

Translation note: This English version is a translation of the Dutch original. In the event of any conflict, inconsistency, or difference of interpretation between this English translation and the Dutch version, the Dutch version shall prevail.

GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of Orderli B.V. (hereinafter referred to as "Orderli"), a company with address Turfmarkt 11, Leeuwarden. Orderli is registered with the Chamber of Commerce under number 77435877.

Definitions

In these General Terms and Conditions the following terms have the following meaning, unless expressly stated otherwise:

General Terms and Conditions: these general terms and conditions as stated below.

Company: the Counterparty acting in the exercise of a business or profession.

BW: the Dutch Civil Code.

Assignment: all activities, in whatever form, that Orderli performs for or on behalf of the Counterparty.

Distance service provision: an agreement concluded between Orderli and the Counterparty within the framework of an organised system for distance services whereby, up to and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for distance communication.

Service: all activities, in whatever form, that Orderli performs for or on behalf of the Counterparty.

Purchase at a distance: an agreement concluded between Orderli and the Counterparty within the framework of an organised system for distance selling whereby, up to and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for distance communication.

Agreement: every agreement concluded between Orderli and the Counterparty.

Product: all goods that are the subject of an Agreement.

Counterparty: the Company that has accepted these General Terms and Conditions and has given the assignment for the performance of an Assignment.

Unless the General Terms and Conditions expressly determine otherwise, in the interpretation of the General Terms and Conditions the singular shall also be deemed to include the plural and vice versa, and a reference to a masculine form shall also be deemed to include a reference to a feminine form and vice versa.

Applicability

1. These General Terms and Conditions apply to every offer, quotation and Agreement concluded between Orderli and the Counterparty, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with Orderli for the execution of which third parties must be involved.
3. The applicability of general terms and conditions of the Counterparty is expressly rejected.
4. Deviations from the Agreement and the General Terms and Conditions are only valid if these have been expressly agreed in writing between the parties.

Quotations and/or offers

1. All quotations and/or offers in respect of which the contrary has not been expressly stated apply as a non-binding offer and may always be revoked, including if they contain a period for acceptance. Offers/quotations may also be revoked by Orderli in writing within seven days after receipt of acceptance, in which case no agreement has been concluded between the parties.
2. All quotations and/or offers of Orderli are valid for 31 days, unless stated otherwise.
3. Orderli cannot be held to its quotations and/or offers if the Counterparty, on the basis of reasonableness and fairness and generally accepted views in society, should have understood that the quotation and/or offer or a part thereof contains an obvious mistake or clerical error.

4. If the acceptance deviates, whether or not on minor points, from the offer included in the quotation and/or offer, then Orderli is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Orderli indicates otherwise.

Formation of the agreement

1. The Agreement is concluded by acceptance by the Counterparty of the quotation and/or offer of Orderli.
2. Quotations and/or offers can only be accepted in writing (which also includes acceptance by electronic means). Nevertheless, Orderli is entitled to accept an oral acceptance as if it had been made in writing.
3. At the moment that Orderli receives an order confirmation from the Counterparty, an Agreement between the parties is concluded, or at the moment that Orderli actually starts the execution.
4. The Agreement replaces and supersedes all earlier proposals, correspondence, arrangements or other communication, whether made in writing or orally.

Execution of the agreement

1. The Agreement shall be executed by Orderli to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The application of Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
2. Orderli determines the manner in which and by which person(s) the Assignment is performed. Orderli is entitled to have certain activities performed by third parties.
3. Orderli is entitled to execute the Agreement in phases. If the Agreement is executed in phases, Orderli has the right to invoice each executed part separately. If and for as long as this invoice is not paid by the Counterparty, Orderli is not obliged to execute the next phase and it has the right to suspend the Agreement.

