

GENERAL TERMS AND CONDITIONS OF SALE

AGERTI NV — Business-to-Business (B2B) customers

Agerti NV, Broekstraat 86, 9270 Laarne, Belgium — Company number BE 0400.512.802

Article 1 – Scope

1.1 These general terms and conditions of sale (the "Terms") apply to every quotation, order, delivery and agreement between Agerti NV ("Agerti") and its professional customers (the "Customer"), to the exclusion of the Customer's own (purchasing) terms and conditions, even if the latter state that they alone shall apply.

1.2 These Terms apply exclusively to sales to businesses/professional buyers (B2B) within the meaning of the Belgian Code of Economic Law, and not to sales to consumers.

1.3 No derogation from these Terms shall be accepted unless expressly agreed in writing by a body of Agerti authorised under its articles of association or by an authorised representative of Agerti (see also Art. 8.2). The fact that Agerti does not invoke a provision of these Terms in a particular case can never be interpreted as a waiver of its right to invoke it at a later time.

1.4 By placing an order, the Customer acknowledges having read these Terms and accepts them without reservation.

Article 2 – Quotations and formation of the agreement

2.1 All quotations, price lists, catalogues and collections of Agerti are non-binding and do not commit Agerti, unless expressly confirmed in writing.

2.2 An agreement is only validly concluded upon written order confirmation by Agerti (acceptance is confirmed by default by means of a confirmation e-mail). Orders or agreements concluded by representatives, commercial agents or other sales staff of Agerti are not binding on Agerti until they have been expressly approved and confirmed in writing by a duly authorised person at Agerti.

2.3 Agerti reserves the right, at its sole discretion, to refuse or limit an order or a (new) business relationship, or to make it subject to an advance payment or other security. This applies in particular, but not exclusively: (i) if the creditworthiness or financial situation of the (prospective) Customer is doubtful; (ii) for commercial or strategic reasons, including Agerti's wish to monitor and steer its distribution network, its positioning and the image of its brands; or (iii) if the (prospective) Customer's shop(s), showroom(s) or (online) point(s) of sale are not (or no longer), in Agerti's reasonable opinion, compatible with the high-quality and exclusive image of Agerti's brands in terms of appearance, fit-out, location, surroundings or target segment.

2.4 Agerti applies the criteria referred to in Art. 2.3 in an objective, qualitative and non-discriminatory manner to all (prospective) Customers in a comparable situation, with the sole aim of safeguarding the quality, presentation and image of Agerti's brands. A refusal based on Art. 2.3 does not entitle the (prospective) Customer to any compensation.

Article 3 – Prices

3.1 All prices are always exclusive of VAT and exclusive of transport, packaging and insurance costs, unless expressly stated otherwise.

3.2 The price is determined in accordance with Agerti's rates applicable at the time of delivery. Rates, price lists or price indications shown or communicated to the Customer at the time the order is taken are purely indicative and do not bind Agerti.

3.3 Retail prices communicated by Agerti ("recommended retail prices") are indicative. However, see Art. 9 regarding the pricing policy requested by Agerti to protect its brand image.

Article 4 – Delivery and costs

4.1 Delivery times communicated are indicative and non-binding. Agerti depends on its production planning and on the supply of raw materials and materials from its suppliers, and will make every effort to serve the Customer as far as possible within the desired time frame.

4.2 A delay in delivery and/or failure to meet a delivery time cannot give rise to termination or rescission of the agreement — neither of the order concerned nor of the wider business relationship between the parties — nor to any compensation or price reduction payable by Agerti.

4.3 Within the European Union, Agerti delivers CPT (Carriage Paid To — Incoterms® in the version in force at the time of the order), so that transport costs are in principle included in the price. For orders with a net order value below €500 (excl. VAT), a flat-rate transport charge of €15 is nevertheless invoiced.

4.4 Outside the European Union, Agerti delivers in principle EXW (Ex Works — Agerti's warehouse), unless CPT delivery has been expressly agreed. If Agerti, at the Customer's request or by mutual agreement, organises transport on the Customer's behalf, the transport costs are passed on to the Customer on the basis of, at Agerti's choice and entirely at its discretion, (i) the estimated cost of the carrier appointed by Agerti, or (ii) the transport cost actually invoiced to Agerti. In that case, the carrier is always chosen by Agerti.

