

GENERAL



Terms & Conditions Acceptance

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS of

BlueStar Europe Distribution B.V.

Article 1 – Definitions

The following definitions apply to these General Terms and Conditions: **BlueStar Europe Distribution B.V.:** (hereinafter: BlueStar), having its registered office at Koninginnegracht 19, 2514AB, Den Haag, The Netherlands;

Buyer: a legal entity (reseller) who, in the practice of its profession or conduct of business, enters into an agreement with BlueStar with the purpose of reselling the Products.

Agreement: the agreement entered into by the Buyer and BlueStar.

Products: all material and non-physical products that are produced or acquired by BlueStar for Buyer.

Services: All services provided by BlueStar to Buyer.

Article 2 – Applicability

2.1 These General Terms and Conditions apply to every offer, quotation and Agreement between BlueStar and the Buyer, unless otherwise agreed in writing.

2.2 The applicability of other general conditions including the conditions of the Buyer is expressly rejected.

2.3 Additions to and/or deviations from these Terms and Conditions are only binding if and to the extent that BlueStar has expressly accepted them in writing. Any additions and/or deviations agreed upon will only apply to the Agreement concerned.

2.4 For the purpose of these Terms and Conditions, 'in writing' is also defined as: by written message, e-mail, the Internet, or other electronic media.

2.5 Any specific stipulation included in the quotation and/or the Agreement formed between BlueStar and the Buyer will supersede the stipulations of these General Terms and Conditions.

2.6 Insofar as these General Terms and Conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

2.7 BlueStar is entitled to amend and/or supplement these General Terms and Conditions.

Article 3 – Offer

3.1 Unless expressly stated otherwise, all quotations issued by BlueStar shall be valid as an offer without any obligation, which may be revoked by BlueStar in writing within 7 (seven) days from having received a confirmation of acceptance from the Buyer.

3.2 The Buyer guarantees the accuracy, completeness and reliability of details and documents which are made available to BlueStar within the scope of an order, even if these details come from

third parties.

3.3 BlueStar retains the right to refuse orders. BlueStar will inform Buyers if they are unable to accept an order.

3.4 The Buyer is not entitled to cancel an order unless they have received written consent from BlueStar that they may do so.

3.5 BlueStar is not obliged to keep to an offer and/or an Agreement for a specified price if this price is based on a misprint and/or a writing error.

Article 4 – Agreement

4.1 An Agreement shall come into effect once BlueStar has confirmed the order in writing.

4.2 Any offer made or undertaking given by a representative of BlueStar shall only be binding insofar as the latter confirms this in writing.

Article 5 – Delivery

5.1 The delivery time of the Products and Services agreed upon is an indication of the estimated delivery time. In no case shall the delivery time be considered as a strict deadline, unless the parties have explicitly agreed otherwise.

5.2 A delivery delay will not give the Buyer the right to terminate the Agreement or give any rights to any compensation unless such damages are the consequence of an intentional act or intentional omission or of gross negligence by BlueStar.

5.3 Deliveries will be made Ex Works, Eindhoven, The Netherlands, based on the Incoterms 2020® or, if any, the most recent version of the Incoterms unless the parties have agreed otherwise in writing hereto.

5.4 BlueStar reserves the right to effect a delivery in parts. BlueStar shall be entitled to demand (pre)payment for each (partial) delivery before proceeding with another delivery.

5.5 The Buyer is obliged to accept delivery of the Products upon BlueStar's first request thereto. If Buyer fails to accept delivery, the Buyer will be liable for all costs and damages resulting therefrom, including but not limited to the costs of storing and re-delivering the goods.

5.6 In some cases delivery will take place by drop shipping the Products directly to the customers of Buyer.

Article 6 – Products & Software

6.1 Any and all images and specifications of Products in catalogues, price lists, advertisements, website etc. must be deemed to be representations by approximation only, unless BlueStar has explicitly indicated the contrary in writing with regard to a specific delivery.