Changes and additional work

1. If during the execution of the Agreement it appears that for proper execution it is necessary to amend or supplement the Agreement, Orderli shall notify the Counterparty of this as soon as possible. The parties will then proceed in a timely manner and in mutual consultation to amend the Agreement.
2. If the parties agree that the Agreement is amended/supplemented, the time of completion of the execution may be affected as a result. Orderli shall inform the Counterparty of this as soon as possible.
3. If the amendment to or supplement of the Agreement will have financial, quantitative and/or qualitative consequences, Orderli shall inform the Counterparty thereof in advance.
4. If a fixed rate or fixed price has been agreed, Orderli shall indicate to what extent the amendment/supplement of the Agreement affects the rate/price. In doing so, Orderli will try, insofar as possible, to provide a quotation in advance.
5. Orderli will not be able to charge additional costs if the amendment/supplement is the result of circumstances attributable to Orderli.
6. Amendments to the originally concluded Agreement between the parties are only valid from the moment these amendments have been accepted by both parties by means of a supplementary or amended Agreement.

Obligations of the Counterparty

1. The Counterparty shall ensure that all data, instructions, materials and/or equipment that Orderli indicates are necessary, or which the Counterparty should reasonably understand are necessary for the execution of the Agreement, are made available in good time. The Counterparty must also grant Orderli access and all powers and authorisations necessary to properly perform the Assignment.
2. The Counterparty is responsible for the equipment and software in its organisation and for the use thereof, as well as for the control and security procedures and adequate system management.
3. If it has been agreed that the Counterparty shall make software, materials or data available on information carriers, these shall satisfy the specifications necessary for the execution of the work.
4. Orderli is not liable for damage of any nature whatsoever because Orderli relied on incorrect and/or incomplete data provided by the Counterparty, unless this incorrectness or incompleteness should have been apparent to Orderli.

5. If the materials supplied by the Counterparty are protected by intellectual property rights, the Counterparty guarantees that it has the required licences.
6. The Counterparty must refrain from conduct which makes it impossible for Orderli to properly perform the Assignment.
7. If activities are performed by Orderli or by third parties engaged by Orderli in the context of the Assignment at the location of the Counterparty or a location designated by the Counterparty, the Counterparty shall provide, free of charge, the facilities reasonably desired.
8. If the Counterparty has not complied with its obligations as included in this article, Orderli has the right to suspend the execution of the Agreement and/or to charge the Counterparty the additional costs arising from the delay according to the usual price or rates.

Installation of equipment

1. If agreed, Orderli shall install the equipment or have it installed.
2. In all cases, prior to delivery of the equipment, the Counterparty shall make available a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities. If desired, Orderli will submit a quotation to the Counterparty concerning the installation of these facilities.
3. The Counterparty shall grant Orderli access to the place of installation for the execution of the necessary work.

Testing and inspection

1. Testing and inspection of the Product is the joint responsibility of Orderli and the Counterparty. After testing, inspection and approval by the Counterparty, the Product is delivered.
2. The Counterparty must inspect the Product at the time of delivery and provide feedback. The number of feedback rounds included in the price or rate is two rounds. No additional costs will be charged for this.
3. If the Counterparty provides feedback thereafter, this shall be regarded as additional work.

Hosting provider

1. Orderli does not have hosting of its own at its disposal. Orderli engages a third party for hosting. In this capacity Orderli acts as a reseller.
2. The guarantee regarding the hosting is provided by the hosting provider. Orderli provides no guarantee with regard to the hosting.
3. Under no circumstances is Orderli liable or responsible for damage caused by shortcomings of third parties engaged by Orderli.
4. Orderli is never liable for damage arising from downtime, malfunctions, outage, loss of data at the hosting provider and third parties engaged by Orderli, regardless of the cause.