4.5 Without prejudice to the applicable Incoterm, the risk of loss of, damage to or destruction of the goods passes to the Customer when the goods are handed over to the first carrier (CPT), or when they are placed at the Customer's disposal in Agerti's warehouses (EXW), even where shipped carriage paid.

4.6 Agerti will use its best efforts to deliver the quantities ordered but gives no guarantee in this respect: the quantities actually delivered may differ from the quantities ordered, without this giving rise to any compensation or to refusal of the delivery by the Customer. If part of an order cannot be delivered, or cannot be delivered on time, Agerti will, within reasonable limits and in consultation with the Customer, do its best to replace that part with similar goods or other goods requested by the Customer; however, this does not constitute an obligation on Agerti's part.

Article 5 – Complaints and acceptance

5.1 The Customer must inspect the goods immediately upon delivery for visible defects, conformity and completeness. Complaints in this respect must, on pain of forfeiture, be notified to Agerti in writing (e-mail is sufficient) no later than 48 hours (2 calendar days) after delivery.

5.2 Other complaints (hidden defects, invoice disputes) must likewise be notified in writing within 5 calendar days of receipt of the invoice or discovery of the defect, respectively. Failing this, the delivery/invoice shall be deemed to have been accepted definitively and without reservation.

5.3 A complaint regarding part of the delivery does not entitle the Customer to refuse the entire delivery or to suspend payment of the undisputed part.

5.4 (Partial) use, onward delivery or resale of the goods constitutes acceptance of the delivery.

5.5 Except in the case of a complaint notified in time and validly in accordance with Art. 5.1-5.2, or with Agerti's prior express written consent, delivered goods will not be taken back. Outside those cases, the Customer has no right to return, exchange or refund of conforming goods, for example because of a change of mind or disappointing sales.

5.6 If the Customer refuses or prevents delivery or receipt of a correctly placed and conforming order, Agerti is entitled, automatically and without prior notice of default, to charge a flat-rate fee of 15% of the invoice amount (excl. VAT), plus the transport costs actually incurred (outbound and, where applicable, return), without prejudice to Agerti's right to prove and claim higher damage actually suffered. This does not affect the Customer's right to refuse a delivery in the event of a valid complaint in accordance with Art. 5.1-5.2.

Article 6 – Payment terms

6.1 Agerti's invoices are payable within [30] days of the invoice date, unless otherwise stated on the invoice or the order confirmation, and subject to the specific arrangement in Art. 6.2.

6.2 Customers who are not covered by Agerti's credit insurance must pay for the order in full in advance, before delivery. For orders covered by Agerti's credit insurance, a payment term of 30 days from the invoice date applies.

6.3 Any invoice not paid in full by its due date shall be increased, automatically and without prior notice of default, by: (i) late-payment interest at the rate for commercial transactions set by the Belgian Law of 2 August 2002 on combating late payment in commercial transactions or, if more favourable to Agerti, at a fixed rate of 1% per month or part thereof; (ii) the flat-rate compensation of €40 for recovery costs to which Agerti is in any event entitled under Art. 6 of the aforementioned Law; and (iii) additional flat-rate damages of 10% of the unpaid amount, with a minimum of €250, to cover other (extrajudicial) recovery costs, without prejudice to Agerti's right to prove and claim higher damage actually suffered.

6.4 Non-payment of a single invoice on its due date shall automatically and without notice of default render the outstanding balance of all other invoices of the Customer, even those not yet due, immediately payable. In that case, Agerti may also suspend or cancel the performance of pending orders, without prejudice to its right to damages.

6.5 All invoices are payable at Agerti's registered office or into Agerti's bank account. Agerti will never communicate a change to this bank account solely by e-mail; the Customer is expressly requested to verify any alleged change of account number by telephone with a known contact person at Agerti before making payment. Agerti cannot be

held liable for payments made by the Customer, without such verification, to a fraudulent or incorrect account number.

6.6 Payment by cheque or bill of exchange is not accepted by Agerti without prior written consent signed by a duly authorised representative of Agerti. Payment by cheque or bill of exchange, even if received by Agerti (or by a representative, agent or other appointee of Agerti), is only recognised as valid payment once the corresponding amount has actually been credited to Agerti's account. Agerti is in no event responsible for cheques or bills of exchange — including their loss, theft, forgery or misplacement — not even after their transfer to Agerti, to a representative, agent or other appointee of Agerti, or to any other person acting on Agerti's instructions.

