

1. General

1.1. The term “Monta” in these general terms and conditions refers to either “we” or “us”:

- Monta Holding B.V.
- Monta Services B.V.
- Monta Molenaarsgraaf B.V.
- Monta Roosendaal B.V.
- Monta Waspik B.V.
- Monta Oosterhout B.V.
- Monta Breda B.V.
- Monta Enschede B.V.
- Monta Lelystad B.V.
- Monta Platform B.V.
- Monta Packaging B.V.
- Monta Gorinchem Edisonweg B.V.
- Monta Gorinchem Papland B.V.
- Monta Veen B.V.
- Monta Den Bosch B.V.
- Monta Gorinchem Weide B.V.
- Montapacking 16 B.V.
- Montapacking 17 B.V.
- Monta Nieuwveen B.V.
- Monta TWI B.V.

and all legal entities which now or in the future belong or will belong to the same group as the said companies, both individually and jointly. The term “customer” or “you” in these general terms and conditions refers to anyone who requests a quotation from Monta or otherwise obtains information about our services, concludes an agreement with us or otherwise makes use of our services.

1.2. These general terms and conditions apply to all our offers and quotations, to all negotiations we conduct, to all agreements we conclude including their execution and possible termination, and to all non-mandatory services we provide. Any deviation from these general terms and conditions is only binding on us if we have explicitly agreed them with you in writing.

1.3. Monta is excellent and enthusiastic! We want to be able to go the extra mile for our customers, without any worries. That is why we would like to draw your attention to the following: if we provide an additional service, which we are not obliged to provide on the basis of the agreement concluded with you, or if we are lenient in exercising our rights, we will do so without obligation and entirely at our own discretion. You cannot derive (additional) rights from this. If we consider it necessary, we can always choose to invoke our agreement with you and/or these general terms and conditions and/or the rights arising for us from the law.

1.4. If a provision in these general terms and conditions should not apply, for example due to nullity, nullification or otherwise, the other provisions in these general terms and conditions will continue to apply. Instead of the provision that should not apply, a provision will be inferred that can be applied and the purport of which approximates the intention of the original provision as closely as possible.

1.5. It is possible that legislation, case law or Monta’s insights and business operations change in such a way that we must adjust our general terms and conditions accordingly. In such a case, we reserve the right to unilaterally amend these general terms and conditions, the effect of which will extend to existing agreements governed by these general terms and conditions. The general terms and conditions can always be consulted on our website.

2. Formation of the agreement

2.1. If in the context of a quotation, offer or a negotiation process we mention any amounts, such amounts are always expressed in euros and exclusive of VAT and any other charges, unless we explicitly state otherwise. The delivery times mentioned by us are not deadlines, unless we explicitly state otherwise.

2.2. We draw up our quotations and conduct possible negotiations with you on the basis of the information provided by you, such as, but not limited to, your expectations regarding the number of orders to be carried out, the nature and size of the stock to be held by you on our premises, the way in which your products are to be packed and shipped by us and the payment conditions that we may agree with you. We summarise the services and prices offered to you in an Excel document that we send to you by e-mail (“calculation”). This Excel document also states the prices that will apply if we are to process more orders/items for you than the agreed minimum, or if you select options that are not included in the agreed base rate.

2.3. The prices and other conditions in our quotations or offers do not automatically extend to future new orders.

2.4. We want it to be easy and fun to work with us. That is why we keep the agreements simple and why signing a paper contract is not required. We have concluded an agreement if you have agreed orally or by e-mail to our calculation (including any particularities we have agreed with you by e-mail) and we have confirmed that we will work for you. If you have

agreed orally, our confirmation e-mail or the fact that we have started carrying out activities for you will serve as proof of the existence of the agreement. The content of the agreement is apparent from the most recent calculation that you have sent us and all other communications we have exchanged with you.

3. Price

3.1. We index our prices annually on 1 January using the costs index for transport and related activities as published by Panteia (formerly: NEA) or any equivalent successor.

3.2. If we wish to make an interim price change in the course of the year, we will inform you of this at least three months in advance. If you do not agree to the interim price change, you are entitled to terminate the agreement by the end of the current month.