Content

1. Orderli is not responsible for the content and information of the website, application or other material and/or accounts of the Counterparty.
2. Orderli has the right to deactivate and/or remove the website, application or other material and/or accounts if the content:
 - a. has a violent character or refers to a location with violent content;
 - b. discriminates;
 - c. incites, carries out, promotes or praises illegal activities;
 - d. is contrary to legislation;
 - e. has been hacked or is being hacked.
3. Orderli is never liable for the damage because the website, application or other material and/or accounts of the Counterparty contained unlawful content, unless Orderli was aware of this content.

Malware and/or viruses

1. The Counterparty shall not place malware and/or viruses on its website, application or other material and/or accounts that can cause damage.
2. If the Counterparty has placed malware and/or viruses on his or her website, application or other material and/or accounts, the malware and/or virus shall be removed immediately.
3. If it repeatedly occurs that the Counterparty intentionally places malware and/or viruses on his or her website, application or other material and/or accounts, Orderli has the right to terminate the Agreement and to disable that which is associated with the malware and/or virus.

Transfer of risk

1. The Products that are the subject of the Agreement are at the expense and risk of Orderli up to the time of making the Products available to the Counterparty as Company.
2. The risk of loss, damage or depreciation of Products that are the subject of the Agreement passes to the Counterparty as Company at the moment that Products are made available to the Counterparty or to a third party designated by the Counterparty.

Prices

1. Unless expressly agreed otherwise in writing, the prices and rates stated by Orderli are always exclusive of VAT.
2. The prices and rates are exclusive of shipping, travel, accommodation and other expenses, unless agreed otherwise.
3. If no rate has been expressly agreed, the rate shall be determined on the basis of the hours actually spent and the usual rates of Orderli.
4. Orderli shall in good time before the conclusion of the Agreement provide the Counterparty with a statement of all additional costs or with data on the basis of which these costs can be charged to the Counterparty.
5. If Orderli agrees a fixed price or fixed rate when concluding the Agreement, Orderli is entitled to increase this, even when the price or the rate was originally not given subject to reservation.
6. If Orderli intends to change the price or the rate, it shall notify the Counterparty thereof as soon as possible.
7. If the increase of the price or the rate takes place within three months after the conclusion of the Agreement, the Counterparty may dissolve the Agreement by means of a written statement, unless:
 - a. the increase results from an authority or an obligation resting on Orderli pursuant to the law;
 - b. the increase is caused by a rise in the price of raw materials, taxes, production costs, currency exchange rates, wages etc. or on other grounds that were not reasonably foreseeable when entering into the Agreement;
 - c. Orderli is still prepared to execute the Agreement on the basis of what was originally agreed; or
 - d. it has been stipulated that execution will take place more than three months after conclusion of the Agreement.

Payment

1. Payment shall be made by transfer to a bank account designated by Orderli, unless agreed otherwise.
2. Orderli will send an invoice for the amounts owed by the Counterparty. The payment term of each invoice is 14 days after the date of the relevant invoice, unless otherwise stated on the invoice or agreed otherwise.
3. Invoicing takes place monthly, unless agreed otherwise.
4. Hosting must at all times be paid in advance for a period of one year.
5. Orderli and the Counterparty may agree that payment takes place in instalments in proportion to the progress of the work. If payment in instalments has been agreed, the Counterparty must pay in accordance with the instalments and the percentages as laid down in the Agreement.
6. Objections to the amount of the invoice do not suspend the payment obligation of the Counterparty.
7. The Counterparty is not entitled to deduct from the amount due any amount because of a counterclaim alleged by it.
8. In the event of non-payment or late payment, the Counterparty is in default by operation of law without notice of default being required. The Counterparty shall then owe the statutory commercial interest from the date on which payment became due until the day of full payment, whereby interest over part of a month is calculated over a full

month.

9. A payment made by the Counterparty shall first be applied to all interest and costs due and finally to payable invoices that have been outstanding the longest, even if the Counterparty states that the payment relates to later invoices.

10. If the Counterparty is negligent or in default in the timely performance of its obligations, all reasonable costs incurred to obtain satisfaction out of court shall be for the account of the Counterparty.

