

## **Mamoa Europe B.V. --- General terms of business**

The private limited company MAMOA EUROPE B.V. (hereafter MAMOA) is registered with the Chamber of Commerce no. 95505954 and has its registered office at Westplein 57, 3016 BM Rotterdam, the Netherlands.

### Article 1 Definitions

1. The following definitions apply in these general terms of business, unless explicitly stated otherwise:
2. Offer: Any written offer by the seller to supply products to the buyer subject to these terms of business.
3. Business: A natural person, or legal entity exercising a profession or business.
4. Consumer: A natural person not exercising a profession or business.
5. Buyer: A business or consumer entering into a Contract with the seller.
6. Agreement: The contract for the sale and delivery of products bought by the buyer from MAMOA
7. Products: Baby strollers, e-bikes and accompanying accessories sold by MAMOA.
8. Seller: MAMOA, as the supplier of products to the buyer.

### Article 2 Applicability

1. These terms of business shall apply to every offer made by MAMOA, every agreement between MAMOA and a buyer, and every product offered by MAMOA.
2. Before concluding an agreement, the buyer shall have access to these terms. If this is not reasonably possible, MAMOA shall tell the buyer how to view them, and they are also published on its website.
3. In exceptional situations, these terms may be deviated from if this has been explicitly agreed in writing with MAMOA.
4. These terms shall also apply to additional, modified and follow-up agreements with the buyer. The buyer's general terms of business and/or purchase will not apply.
5. If any provision of these terms is wholly or partially invalid or unenforceable, the other provisions shall remain in force and the invalid/unenforceable provision shall be replaced by one with the same intention as the original provision.
6. Any uncertainties concerning the content and interpretation of these terms, or matters not covered by them, will be assessed and explained in the spirit of the terms.

### Article 3 Offers

1. All offers made by MAMOA shall be without obligation, unless explicitly stated otherwise in writing. If an offer is limited or valid under specific conditions, it shall explicitly state this. All offers shall be laid down in writing.
2. MAMOA shall be bound by an offer only if the buyer confirms it in writing, or pays the amount due. MAMOA may refuse to enter into an agreement with a potential buyer if it has good reason.
3. The offer shall contain an accurate description of the product and prices. This shall be sufficiently detailed for the buyer to make a proper assessment of it. MAMOA will not be bound by any obvious errors in the offer. Any images and specific data it contains are only an indication, and shall not entitle the buyer to claim damages or terminate the agreement. MAMOA cannot guarantee that the colors in an image correspond exactly with those of the product.
4. Delivery times and dates mentioned in an offer are indicative. If items are delivered late, this shall not entitle the buyer to claim damages or terminate the contract, unless explicitly agreed otherwise.
5. A combined quote does not oblige MAMOA to deliver any part of the goods included in the offer for part of the quoted price.
6. Special offer prices shall not automatically apply to repeat orders, and are valid only while stocks last.

### Article 4 Formation of the agreement

1. The agreement shall come into effect when the buyer explicitly and unambiguously agrees to it by email.
2. MAMOA may make an offer via its website or text message.
3. If the buyer accepts an offer, MAMOA shall confirm it in writing by order confirmation.
4. If the acceptance contains minor differences to the offer, MAMOA shall not be bound by it.
5. MAMOA will not be bound by an offer containing an obvious error if the buyer could reasonably have been expected to notice this and bring it to MAMOA's attention. The buyer shall not derive any rights from the error.
6. The right of revocation does not apply if the buyer is a business. The buyer shall be entitled to exercise its right of withdrawal within the statutory period. If revocation is applicable, the buyer shall handle the product and its packaging with care. It shall only unpack or use the product to the extent necessary to determine its nature, characteristics, and operation.

#### Article 5 Implementation of the agreement

1. MAMOA shall execute the agreement to the best of its knowledge and ability.
2. If necessary in order to fulfil the agreement, MAMOA may, at its discretion, subcontract certain work.
3. The buyer shall promptly provide all information that MAMOA requires, or could reasonably be expected to require, in order to carry out the agreement. Failing this, MAMOA may suspend its implementation.
4. In carrying out the agreement, MAMOA shall not be obliged to follow the buyer's instructions if this changes the content or scope of the agreement. If the instructions result in additional work for MAMOA, the buyer shall reimburse the extra costs.
5. MAMOA may, before carrying out the agreement, demand security or full payment in advance.
6. MAMOA shall not be liable for any damage that it causes as a result of relying on incorrect and/or incomplete data provided by the buyer, unless MAMOA knew that it was incorrect or incomplete.
7. The buyer shall indemnify MAMOA against any claims by third parties who suffer damages in connection with the execution of the agreement where this is the buyer's fault.