Article 7 – Retention of title

7.1 The goods delivered remain the full and exclusive property of Agerti until full payment of the price, including principal, costs and interest, of the delivery or deliveries concerned, in accordance with Article 69 of the Insolvency Act and the provisions on retention of title of the Belgian Civil Code. The Customer acknowledges that this retention of title is an essential condition of the sale and undertakes to keep goods not yet paid in full identifiable as such and separate from other goods.

7.2 Notwithstanding this retention of title, the risk of loss of, damage to or destruction of the goods passes to the Customer in accordance with Art. 4.5. The Customer is therefore obliged to insure the goods for as long as they have not been paid in full.

7.3 In the event of non-payment of an invoice on its due date, non-compliance with the payment terms, or if Agerti has well-founded reasons to doubt the Customer's creditworthiness or solvency (including an application for judicial reorganisation, bankruptcy or a similar procedure), Agerti is entitled, without prior notice of default and without prior court intervention, to demand the immediate return of all goods not yet (fully) paid for, wherever they may be — as the utmost security for Agerti.

7.4 The Customer irrevocably undertakes to grant Agerti, or a carrier appointed by Agerti, free access to its premises, shops, warehouses or other places where the goods are located in order to collect the unpaid goods, without prior notice. All costs associated with such recovery (transport, storage, dismantling, ...) shall be borne in full by the Customer.

7.5 If the unpaid goods can no longer be taken back (in full) in their original condition, the Customer remains liable to pay the full price of those goods, without prejudice to Agerti's right to additional damages.

7.6 If the Customer resells goods not yet paid for before full payment to Agerti, the Customer hereby assigns to Agerti, by way of pledge/security, all claims arising from such resale, up to the amount still owed to Agerti.

Article 8 – Consignment

8.1 Agerti does not sell on consignment (sale-or-return). Any consignment arrangement requires a separate, specific written consignment agreement signed by both parties; on Agerti's side, such agreement can only be validly signed by a representative of Agerti NV authorised under its articles of association.

8.2 Oral commitments, arrangements, promises or agreements made by representatives, commercial agents, salespersons or other appointees of Agerti in relation to a

consignment arrangement — or to any other derogation from these Terms — are not binding on Agerti and shall be deemed never to have been validly entered into on Agerti's behalf, unless subsequently confirmed in writing by a representative of Agerti authorised under its articles of association.

8.3 In the absence of such a signed consignment agreement, all goods delivered to the Customer shall irrevocably be deemed sold (and therefore not on consignment), and these Terms — including the payment terms (Art. 6) and the retention of title (Art. 7) — shall apply in full.

Article 9 – Pricing policy and protection of the brand image

9.1 Agerti's brands expressly do not position themselves in the fast-fashion segment, but seek to maintain and convey a high-quality, sustainable and exclusive image. Agerti believes that this image is safeguarded in part by a dignified and consistent pricing policy throughout the entire sales network.

9.2 Agerti therefore expressly asks its Customers to limit discounts, sales, promotions and other price reductions on the products of its brands and to apply them with restraint, and to respect the recommended retail prices communicated by Agerti as far as possible, in the interest of the brand image and of preserving the value of the collections — which is also in the interest of the Customer and of the entire sales network.

9.3 For the avoidance of doubt, and as required by law: the Customer always remains entirely free to set its own resale prices. This article contains an express request and recommendation by Agerti and does not impose any binding obligation to apply minimum or fixed resale prices.

9.4 Agerti nevertheless reserves the right, in the event of repeated and systematic deviation from this request by a Customer in a manner that seriously and demonstrably harms the brand image, to review or terminate the business relationship with that Customer (deliveries, discounts granted, access to new collections, displays, ...), subject to a notice period of three (3) months and always in full compliance with applicable competition law.

Article 10 – Online sales and marketplaces

10.1 The Customer is not permitted to offer, put up for sale or sell the products of Agerti's brands via online marketplaces (such as, but not limited to, Amazon, Bol.com, Zalando, eBay, Vinted Pro or similar platforms), via subcontractors or subcontracted online shops, or via any other online platform or sales channel that is not the Customer's own direct online shop, without Agerti's prior express written consent.

10.2 If Agerti grants such consent, it applies — unless expressly agreed otherwise in writing — for an initial period of one (1) year from the date it is granted, and thereafter for successive periods of six (6) months each, aligned with Agerti's commercial seasons (summer season: February – August; winter season: September – January).