11. With regard to the extrajudicial collection costs, Orderli is entitled to compensation of 15% of the total outstanding principal sum, with a minimum of EUR 50 for every invoice that has not been paid in full or in part.

12. In the event of bankruptcy, suspension of payments, liquidation, general attachment of assets, death or guardianship, the claims of Orderli and the obligations of the Counterparty towards Orderli are immediately due and payable.

13. Any reasonable judicial costs and costs of execution incurred are also for the account of the Counterparty.

Retention of title

1. Ownership of the Products delivered by Orderli to the Counterparty passes to the Counterparty only if the Counterparty has properly fulfilled everything and has paid that which it owes under the Agreement.

2. The amount due also includes the compensation of all costs and interest (also of earlier and later deliveries), as well as claims for damages due to shortcomings in performance.

3. As long as ownership of the delivered goods has not passed to the Counterparty, the Counterparty may not resell, pledge or otherwise encumber that which falls under the retention of title, except within the normal exercise of his/her business.

Complaints

1. The Counterparty must examine the delivered Product at the time of delivery, but in any event within 7 days after delivery, to determine whether the delivered Product conforms to the Agreement or at least meets the requirements that apply to it in normal commercial practice.

2. The Counterparty must examine the Service at the time of execution, but in any event within 7 days after execution, to determine whether the delivered Service conforms to the Agreement.

3. Visible defects and shortcomings must be reported to Orderli in writing within 7 days after delivery of the Product. The defective Product must be returned together with proof of purchase, unless this is impossible or unreasonably burdensome.

4. Complaints must be reported to Orderli in writing within 7 days after execution of the Service.

5. Non-visible defects and shortcomings in a Product must be reported to Orderli within 7 days after their discovery. The defective Product must be returned together with proof of purchase, unless this is impossible or unreasonably burdensome.

6. The right to full or partial refund of the price, repair or replacement or compensation shall lapse if defects are not reported within the prescribed period, unless a longer period follows from the nature of the Product and/or Service or from the circumstances of the case.

Guarantees

1. Orderli guarantees that the delivered Products conform to the Agreement. Orderli also guarantees that the delivered Products satisfy the usual requirements and standards that may reasonably be set for them and that the Products possess those properties which, taking all circumstances into account, are necessary for normal use.

2. Orderli guarantees that the Services performed conform to the Agreement and are carried out with good workmanship and using sound materials.

3. The guarantee stated in these General Terms and Conditions applies to use within and outside the Netherlands.

4. If the delivered Product has been produced by a third party, the guarantee provided by that third party applies, unless stated otherwise.

5. If the delivered Product and/or the performed Service does not satisfy the guarantee, Orderli shall, after notification thereof by the Counterparty, proceed within a reasonable period to replacement or repair free of charge.

6. If the guarantee period has expired, all costs for repair or replacement (including administration, shipping and call-out costs) are for the account of the Counterparty.

7. Any form of guarantee lapses if a defect has arisen as a result of unskilled use or lack of care, or if it is the result of changes made to the delivered goods by the Counterparty or third parties. Nor is Orderli liable for any damage arising as a result of these defects.

8. The guarantee also lapses if the defect has arisen due to or is the result of circumstances over which Orderli cannot exercise any influence. These circumstances include, among other things, weather conditions.

Delivery period

1. If a period has been agreed or stated for delivery, that period is only indicative and can never be regarded as a strict deadline, unless expressly agreed otherwise in writing.

2. Orderli is not liable in the event of consequences detrimental to the Counterparty due to exceeding delivery periods, unless there is intent or gross negligence on the part of Orderli.

3. If Orderli requires data, materials or instructions from the Counterparty that are necessary for delivery, the delivery time commences after the Counterparty has provided these to Orderli.

4. For the agreed delivery periods it does not apply that Orderli is in default by operation of law after their expiry. For this purpose a further written notice of default is required each time, whereby Orderli shall be granted a period of at least 14 days to fulfil its obligations.

