GENERAL TERMS AND CONDITIONS OF

MR7 SOURCING & TRADE B.V.

1. SCOPE:

These General Terms and Conditions apply to all offers made by or on behalf of Mr7 Sourcing & Trade B.V., established in Oostzaan and trading under the name “Mr7 Sourcing & Trade”, hereinafter referred to as “Mr7”. They apply to all agreements entered into with Mr7 and/or its affiliated companies or related parties. The applicability of any general terms and conditions used by the other party is expressly excluded and will not be accepted by Mr7, even if such terms have been declared applicable or previously provided to Mr7.

2. CONCLUDING AGREEMENTS:

2.1 All offers made by Mr7, including but not limited to specifications, measurements and weights, are without obligation. Mr7 reserves the right to revoke any offer within five (5) business days after acceptance by the other party. Unless expressly agreed otherwise in writing, an offers will expire two (2) weeks after its date. An agreement is only concluded if the offer has been unambiguously accepted within this period or within a longer written term granted by Mr7.

2.2 Each offer issued by Mr7 must be considered as a whole and may not be partially accepted.

2.3 Acceptance by Mr7 must always be made in writing. In the absence of written acceptance, no agreement shall be deemed to exist, unless Mr7 can demonstrate that the written acceptance was not received by the other party due to circumstances beyond Mr7’s control.

2.4 Amendments to an agreement already concluded shall only be valid if agreed in writing by both parties. Any costs or damages incurred by Mr7 as a result of such amendments shall be fully compensated by the other party.

2.5 The invalidity or nullification of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. In such case, the parties shall consult to replace the invalid provision with a provision that reflects the intent and scope of the original provision as closely as possible.

2.6 Where an agreement is concluded on the basis of an offer, Mr7 undertakes to deliver the movable goods and/or services as described therein. In the event that movable goods are delivered, the other party accepts that up to 97% of the goods within a batch may be considered sound.

3. EXECUTION OF AGREEMENTS:

3.1 Delivery times stated by Mr7 are indicative only and shall never be considered strict deadlines unless explicitly agreed otherwise in writing. In the event of delayed delivery, Mr7 must be given written notice of default and a minimum period of fourteen (14) calendar days to remedy the delay, even where a deadline has been agreed. Dissolution of the agreement is only possible if the failure is of such significance that the interest of the other party in dissolution outweighs Mr7’s interest in delayed performance, which must be demonstrated by the other party.

3.2 If it has been agreed that goods must be collected by the other party within a specified period and this does not occur, Mr7 is entitled, without prior notice of default, to dissolve the agreement in whole or in part by registered letter, deliver the goods to the other party, or store the goods at the expense and risk of the other party. In the latter case, Mr7’s delivery obligation shall be deemed fulfilled.

3.3 If no call-off periods have been agreed, Mr7 is entitled to full payment within three (3) months after the agreement is concluded, regardless of whether the goods have been called off. If after this period the goods have not been fully called off, Mr7 may request the other party in writing to specify a final call-off period, which must be provided within five (5) business days and may not exceed three (3) additional months. During this period, storage shall be at the risk and expense of the other party.

3.4 Products not available from stock shall be delivered as soon as possible following receipt by Mr7. Any back orders will be indicated on the packing slip. The other party must notify Mr7 within five (5) calendar days if it wishes to cancel such back-ordered items. Failure to do so results in mandatory acceptance and payment.

3.5 Force majeure includes all circumstances beyond the control of the parties which cannot be attributed to them under law, legal acts or generally accepted standards.

3.6 Temporary force majeure includes, but is not limited to, riots, frost, ice, traffic obstructions, lack of transport, production delays at Mr7 or its suppliers, utility failures, strikes and government measures. During such events, obligations are suspended while the agreement remains in force.

3.7 In the event of permanent force majeure, including war or mobilisation rendering performance impossible, either party may terminate the agreement with immediate effect. Existing obligations shall be fulfilled insofar as possible.

3.8 Mr7 does not warrant that goods are fit for any specific purpose intended by the other party unless expressly agreed in writing.

3.9 The other party shall resell goods purchased from Mr7 at reasonable market prices. Mr7 may provide recommended resale prices.

4. PRICES:

4.1 All prices are exclusive of VAT, transport costs, taxes and levies unless otherwise agreed in writing.

4.2 VAT will only be omitted from invoices if the other party provides a valid VAT number in advance and Dutch law permits such invoicing.