4. Payment

4.1. Unless otherwise agreed, the payment deadline for invoices of Monta is: 14 days after the invoice date. Payment must be made by transfer to our bank account, unless we have agreed a different method of payment in writing. You are not allowed to set off any amounts against our invoices without our written consent. In the event of an objection to an invoice or a complaint about our services, we will consult with you to find a solution. However, you are not entitled to suspend your payment in the meantime.

4.2. If the payment term expires without you having made payment, either in full or in part, you will be in "default" within the meaning of Article 6:81 et seq. DCC, without us being required to send a notice of default first. You will in that case automatically owe statutory commercial interest and compensation for any collection costs to be incurred by us.

4.3. We reserve the right to suspend our activities if you are in default. If we suspend our activities, this does not alter the fact that you will have to make payment for the relevant period, as we have reserved storage and work capacity for you. For the period in which we suspend our activities, you must pay: (1) the agreed fee for your connection to our software, (2) the agreed rate for the storage of your items and (3) the rate for the minimum number of orders you have agreed with us, or for the average number of orders we have processed for you over the previous three months, whichever is higher.

4.4. If a payment default has occurred, we may require that you, in addition to making up for the payment arrears, pay an advance before we continue to carry out activities for you. A paid advance does not replace the payment of the next or any later invoice from Monta to you. Only Monta can offset the advance payment received against any amount to be charged to you in the future.

5. Your items at Monta

5.1. We provide different types of services, such as fulfilment, packaging activities and storage space rentals. In all these types of services, items owned by the customer will be stored on our premises. We will never become the owner of these items.

5.2. You are responsible for taking out appropriate insurance (providing cover for events such as, but not limited to, loss or damage caused by, among other things, theft, burglary, fire, water, storm or other weather influences) for the items you store with us, the items you have delivered for packaging, or the items that you have delivered for the purpose of a fulfilment agreement. The risk of the items decreasing in value, being damaged or lost will at all times be borne by you as the owner.

5.3. You must ensure that no items are stored with or delivered to us that, either by their nature or by the condition or packaging they are in, are in violation of laws and regulations or may pose a threat to humans, animals or the environment, or to the property of Monta and/or our other customers. If a hazard materialises or an accident occurs as a result of one or more properties of the items you stored with us or had delivered to us, you will indemnify us against any damage resulting therefrom, including claims for compensation that third parties may enforce against us.

5.4. Monta is not obliged to investigate the legality, lawfulness and/or safety of the items you store with us, the items you have delivered for packing, or the items you have delivered as stock of your online store in the context of a fulfilment agreement. By placing your items, or having them placed, on our premises, you guarantee that the items, including their packaging, comply with laws and regulations and are not hazardous.

5.5. If we have reason to fear that the items you stored with or delivered to us are hazardous, harmful or in violation of laws or regulations, you are obliged to retrieve the items, or have them retrieved, immediately at

our request. In such a case, we will not owe a reimbursement of costs or damage.

5.6. If we are forced to incur costs to enable us to retrieve the items quickly and/or to take provisional (safety) measures in connection with the risks associated with the items in question, you are obliged to reimburse us for those costs.

6. Confidentiality

6.1. You are obliged to keep confidential everything you learn in your cooperation with us about our business operations, about our customers or about other parties whose interests we should be concerned about.

7. Engagement of third parties

7.1. We are authorised to engage third parties in the performance of our agreement with you. In that case, we are liable for the performance of those third parties in the same way as we are liable for our own obligations under the agreement.

7.2. The transport and delivery of your items to you or to your customers is not part of Monta's contractual obligations. Therefore, we are not responsible for things that may go wrong after we hand over your items to the carrier, postal or parcel service.

8. Duration and end of the agreement

8.1. Unless otherwise agreed, the agreement entered into with you was concluded for an indefinite period of time. Both parties may terminate the agreement at any time; in that case, the agreement will end at the end of the current calendar month, unless the parties jointly agree on a different notice period. Notice of termination must be given by e-mail or by letter.

8.2. If the agreement is terminated by notice, you must ensure that your items have been retrieved from our premises by the end of the notice period.

8.3. The parties will mutually agree on the exact time and method of retrieval, so that the retrieval will not disrupt Monta's business operations. The costs of retrieving the items, including any costs that Monta is forced to incur in that context, will be at your expense.