5. A notice of default is not required if delivery has become permanently impossible or if it has otherwise become apparent that Orderli will not fulfil its obligations under the Agreement. If Orderli still does not deliver within this period, the Counterparty has the right to dissolve the Agreement in accordance with Section 265 Book 6 of the Dutch Civil Code.

Maintenance

1. After completion and acceptance by the Counterparty, the Counterparty may conclude a maintenance and/or hosting agreement. Orderli shall apply separate prices and/or rates for this.

2. Both the Counterparty and Orderli have the right to terminate the maintenance and/or hosting agreement. The maintenance and/or hosting agreement may be terminated annually subject to a notice period of 1 month and must be done in writing.

3. The costs in connection with such an agreement must always be paid one year in advance.

Force majeure and unforeseen circumstances

1. A shortcoming cannot be attributed to Orderli or the Counterparty because the shortcoming is not due to its fault, nor for its account pursuant to law, juristic act or generally accepted views in society. In that case the parties are also not obliged to perform the obligations arising from the Agreement.

2. In the General Terms and Conditions, force majeure means, in addition to what is understood in that respect in the law and case law, all external causes, foreseen or unforeseen, over which Orderli cannot exercise any influence and as a result of which Orderli is not able to fulfil its obligations.

3. Force majeure on the part of Orderli shall in any case include:

a. strikes;

b. traffic disruptions;

c. government measures preventing Orderli from timely or properly fulfilling its obligations;

d. riots, revolt, war;

e. traffic obstructions;

f. shortage of labour;

g. extreme weather conditions;

h. fire;

i. import, export and/or transit prohibitions; and/or

j. any circumstance whereby the normal course of business is impeded as a result of which performance of the Agreement by Orderli cannot reasonably be demanded by the Counterparty.

Termination of the agreement

1. The parties may terminate the Agreement at any time by mutual consent.
2. The parties may terminate the Agreement prematurely in writing subject to a notice period of 1 month.
3. The parties may terminate the Agreement with immediate effect in writing in the event of:
 - a. application for or grant of suspension of payments to the other party;
 - b. application for bankruptcy by or declaration of bankruptcy of the other party; or
 - c. liquidation of the other party or non-temporary discontinuation of the business of the other party.
4. If the Agreement is dissolved, the claims of Orderli on the Counterparty are immediately due and payable. If Orderli suspends performance of its obligations, it retains its claims under the law and the Agreement. Orderli always retains the right to claim damages.

Return of items made available

1. If Orderli has made items available to the Counterparty in the execution of the Agreement, the Counterparty is obliged to return these items within 14 days in their original condition, free of defects and complete. If the Counterparty does not comply with this obligation, all resulting costs are for its account.
2. If the Counterparty, for whatever reason, after a demand to that effect, still remains in default with the obligation referred to in paragraph 1 of this article, Orderli has the right to recover from the Counterparty the resulting damage and costs, including the costs of replacement.

Liability

1. Orderli is only liable for direct damage that has arisen through gross negligence or intent of Orderli, and not for more than the amount paid out by the insurer to Orderli or at most once the amount stated in the invoice.
2. Direct damage is understood exclusively to mean:
 - a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
 - b. reasonable costs incurred to have the defective performance of Orderli comply with the Agreement, insofar as these can be attributed to Orderli; or
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to a limitation of direct damage as referred to in the General Terms and Conditions.
3. Orderli is never liable for indirect damage, including consequential damage, lost profit, missed savings, damage due to business interruption, damage as a result of the provision of defective cooperation and/or information by the Counterparty, damage due to non-binding information or advice provided by Orderli the content of which does not expressly form part of the Agreement, and all damage which does not fall under direct damage within the meaning of these general terms and conditions.
4. Orderli is never liable for errors in the material made available by the Counterparty or for misunderstandings or errors regarding the execution of the Agreement if these have their cause or origin in actions of the Counterparty, such as the failure to supply timely or to supply complete, proper and clear data/materials.
5. Orderli is never liable for errors if the Counterparty gave approval at an earlier moment or was put in the opportunity to carry out an inspection and indicated that it did not need such an inspection.
6. The limitations of liability laid down in this article are also stipulated for the benefit of third parties engaged by Orderli for the execution of the Agreement, and Orderli is never liable for damage caused by shortcomings of these engaged third parties.
7. Orderli is not liable for damage to or destruction of documents during transport or during dispatch by post, regardless of whether the transport or dispatch takes place by or on behalf of Orderli, the Counterparty or third parties.