6.2 BlueStar also sells non-physical Products like software. When purchasing a software product, the Buyer obtains a data carrier (CD-ROM, etc.), the accompanying documentation (if any), as well as a user license in accordance with the manufacturer's license terms (if applicable).



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6.3 By means of the first use of the software, the Buyer automatically agrees to the relevant license conditions. The intellectual property of the product remains with the licensor.

6.4 BlueStar also sells the user licenses for different software Products. The license will be provided under a license agreement from the manufacturer, the holder of the license.

6.5 Installing new software as well as changing already installed software carries the risk of data loss. The Buyer must take measures to prevent data loss. BlueStar is not liable for damage as a result of the installation of new software.

Article 7 – Services

7.1 BlueStar provides several services for example; installation services, technical support, warranty extensions, transportation, site surveys and implementation of security setting management. BlueStar will take the greatest possible care with regard to the interests of the Buyer when providing these services.

7.2 If and insofar as required for the proper execution of the services, BlueStar has the right to provide the agreed services by third parties.

7.3 For the execution of the Agreement, BlueStar may depend on services or networks of third parties. BlueStar is not liable for damage of any nature whatsoever, caused by services or third-party networks.

7.4 If the Buyer submits a request for support to BlueStar, BlueStar will try to process the request as soon as possible, but BlueStar cannot be held responsible for the temporary unavailability of systems or the temporary malfunctioning of software or other Products.

Article 8 - Obligations of the Buyer

8.1 In the event that work is performed at Buyers location or at a location designated by Buyer, the Buyer will provide the facilities reasonably required by BlueStar or the third party engaged by BlueStar free of charge.

8.2 The Buyer shall ensure that all data and equipment, which Buyer indicates are necessary or which the Buyer should reasonably understand to be necessary for providing the Services, are provided by Buyer in a timely manner.

8.3 The Buyer is obliged to immediately inform BlueStar about facts and circumstances that may be important in connection with the execution of the Services.

Article 9 – Prices

9.1 The Products and Services will be supplied at the prices mentioned in the quotation, website or the Agreement.

9.2 All prices mentioned by BlueStar in its quotation, website or the Agreement shall be exclusive of VAT and exclusive of any other costs like transport and insurance costs, charges imposed by government and are based on the Incoterms 2020® or, if any, the most recent version of the Incoterms in force at the moment of conclusion of the Agreement unless otherwise agreed in writing.

9.3 After commencement of the Agreement but before delivery of the agreed Products, BlueStar will be entitled to increase the agreed prices if: the price increase is caused by changes in one or more cost price components, e.g., VAT rates, labour costs, procurement prices, legal regulations or environmental contributions and fluctuations in exchange rates. This includes increasing cost prices because of governmental measures.

9.4 In case of providing Services, BlueStar is entitled to increase the prices when unexpectedly more work has to be performed, which cannot be attributed to and was not foreseeable by BlueStar. The increase has to be reasonable and necessary to complete the Services.

9.5 Any Services that are provided by BlueStar in addition to or in amendment of the said Agreement under the instructions of Buyer, can be seen as additional work. Additional work must be charged to the Buyer on the basis of subsequent calculation with an additional quotation.

Article 10 – Payment

10.1 Payment shall be made by deposit on the bank account number of BlueStar, unless agreed otherwise in writing. The agreed price must be paid within 30 days from the invoice date, unless parties agree otherwise.

10.2 Payment must be made by the Buyer in EURO, unless BlueStar agrees otherwise.

10.3 In the event that the Buyer does not fulfill his obligation to pay in time, the Buyer will owe default interest of 2% without the need for any notice of default or judicial intervention, without prejudicing the other rights of BlueStar such as the right to compensation for extrajudicial costs, statutory interest or commercial interest.