8.4. If your items are still stored on our premises after the end of the agreement, we are entitled, but not obliged, to relocate these items to a storage area. You will remain obliged to retrieve the items as soon as possible. All costs and damage resulting from having to

relocate and temporarily store your items will be at your expense.

8.5. If, at the end of the agreement, we still have outstanding claims against you, either in the form of unpaid invoices or in the form of an obligation to pay a reimbursement for costs or damage, we are entitled, but not obliged, to take possession of your items stored on our premises, sell them at your expense and recover our claims (including the costs of the sale) from the proceeds.

8.6. Both parties may dissolve the agreement in those cases where such remedy is offered by the law. If the agreement ends by dissolution, you must retrieve your items, or have them retrieved, immediately. Clauses 8.3 through 8.5 apply accordingly.

9. Liability

9.1. Monta's obligations do not include the transport and delivery of your items to you or your customers. We are not responsible for the receipt of the items by your customer or intended end user and we do not accept any liability in this respect. The items are shipped and transported at your expense and risk, under the responsibility and conditions of the carrier or postal or parcel service.

9.2. We hope that our activities will contribute to the success of your company and are happy to contribute ideas. However, we never take on an obligation of result. We are not liable for achieving or not achieving a goal set by you either implicitly or explicitly.

9.3. We are not liable for damage resulting from an attributable failure in the performance of our obligations, except to the extent that this is the direct result of intent or deliberate recklessness on our part. Should we nevertheless be liable towards you in a particular case, then such liability will be limited to the damage suffered by you yourself, caused directly by our acts or omissions. The following is excluded, among other things:

- Damage that is partly due to lack of clarity, incompleteness, inaccuracy or delay in the provision of information or matters by you or third parties on your behalf;
- Damage suffered by third parties, whether or not such damage is recoverable from you;
- Loss due to delay and damage due to loss of data;
- Consequential damage, trading loss or indirect damage, including: lost profits, lost savings, business interruption, loss of reputation and/or missed opportunities.

9.4. Any liability on the part of Monta is limited to:

- the price agreed with you for the performance we have failed to deliver to you and, if one or more of your items have been damaged as a result, the reduction in value of the damaged items up to a maximum of the purchase value paid by you for those items; or, if this is lower:
- the minimum amount to be invoiced to you for the agreed activities for one month (excluding VAT).

9.5. If our liability arises from an event for which we have taken out insurance, then our liability will not exceed the amount paid out by our insurance.

10.IT and intellectual property right

10.1. Without our permission, it is not permitted to use our name or trade name and/or logo, to tie in with our corporate identity or to otherwise create the impression that you or your company is affiliated with or related to Monta.

10.2. If our agreement with you implies, among other things, that you can make use of computer software developed or made available by us, you will under no circumstances acquire the copyright to that computer software. Monta only grants a non-exclusive, non-transferable and non-sublicensable right of use, for the duration of our agreement with you. You may only use the computer software made available by us (hereinafter: our software) for the use intended at the time of entering into our agreement, on behalf of and within your own business.

10.3. Your own business is taken to mean the economic activities of the (legal) person who is a party to the agreement, as described to us by you upon entering into the agreement. This does not include any subsidiaries or affiliated companies and/or enterprises.

10.4. Without our prior written permission, it is not permitted to make one or more copies of our software. It is not permitted to create reverse engineering software with similar functions based on the functionalities of our software.

10.5. It is not permitted to remove and/or change product, brand or other markings of Monta on or in the software.

10.6. You cannot derive any rights from the use of our software other than those expressly described in these general terms and conditions.

10.7. If there are reasonable grounds for doing so, we are entitled to temporarily or permanently restrict or terminate the right of use as referred to in paragraph 1 of this clause, without being obliged to pay damages in this respect. If we make use of this entitlement, we will inform you by e-mail in advance where possible.

10.8. If the right of use ends for whatever reason, you are obliged to:

- immediately cease and desist from any use of our software;
- immediately erase the software from your computer systems permanently and return all copies of the software to us at first request. You are obliged to demonstrate and confirm that the software has been permanently erased, destroyed and/or returned.

10.9. Monta will inform you in advance where possible if new versions and/or updates of our software become available. However, you should also regularly check for available updates for our software.