Confidentiality

1. Both parties are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it was provided.

2. If, on the basis of a statutory provision or a judicial decision, Orderli is obliged to provide confidential information also to third parties designated by the law or the competent court, and Orderli cannot invoke with respect thereto a legal right of non-disclosure recognised or permitted by the law or the competent court, then Orderli is not obliged to pay damages or compensation and the Counterparty is not entitled to dissolve the Agreement on the basis of any damage arising from this.

3. Without prejudice to the foregoing, Orderli is authorised to include the name of the Counterparty on a list of relations, which is published on the website or by other expressions to third parties, unless agreed otherwise.

Indemnity

1. The Counterparty indemnifies Orderli, insofar as the law permits, against liability towards one or more third parties, which has arisen from and/or is related to the execution of the Agreement, regardless of whether the damage was caused by or inflicted by Orderli or by its assistant person(s), auxiliary goods or delivered/derived Products or Services.

2. In addition, the Counterparty indemnifies Orderli, insofar as the law permits, against all claims of third parties in connection with any infringement of intellectual property rights of those third parties.

3. The Counterparty is always obliged to do everything possible to limit the damage.

Intellectual property

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, equipment, documentation, advice, reports, electronic information as well as preparatory material thereof developed or made available in the context of the execution of the Agreement (jointly the "IP Material") rest exclusively with Orderli or its licensors.

2. The Counterparty only acquires any rights and powers with respect to the IP Material that follow from the Agreement and/or that are expressly granted in writing.

3. The Counterparty has a duty of confidentiality and is obliged to treat made-available IP Material confidentially, given that this contains confidential information and trade secrets of Orderli or its licensors.

4. The Counterparty is not permitted to transfer to third parties any acquired right or power with respect to the IP Material, except with the prior written consent of Orderli.

5. The Counterparty is not permitted to remove or alter any indication regarding intellectual property rights such as copyrights, trademark rights or trade names from the IP Material, unless agreed otherwise.

6. Subject to the General Terms and Conditions, the Counterparty is entitled to correct errors in the delivered IP Material, if this is necessary for the intended use thereof arising from the nature of the IP Material. Errors are understood to mean failure to comply with the functional specifications made known in writing by Orderli and, in the case of customised software, the expressly agreed functional specifications. There is only an error if it can be demonstrated and can be reproduced. The Counterparty is obliged to notify Orderli of errors without delay.

7. Orderli is permitted to take technical measures to protect the IP Material. If Orderli has secured the IP Material by means of technical protection, the Counterparty is not permitted to remove or circumvent this protection.

8. Any exploitation, reproduction, use or disclosure by the Counterparty of the IP Material that falls outside the scope of the Agreement or the granted rights and powers shall be regarded as an infringement of the intellectual property rights of Orderli.

9. There shall be no infringement of intellectual property rights if the Counterparty has obtained the express written consent of Orderli for exploitation, reproduction, use or disclosure of the IP Material that falls outside the scope of the Agreement or the granted rights and powers.

10. Orderli shall take care of backup copies of emails, websites and databases unless expressly stated otherwise on the websites of Orderli and/or agreed otherwise. However, Orderli bears no responsibility whatsoever for any loss of data and the resulting damage. The backup copies are for its own preservation. The Counterparty must also safeguard important information itself.