10.4 If due to the Buyer's default BlueStar has to assign its claim for collection, all associated costs, such as administrative, judicial and extrajudicial costs, including the costs of a bankruptcy petition, are the liability of the Buyer. The extrajudicial collection costs amount to at least 15% of the principal sum, subject to a minimum of €40 and a maximum of €375, in accordance with the graduated extrajudicial collection costs. The extrajudicial collection costs for claims in excess of the sum of €2,500 will be determined in accordance with the extrajudicial collection costs scale.

10.5 The Buyer will in no case be entitled to set off the sums invoiced by BlueStar against a counterclaim put forward by the Buyer or postpone payment in case of a counterclaim invoked by the Buyer.

10.6 In the event the Buyer has any outstanding invoice that is past due, BlueStar has the right to stop shipments of Products until the Buyer makes the payment.

10.7 BlueStar will be entitled to charge the costs of any packaging separately. The packaging will not be taken back. Should BlueStar, however, be obliged by law or any regulations to take packaging back, any costs related to taking back or processing packaging will be borne by the Buyer.

10.8 The Buyer has the obligation to immediately report inaccuracies in the payment details provided or stated by BlueStar.

Article 11 – Retention of title

11.1 All Products delivered to the Buyer will remain property of BlueStar, BlueStar will retain title to the Products until the Buyer has fulfilled his obligations to pay according to the Agreement.

11.2 BlueStar is entitled to take back the Products that are subject to retention of title in the following cases:

- (a) In the event that the Buyer fails to fulfill its obligations according to the Agreement;
- (b) or in case of a well substantiated suspicion that the Buyer is not capable of fulfilling its obligations flowing from the Agreement;

The Buyer will be obliged to cooperate with bringing back the Products.

11.3 In the event that third parties wish to establish or assert a right on the Products under retention of title, the Buyer must notify BlueStar hereof. The Buyer must notify the third party that the Products in question were delivered under retention of title.

Article 12 – Liability and risk

12.1 BlueStar will only be held liable in case of a product recall if;

- (a) it is established that BlueStar is liable for the circumstances that have led to the recall and;



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(b) it has been established that the Buyer acted as a reasonable and reasonably competent professional and attempted to limit the costs incurred in connection with the recall as far as possible.

12.2 All liability of BlueStar to Buyers, will be limited to the sum paid out under the public liability insurance of BlueStar including the own risk under this insurance policy. If for any reason whatsoever no sum is paid out pursuant to this insurance, all liability will be limited to the sum of the invoice corresponding to the Agreement on which the other party's claim is based.

12.3 BlueStar shall not be liable for damage of any nature whatsoever, which is caused because BlueStar has used incorrect and/or incomplete information supplied by or on behalf of the Buyer when the order was placed or at a later stage.

12.4 BlueStar will not be liable for any infringement of intellectual property rights of third parties caused by Buyer.

12.5 BlueStar will not—irrespective of the legal basis of the Buyer's claim—be liable for any consequential damages, including but not limited to losses due to delays or loss of data, lost profits and penalties forfeited by the Buyer.

12.6 BlueStar shall under no circumstances be liable for business damages/loss of profits and damages of any nature whatsoever, which is caused by the negligent or injudicious use of the Products by the Buyer or a third party. Injudicious or negligent use shall be understood to mean in any event: the use and storing of the Products supplied in a manner other than that prescribed in the instructions.

Article 13 – Force majeure

13.1 In case of force majeure, BlueStar will be entitled to suspend or to partly terminate the Agreement without the obligation to pay compensation to the Buyer or other parties.

13.2 Any failure in the performance of the Agreement for which BlueStar cannot be held accountable because it is beyond its control will be considered as a situation of Force Majeure.

13.3 In the event that the period during which performance is not possible due to force majeure exceeds 6 months or is expected to exceed 6 months, both parties will be entitled to cancel the agreement, without any obligation to pay the damages that may arise as a result.