10.10. You are obliged to always install and use the latest available version of our software, unless Monta has indicated otherwise. By always using the latest version of our software, we can prevent, to the extent possible, such things as security vulnerabilities, working with files that contain errors, or references to products or functionalities that we no longer offer.

10.11. You are obliged to report any errors, defects and/or imperfections in our software to us immediately.

10.12. It is not permitted to have repairs, changes and/or modifications made to the computer software by yourself or by third parties without our permission. If you do so anyway, any right to maintenance and any claim to warranty or conformity against us will lapse.

10.13. If you modify or arrange for the modification of our software with our permission, you must provide us with the modified software and/or the related source code and either transfer the copyright to us, or have it transferred to us, or grant us a perpetual, comprehensive and transferable right to use the modified software, or have it granted to us.

10.14. You acknowledge and accept that Monta has no insight, control and involvement of any kind in your use of our software.

10.15. You guarantee that you will fully follow our instructions and directions regarding the

use of our software and will comply with all applicable standards and laws and regulations when using our software. You are obliged to always check whether there is a conflict with (local) regulations applicable to you

10.16. You will also inform your employees in writing that these general terms and conditions apply and that your employees are bound by them.

10.17. Monta is only subject to a best efforts obligation. We endeavour to ensure that the content of our software is accurate. However, we make the software available to you "as is" (i.e. with all possible errors, defects and imperfections) and you accept it as such. Monta does not guarantee that the software is suitable for the intended use.

10.18. Monta has the right to modify, update and/or change the computer software at its own discretion. All modifications, updates and changes to our software will only be made available under the same conditions as set out in these general terms and conditions.

10.19. Monta does not guarantee that our software will work without interruption, errors or defects, or that all errors and defects can and will always be corrected.

10.20. Monta endeavours to repair errors, defects and imperfections in the software as soon as reasonably possible for Monta, free of charge.

11. Applicable law and disputes

11.1. All offers, quotations and agreements to which we are a party is exclusively governed by Dutch law.

11.2. In the event of disputes, the court having (subject-matter) jurisdiction in the place of domicile of the Monta enterprise concerned has exclusive jurisdiction. However, when we act as claimant in legal proceedings, we also retain the right to bring the dispute before the court in the place designated by law.

11.3. The parties will not submit a dispute to a court until after they have first tried to solve it mutually.

SPECIAL CONDITIONS FOR LEASE OF STORAGE SPACE

12. Lease of storage space

12.1. In addition to the provisions of this clause, provisions 1 through 11 also apply to the lease of storage space.

12.2. If you lease storage space from us, you will have one or more pallet, shelf or tray

locations at your disposal. You may use the leased locations to store the agreed items. Without our prior written permission, you may not make the locations available to a third party.

12.3. You may not store more or any other items at the leased locations than is safe and responsible. You must ensure that the stored items are securely packed.

12.4. We are not responsible for maintaining the good condition of the items you have stored.

12.5. You can enter the storage location during our usual opening hours, in consultation with our employees.

12.6. For safety reasons, only Monta employees are allowed to take pallets or things out of the pallet racks and put them back. You are not allowed to climb or enter the scaffolding.

12.7. If there is reason to do so, we can change the structure of the pallet, shelf or tray locations.

PROCESSING AGREEMENT

The undersigned:

1. **The Controller** (the client),
and
2. **Monta** (one of the above-mentioned companies to which these instructions have been given),

Whereas:

- the Controller wishes to have Monta perform certain processing operations, whereby the Controller will designate the purpose and means;
- Monta is willing to do so and is also willing to comply with obligations concerning security and other aspects of the Personal Data Protection Act and the GDPR (enforcement date 25 May 2018), to the extent that this is within its power;
- the parties, partly in view of the requirements from Article 14(5) of the Personal Data Protection Act, and the AVG/GDPR (enforcement date 25 May 2018), Article 28(9) GDPR wish to lay down their rights and obligations.

Declare that they have agreed as follows:

Clause 1: purposes of processing

1.1 Monta undertakes to process personal data on the instructions of the Controller under the terms and conditions of this Processing Agreement. Processing will only take place in accordance with the purposes set out in the order confirmation already agreed between the parties or determined with further consent, or resulting therefrom.