11. All IP Material developed by Orderli for the execution of the Agreement may be used by Orderli for its own promotional purposes, unless agreed otherwise with the Counterparty.

Privacy

1. Orderli respects the privacy of the Counterparty. Orderli handles and processes all personal data provided to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Counterparty agrees to this processing. In order to protect the personal data of the Counterparty, Orderli applies appropriate security measures.

2. Orderli uses the personal data of the Counterparty exclusively in the context of the execution of the Agreement or the handling of a complaint.

3. For more information about privacy, reference is made to the website of Orderli.

Limitation period

For all claims and/or powers that the Counterparty has against Orderli and/or against third parties possibly engaged by Orderli, a limitation period of one year applies, in deviation from the statutory limitation periods, from the moment a fact occurs that enables the Counterparty to exercise these rights and/or powers against Orderli and/or the third parties possibly engaged by Orderli.

Transfer

1. The Counterparty is not permitted, without having obtained written consent thereto from Orderli, to transfer to third parties rights and obligations arising from the Agreement.

2. Orderli is entitled to attach conditions to this consent.

Survival

The provisions of the General Terms and Conditions and the Agreement, of which it is expressly or by their nature intended that they also remain in force after termination of this Agreement, shall remain in force afterwards and shall continue to bind both parties.

Miscellaneous

1. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into later.

2. The administration of Orderli shall serve, save for proof to the contrary, as evidence of the applications made by the Counterparty. The Counterparty acknowledges that electronic communication can serve as evidence.

3. If and insofar as any provision of the General Terms and Conditions and the Agreement is declared null and void or is annulled, the remaining provisions of these General Terms and Conditions and the Agreement shall remain fully in force. Orderli shall then establish a new provision to replace the nullified/annulled provision, taking into account as much as possible the purport of the nullified/annulled provision.

4. The place of execution of the Agreement is deemed to be the place where Orderli is established.

Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, are in all respects governed by Dutch law.

2. All disputes between Orderli and the Counterparty which may arise as a result of an Agreement and/or the General Terms and Conditions, or agreements resulting therefrom, shall in the first instance be settled by the competent court of the District Court of Amsterdam.

Orderli B.V.

SUPPLEMENTAL SMS TERMS FOR U.S. MESSAGING

Program name and description

Program name: Orderli Order Notifications.

Program description: Orderli sends transactional SMS messages on behalf of participating restaurants to inform guests about their orders, including readiness, pickup, and other directly related order status updates.

Opt-in and consent

End users opt in to receive SMS order notifications by scanning a restaurant QR code, entering their phone number during the ordering flow, and actively checking a consent checkbox before submitting the order. By checking that box and submitting the order, the end user expressly agrees to receive SMS order notification messages from Orderli and the relevant participating restaurant in connection with that order.

Message frequency

Message frequency varies based on order activity and is typically between 1 and 4 messages per order.

Rates disclosure

Message and data rates may apply.

Opt-out and help

End users may opt out at any time by replying **STOP**. End users may obtain help by replying **HELP**. After an opt-out request is processed, no further SMS messages will be sent to that mobile number for the same messaging program unless the end user opts in again.

Supported content

The messaging program is limited to transactional order-related notifications. It is not intended for marketing or promotional campaigns unless separate express consent is obtained and the applicable disclosures are provided.

Privacy policy

Orderli's English Privacy Policy is available at: <https://orderli.com/en/privacy-policy>. Mobile opt-in data, text messaging consent, and related SMS contact data will not be shared with third parties or affiliates for marketing or promotional purposes.

Carrier disclaimer

Carriers are not liable for delayed or undelivered messages.

Scope

These supplemental SMS terms form part of the English translation of Orderli's General Terms and Conditions and apply only to the Orderli Order Notifications messaging program. All other rights and obligations remain governed by the applicable General Terms and Conditions, subject to the translation precedence note stated in the main English translation.