13.4 The following situations should be considered as Force Majeure;

- (a) strikes held by the employees of BlueStar or third parties.
- (b) illness of employees of BlueStar or third parties in connection with the performance of the Agreement.
- (c) war, threat of war, armed conflicts;
- (d) terrorist attacks;
- (e) riot, revolution;
- (f) natural disasters, including, without limitation, floods, earthquakes, storms, fire;
- (g) non- or late delivery of Products by suppliers or other third parties engaged by BlueStar;
- (h) statutory regulations and measures issued by the Dutch government, which interfere with the fulfilment of the Agreement on BlueStar's part, including bans on imports and exports;
- (i) statutory regulations and government measures issued by foreign governments or by organs of the European Union, which interfere with the fulfilment of the Agreement on BlueStar's part, including import and export bans.

Article 14 – Intellectual property rights and confidential information

14.1 All rights of intellectual property on all Products supplied or

made available pursuant to the Agreement shall rest and continue to rest exclusively with the Supplier of BlueStar.

14.2 The Buyer is aware that the Products supplied under the Agreement (may) contain confidential information and trade secrets of BlueStar or its suppliers. The Buyer undertakes to keep this information confidential, to not disclose or give the use of it to third parties other than for the purpose for which it was made available.

Article 15 – Warranty

15.1 BlueStar guarantees that the Products meet all the quality requirements and specifications and provides a warranty of 12 months after the delivery date except for spare parts, cables, non-electronic accessories, refurbished and demo products which will all have a warranty of 3 months after the delivery date, and Software which is all supplied or licenced as is with no warranty.

15.2 BlueStar guarantees that all Services shall be provided in a professional, workmanlike manner, in accordance with reasonable standards or practices. Further, BlueStar guarantees that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Agreement.

Article 16 – Acceptance and complaints

16.1 Immediately following the delivery of the Products, they must be inspected and verified by the Buyer. The Buyer must verify whether the Products delivered comply with that stipulated in the Agreement, namely:

- a. whether the correct Products have been delivered;
- b. whether the correct Services are being provided as agreed upon.
- c. whether the Products delivered comply with the quality requirements made.
- d. whether the Products delivered comply with that agreed on by the parties in terms of quantity (number, amount, weight). If a shortage difference is established by the Buyer the Buyer will be obliged to fully accept the Products delivered, such for a pro rata reduction of the price agreed.

16.2 Any visible defects or visible decreased quantity and visible (transport) damage in the Products must be noted by the Buyer, immediately on delivery, on the carriers delivery note, in paper or any electronic format, in writing and reported to BlueStar within 7 (seven) days from delivery, in writing, with a clear and detailed description of the complaint(s), stating the order number, in the absence whereof the Buyer will be considered to have received the agreed quantity of Products without any visible defects or visible (transport) damage. Any hidden defects, non-visible decreased quantity and non-visible damage in the Products must be reported to BlueStar as soon as they are discovered but within the warranty period applicable mentioned in Article 15.

16.3 Return shipments of delivered Products are only possible if the Buyer provides BlueStar with a written statement stating the reason of returning the Products including date and invoice number. BlueStar must confirm the authorization of the return shipment.

16.4 In case of a successful return shipment, Buyer is entitled under the warranty, to be decided at BlueStar's discretion, to have the Products repaired, receive new Products, or is entitled to receive the sum that was paid according to the invoice.

16.5 Non-Cancelable, Non-Returnable (NCR) Product(s) refers to special produced and nonstandard products that are purchased under a written order that specifies once the order is placed, the Buyer is not allowed to make any cancellations or reductions to the order, nor are they allowed to return the Product (except for warranty resulting

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from product defects).

Article 17 – Suspension and termination

17.1 BlueStar will be entitled to suspend or terminate the Agreement with immediate effect without any notice of action or default being required and without being obliged to pay damages or compensation, if:

- (a) the Buyer has applied for or has been granted (temporary) suspension of payment;
- (b) the Buyer has instituted bankruptcy proceedings or a Court has declared that the Buyer is bankrupt;
- (c) the Buyer dies or is placed under legal control;
- (d) the Buyers' business is liquidated;
- (e) the Buyer fails to comply with his obligations pursuant to an Agreement into which he has entered, or fails to do so properly or in case of a well substantiated suspicion that the Buyer fails to comply with his obligations.