1.2 Unless statutory obligations require otherwise, Monta will not process the personal data for any purpose other than as determined by the Controller. The Controller will inform Monta of the purposes of the processing in so far as they are not already mentioned in this Processing Agreement.

1.5 Monta is authorised to make decisions on the means it uses for the Processing Operations. This is only allowed for practical matters that do not have a significant impact on the protection of Personal Data.

Clause 2: Obligations on the part of Monta

2.1 Monta will ensure compliance with the laws and regulations applicable to this matter at any time, which in any case includes the laws and regulations in the field of personal data protection, such as the current Personal Data Protection Act and, as of 25 May 2018, the AVG/GDPR.

2.2 Monta will ensure that all personal data is deleted 90 days after the date of dispatch. Unless other agreements have been made in writing with the controller.

Clause 3: Transfer of personal data

3.1 Monta may process personal data in countries within the European Union on the basis of written instructions given by the Controller. Transfers to countries outside the European Union are prohibited unless, in the opinion of the European Commission, this country provides an adequate level of data protection and the European Commission has thus adopted an adequacy decision as referred to in Article 45 of the GDPR.

3.2 Where reference is made in this Clause to the European Union, this also includes the countries Liechtenstein, Iceland and Norway.

Clause 4: allocation of responsibility

4.1 The permitted processing operations will be carried out by Monta employees within an automated environment.

4.2 Monta is solely responsible for the processing of the personal data under this Processing Agreement, in accordance with the instructions of the Controller and under the explicit (ultimate) responsibility of the Controller. Monta is explicitly not responsible for any other processing of personal data, which in any case includes, but is not limited to, the collection of personal data by the Controller, processing for purposes not reported by the Controller to Monta, processing by third parties and/or for any other purposes.

4.3 The Controller guarantees that the content, the use and the instructions for the processing of personal data within the meaning of this Agreement are not unlawful and do not violate any rights of third parties.

4.4 The Controller will indemnify Monta against any third-party claim, by any virtue whatsoever, in connection with the performance of the Processing Agreement and/or the services provided by Monta, unless the Controller proves that the facts giving rise to the claim must be exclusively attributed to Monta

and that there is a question of wilful misconduct or gross negligence.

Clause 5: security

5.1 Monta and the Controller will make every effort to take sufficient technical and organisational measures with regard to the processing of personal data in order to prevent loss or any unlawful forms of processing (such as unauthorised inspection, corruption, modification or disclosure of the personal data).

5.2 The technical and organisational measures referred to in para. 5.1 entail, where appropriate, the pseudonymisation and encryption of personal data, the ability to ensure on a permanent basis the confidentiality, integrity, availability and resilience of processing systems and services, the ability to restore in a timely manner the availability of and access to personal data in the event of a physical or technical incident.

5.3 Monta does not guarantee that the security is effective under all circumstances. If a security measure explicitly stated in the Processing Agreement is missing, Monta will have the security meet a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs related to taking security measures.

5.4 The Controller will only make personal data available to Monta for processing if it has made sure that the required security measures have been taken. The Controller is responsible for compliance with the measures agreed by the Parties.

Clause 6: obligation to report

6.1 In the event of a security breach and/or a data breach, or the risk of such happening, Monta will inform the Controller without undue delay, but in any case within 48 hours after discovery. The Controller will assess whether or not to inform the Data Subject, and will stand by that choice. The Controller will immediately inform the Data Subject of the breach if the personal data breach is likely to pose a high risk to the rights and freedoms.

6.2 A report must always be issued to the contact person of the controller, who is the signatory of this agreement, and by the contact person of Monta, who is the signatory of this agreement on behalf of Monta.

6.3 The obligation to report in any event involves reporting the fact that a breach occurred, as well as:

In addition, the obligation to report covers:

- a. the suspected cause of the breach; and
- b. who is informed (such as the Data Subject itself, the Controller and the supervisory authority).

6.4 The Controller will report the breach to the competent supervisory authority without undue delay, but at the latest within 72 hours after discovery. Finally, the measures proposed or taken by the Controller to address the personal data breach will be reported to the supervisory authority.