4.3 Mr7 may adjust prices if unforeseen cost-increasing factors arise after conclusion of the agreement, provided such adjustments are reasonable.

4.4 Each new price list supersedes all previous price lists.

4.5 In the case of composite offers, Mr7 is not obliged to deliver partial performance for a proportional price.

4.6 Recommended retail prices provided by Mr7 include VAT. The other party shall make reasonable efforts not to deviate materially from these prices.

5. PAYMENT CONDITIONS:

5.1 Payment shall be made by the agreed date and no later than delivery, unless otherwise agreed in writing.

5.2 If Mr7 deems the creditworthiness of the other party insufficient, it may require advance payment or adequate security, regardless of prior payment arrangements.

5.3 The other party may not offset, deduct, suspend or discount payments without written consent. Payment obligations remain unaffected by invoice disputes.

5.4 Late payments incur interest of 2.5% per month or part thereof from the due date.

5.5 All judicial and extrajudicial collection costs incurred by Mr7 shall be borne by the other party and are set at 15% of the outstanding amount, with a minimum of €500 per invoice.

5.6 Payments received shall first be applied to costs, then interest, and finally principal amounts.

5.7 Payments shall be made in cash or by bank transfer as instructed by Mr7, unless demonstrably unreasonable.

5.8 Bank, document and packaging costs are for the account of the other party unless agreed otherwise.

5.9 Upon first request, the other party shall provide adequate security for all outstanding obligations.

5.10 Mr7 is entitled at all times to request advance payments.

6. RETENTION OF OWNERSHIP:

6.1 Ownership of goods remains with Mr7 until full payment of all claims, including interest and costs. An extended retention of title applies.

6.2 In case of default or justified concern thereof, Mr7 may reclaim goods. The other party shall fully cooperate.

6.3 Goods under retention of title may not be pledged or disposed of outside normal business operations.

6.4 Any third-party claims on such goods must be reported to Mr7 immediately.

6.5 The other party shall cooperate with all measures related to retention of ownership.

7. TRANSFER OF RISK:

7.1 Delivery shall take place ex works unless agreed otherwise.

7.2 Inability to accept delivery results in all related costs being borne by the other party.

8. INSPECTION, COMPLAINTS AND WARRANTIES:

8.1 Goods must be inspected within five (5) days of delivery. Failure to do so constitutes acceptance.

8.2 Mr7 may investigate complaints on-site at the expense of the other party if unfounded.

8.3 Complaints are invalid if goods have been altered, misused, processed or damaged.

8.4 Complaints do not suspend payment obligations.

8.5 Mr7 may replace defective goods or provide compensation limited to invoice value. Indirect damages are excluded.

8.6 Use, processing or resale of goods constitutes acceptance.

8.7 Returns require written agreement and proper documentation and are at the risk of the other party.

8.8 Warranty is limited to twelve (12) months ex works for manufacturing defects only and excludes custom-made goods.

8.9 Goods used for commercial purposes are excluded from warranty.

9. LIABILITY:

9.1 Mr7 is only liable in cases of intent or deliberate recklessness.

9.2 Mr7 is not liable for third-party claims.

9.3 Liability is limited to direct damage with a maximum of €10,000 or the invoice value.

9.4 Direct damage is limited to reasonable investigation and mitigation costs.

9.5 Indirect damages are excluded.

9.6 Mr7 is not liable for errors in information supplied by the other party.

9.7 Mr7 is not liable for trademark or patent infringements in the country of the other party.

10. TERMINATION:

In the event of insolvency, attachment, change of control, transfer of business, or breach of obligations, Mr7 may terminate the agreement immediately. All claims become due and payable.

11. DOMAIN NAMES AND SOCIAL MEDIA:

11.1 Registration or use of domain names containing MR7, KD Sports, SEVN Sports or Sline Sports is prohibited.

11.2 Dealer websites must comply with Mr7 internet policies.

11.3 Social media accounts using the above names are prohibited.

12. INTELLECTUAL PROPERTY:

12.1 All IP rights related to MR7 and SEVN remain with Mr7.

12.2 Use is limited to execution of the agreement only.

13. OFAC SANCTIONS:

13.1 Resale to OFAC-sanctioned countries or parties is prohibited.

13.2 Violation results in a €25,000 immediately payable fine.

14. APPLICABLE LAW AND DISPUTES:

14.1 Dutch law applies.

14.2 Disputes shall be submitted exclusively to the Amsterdam court.

14.3 Arbitration may apply for parties outside the Brussels I Regulation.

15. CISG:

The CISG does not apply.