10.3 On expiry of the initial period, and thereafter on expiry of each 6-month period, the consent is tacitly renewed for a further period of 6 months, unless terminated in time in accordance with Art. 10.4.

10.4 Either party may terminate this consent at the end of the initial one-year period and thereafter at the end of each current 6-month period, subject to two (2) months' notice before the end of the current period.

10.5 Without prejudice to Art. 10.2-10.4, Agerti reserves the right to withdraw the consent referred to in this article in writing with immediate effect, even before the end of the current period, if the Customer does not (or no longer) meet the quality standards required by Agerti for the online presentation and sale of the products (including the quality of photographs and product information, packaging and shipping, and customer service), or does not comply with the pricing policy of Art. 9.

10.6 For sales via the Customer's own webshop, Agerti asks the Customer to respect the recommended retail prices referred to in Art. 9 and not to grant online discounts that are not also applied offline, always subject to Art. 9.3.

10.7 A breach of this Article 10 entitles Agerti, after a notice of default that remains unheeded within the time limit set, to suspend deliveries of goods to the Customer or to terminate the business relationship, without prejudice to Agerti's right to damages.

10.8 Compliance with the pricing policy of Art. 9 applies all the more strictly to online sales. Agerti's brands attach particular importance to protecting their physical ("brick-and-mortar") sales network — not only for commercial reasons, but also out of the conviction that, from an environmental point of view as well, not every product should be dumped online without limit and at any price. In the same spirit, Agerti will keep its own online discounts and sales to a minimum and will in principle reserve them for older products or end-of-series remainders.

Article 11 – Displays and promotional material

11.1 If Agerti makes displays, shelving or other promotional or presentation material available to the Customer, such material remains the property of Agerti and may only be used to present Agerti's products, unless agreed otherwise in writing.

Article 12 – Liability

12.1 Agerti is only liable for its own fraud, wilful misconduct or gross negligence, and for that of its appointees.

12.2 Agerti shall in no event be liable for indirect damage, such as — but not limited to — loss of turnover, profit or customers, or damage to reputation.

12.3 Without prejudice to Art. 12.1, Agerti's liability for any direct damage is always limited to the invoice amount (excl. VAT) of the delivery that gave rise to the damage.

Article 13 – Force majeure

13.1 Agerti cannot be held liable for any delay or failure resulting from force majeure, including but not limited to: natural disasters, epidemic or pandemic, war, strike or lock-out, fire, shortage of raw materials or materials, transport problems, cyber incidents or government measures, and any other circumstance beyond Agerti's reasonable control.

Article 14 – Intellectual property

14.1 All trademarks, logos, designs, models and other intellectual property rights relating to Agerti's products and collections remain the exclusive property of Agerti and/or its

licensors. The sale of the products does not entail any transfer of intellectual property rights.

14.2 The Customer is not permitted to use, reproduce or modify Agerti's trademarks, logos or designs, except to the extent strictly necessary for the normal resale of the products, and except with Agerti's prior written consent in all other cases.

Article 15 – Processing of personal data (GDPR)

15.1 Agerti processes the personal data of the Customer (or its representatives) for customer management and performance of the agreement (on the basis of the contractual relationship) and, where applicable, for direct marketing (on the basis of Agerti's legitimate interest). The Customer may at any time and free of charge object to processing for direct marketing purposes and may exercise its other rights (access, rectification, erasure, portability, objection) via Agerti's contact details.

Article 16 – Non-transferability

16.1 The rights and obligations arising from the agreement with Agerti may not be transferred by the Customer to third parties without Agerti's prior written consent.

Article 17 – Severability

17.1 The possible nullity, invalidity or unenforceability of (part of) a provision of these Terms shall not affect the validity of the remaining provisions. The parties undertake to replace the void provision in good faith with a valid provision whose economic and legal effect is as close as possible to that of the void provision.

Article 18 – Governing law and jurisdiction

18.1 These Terms and every agreement between Agerti and the Customer are governed exclusively by Belgian law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.2 Any dispute concerning the existence, validity, interpretation or performance of these Terms, or of any agreement between the parties, falls within the exclusive jurisdiction of the Enterprise Court of Ghent, Dendermonde division, without prejudice to Agerti's right instead to bring the matter before the court having jurisdiction under general law for the Customer's registered office/domicile.

Version 01.01 2026 — Agerti NV, Broekstraat 86, 9270 Laarne, Belgium — BE
0400.512.802