Article 18 – Applicable law

18.1 These General Terms and Conditions and all agreements formed between the Buyer and BlueStar shall be exclusively subject to Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG].

Article 19 – Jurisdiction

19.1 All disputes arising from an Agreement between the Buyer and BlueStar shall be submitted exclusively to the competent Court in Amsterdam, the Netherlands unless BlueStar would elect to submit the

dispute to the competent court in the place where the Buyer has its registered offices.

19.2 Disputes between BlueStar and Buyers who are established outside the European Union, with the exception of Norway, Switzerland or Iceland, will be settled by means of arbitration of the International Chamber of Commerce under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator. The arbitral procedure shall be conducted in the English language. Arbitration will take place in Amsterdam, the Netherlands. The case will be submitted to three arbitrators and the arbitration proceedings will be conducted in English.

I have fully read these Terms & Conditions and I fully accept all the clauses contained therein.

Printed Name: *LARS CHRISTIANSEN*

Company Name: *LEM 8*

Job Title: *Director*

Date: *April 9 2026*

Authorised signature (Company Officer):

PERSONAL DATA



infringe the legal requirements demanded by clause 4.1, letter b), The Controller insists that these instructions be followed.

8.4 After termination of the contract, The Processor will delete all personal data processed on behalf of The Controller unless Union or Member State law requires the storage of the personal data. Until the data is destroyed or returned, The Processor will continue to ensure compliance with this contract.

Ninth - Language

The entire text of this contract, as well as the documents derived from it, including those appearing in the annexes, have been drawn up in English, and insofar as this document is also drawn up in a language other than English, only the English version is considered authentic. Consequently, for legal purposes, the English text must have priority for interpretation.

And in proof of conformity, the parties sign this contract in duplicate copy in the place and date of the heading.

A handwritten signature in black ink, consisting of a stylized, abstract shape that resembles a star or a letter 'A' with a horizontal line through it.

BlueStar Europe Distribution BV

The Processor

9. 4. 26

A handwritten signature in black ink, reading "Van Christiaan, 27MB" followed by "DIRECTOR" on the next line.

The Controller

PERSONAL DATA



Annex I

Processing Description

Categories of data subjects whose personal data is processed

Natural persons who have the status of end-user customers or are contact persons of the companies or entities that are end-user customers of the products or services acquired by The Controller from The Processor.

Categories of personal data processed

The data object of processing by The Processor can be the name and surname, the postal address, the email address and the telephone number.

Nature of processing

The processing will consist of the registration of personal data provided by The Controller to The Processor as well as its organization, structuring, conservation, consultation, deletion and communication by transmission on behalf of The Controller.

Purposes of the processing of personal data on behalf of The Controller

The purposes of the processing can be cumulatively or alternatively the following:

- Delivery, on behalf of The Controller, to end-user clients of the products or services acquired by The Controller from The Processor.
- Provision of manufacturer guarantees to end-user customers of the products or services acquired by The Controller from The Processor.
- Collection, on behalf of The Controller, of products subject to return by end-user customers (reverse logistics).

Processing duration

The processing of personal data will last as long as The Processor continues to be a regular supplier of The Controller.

Once this commercial relationship ends, The Processor will delete the personal data and any copies in his possession, unless the conservation of personal data is required by virtue of Union Law or of the Member States or The Controller requests in writing the return of personal data.

PERSONAL DATA



Annex II

Technical and organizational measures to guarantee data security

The Processor will carry out all those measures necessary to guarantee an adequate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks to the rights and freedoms of natural persons, among others, those appropriate to:

- Guarantee the confidentiality, integrity, availability and permanent resilience of processing systems and services.
- Protection the personal data during its storage.
- Restore availability and access to personal data quickly, in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the safety of the processing.
- Pseudonymize and encrypt personal data, if applicable.