Clause 7: handling of requests of Data Subjects

7.1 In the event that a Data Subject files a request to inspect, within the meaning of Article 35 Dutch Personal Data Protection Act, or a request to correct, supplement, change or restrict within the meaning of Article 36 Dutch Personal Data Protection Act and enshrined in Articles 15 through 21 GDPR, with Monta, Monta will forward the request to the Controller and the Controller will further handle the request. Monta is allowed to inform the Data Subject of this.

Clause 8: subprocessor

8.1 Without the Controller's prior written permission, Monta is permitted to appoint a subprocessor for the processing of Personal Data. Monta must enter into an agreement with that subprocessor, which will impose on the subprocessor at least the same obligations as Monta is required to fulfil under this agreement.

Clause 9: privacy and confidentiality

9.1 All personal data that Monta receives from the Controller and/or collects itself in the context of this Processing Agreement is subject to a duty of confidentiality towards third parties.

9.2 This duty of confidentiality does not apply to the extent that the Controller has explicitly given permission to provide the data to third parties, if the provision of the relevant data to third parties is logically necessary in view of the nature of the instructions given and the performance of this Data Processing Agreement, or if there is a statutory obligation to provide the relevant data to a third party.

Clause 10: liability and penalty stipulations

10.1 Liability on the part of Monta for damage due to an attributable failure in the performance of the Processing Agreement, whether arising from an unlawful act or otherwise, will for each event (a series of successive events will be regarded as a single

event) be limited to compensation for direct damage.

10.2 Monta is not liable for indirect damage. Indirect damage is understood to mean all damage that is not direct damage and therefore in any case, but not limited to, consequential damage, lost profits, lost savings, reduced goodwill, damage due to business interruption, damage due to failure to achieve marketing objectives, damage related to the use of data or data files prescribed by the Controller, or loss, corruption or destruction of data or data files.

10.3 Unless Monta is permanently unable to perform, Monta's liability for attributable failure to perform an obligation under the Agreement will only arise if the Controller immediately declares Monta to be in default in writing, setting a reasonable term for resolving the failure, and Monta continues to fail attributable in the performance of its obligations even after that term. The notice of default must contain a description of the failure that is as complete and detailed as possible, so that Monta is given the opportunity to respond adequately.

Clause 11: indemnification

11.1 The Controller will indemnify Monta against claims from third parties relating to the performance of this Processing Agreement.

Clause 12: term and termination

12.1 This Processing Agreement will be in force for as long as Monta processes the personal data for the Controller.

12.2 If and as soon as this Processing Agreement ends, Monta will return the documents, computer disks and other data carriers containing the Personal Data to the Controller and any existing copies will be deleted within 90 days. In so far as the Personal Data are stored in a computer system and/or in a different form as a result of which they cannot reasonably be returned, Monta will, in so far as this is technically possible, delete the Personal Data completely and provide a copy of the Personal Data to the Controller.

12.3 After the termination of this Processing Agreement, the provisions that, by their nature, are intended to remain in force after the termination, including the duty of confidentiality and the indemnification, will continue to apply in full.

Clause 13: applicable law and dispute resolution

13.1 The Processing Agreement and the execution thereof are governed by Dutch law.

13.2 All disputes that may arise between the Parties in connection with the Processing Agreement will be submitted to the competent court for the district in which Monta has its registered office.

Annex 1 List of the categories of the personal data to be processed

Name of the processing operations:

All current fulfilment activities

Which types of personal data of which categories of data subjects are processed?

Categories of personal data	Categories of data subjects
Name and address details	Addressees

What processing operations take place and what is the nature and purpose of these processing operations?

Processing operations	Purposes
Preparing the shipment	Correct delivery to delivery address
Return processing	Registering receipts

Annex 2 List of Subprocessors

Monta fills in the diagram below to indicate the categories of subprocessors with which it collaborates:

Category of Subprocessors	Role within the processing
Carriers	Support in the logistics process

Annex 3 List of transfers outside the European Economic Area

Below, Monta provides a list of the transfers outside the European Economic Area. This also indicates the third country concerned, the purpose for which the transfer will take place and the appropriate safeguards taken on the basis of Article 46 GDPR.

Third country	Purpose of transfer	Appropriate safeguards
Dependent on the destination chosen by the Controller.	Delivery of shipment(s)	<ul style="list-style-type: none">• Universal Postal Union• Contracts between network partners