#### Article 6 Delivery

1. Unless otherwise stated the delivery shall be ex works.
2. If the start, progress or delivery of the work is delayed, for example because the buyer has not provided all requested information on time or at all, or does not provide its full cooperation, or make payment on time, or due to other circumstances beyond MAMOA's control, MAMOA shall be entitled to a reasonable extension of the delivery date. Late delivery shall not constitute grounds for terminating the contract. The buyer shall give MAMOA written notice of default and allow it a reasonable period to deliver the items, and shall not be entitled to compensation for the delay.
3. The buyer shall be obliged to take delivery of the goods when they are made available to it in accordance with the agreement, even if this is earlier or later than agreed.
4. If the buyer refuses to take delivery or fails to provide delivery information or instructions, MAMOA may store the goods at the buyer's expense and risk.
5. If the products are delivered by MAMOA or an external carrier, MAMOA may make a delivery charge unless otherwise agreed in writing. These shall then be invoiced separately unless explicitly agreed otherwise.
6. If MAMOA needs information from the buyer in order to carry out the agreement, the delivery period shall start when the buyer has provided this.
7. If MAMOA specifies a delivery time, this shall be indicative.
8. MAMOA may deliver the goods in batches, unless otherwise specified in the agreement or a partial delivery is of no use to the buyer. It may invoice the buyer separately for goods that it has delivered.
9. MAMOA may refuse delivery if it has good reason to believe that it will not receive payment.

#### Article 7 Packaging and transport

1. MAMOA will pack and secure goods properly so that they reach their destination in good condition.
2. Unless agreed otherwise in writing, prices include packaging.

3. If the buyer accepts goods without making any comments on the consignment note or receipt, this will constitute evidence that the packaging was in good condition at the time of delivery.

#### Article 8 Inspection

1. If the buyer is a consumer, they will examine the product (or have it examined) within 14 days of receipt, and will only unpack or use it to the extent necessary to assess whether to retain it. They shall examine whether the quality and quantity of the products delivered are in accordance with the agreement and meet normal commercial requirements. If the buyer is a business, they shall examine the products within 48 hours of receiving them.

2. The buyer shall examine the product, gain an understanding of how it is used and, if they intend to use it themselves, test it in accordance with the instructions. MAMOA shall not accept any liability for misuse of the product by the buyer.

3. If the buyer is a business, it shall report any visible defects or shortages in writing to support@mymamoa.com within 48 hours of delivery. If they are a consumer, they shall report them to MAMOA's fulfilment partner within 14 days after delivery. Non-visible defects or shortages shall be reported within 14 days of discovery and at the latest within six months after delivery. MAMOA shall not be liable for damage due to careless handling by the buyer.

4. If the buyer gives notice pursuant to the previous paragraph, it shall still be obliged to pay for the goods. If it wishes to return defective goods, it shall obtain MAMOA's prior written permission and return them in the manner indicated by MAMOA.

5. If a consumer rejects the goods, they shall return the product and all accessories to MAMOA, insofar as reasonably possible, in their original condition and packaging, and in conformity with MAMOA's instructions. The direct costs of return shipments shall be at the buyer's expense and risk.

6. MAMOA may check the condition and authenticity of the returned products before issuing a refund.

7. Refunds shall be processed as soon as possible, but may be made up to 30 days after receipt of the returned products. They will be made to the account number previously provided.

8. If the buyer complains about goods, it may not withhold payment or offset it against outstanding invoices.

9. If one or more products are not delivered, and this is MAMOA's fault, MAMOA will, on request by the buyer, send the missing product(s) or cancel the remaining order. The confirmation of receipt of the products shall be the determining factor in this respect. MAMOA will not be liable to the buyer for damages for items which do not meet its requirements.

#### Article 9 Prices

1. While the offer is valid, the prices of the products will not be increased, except in the event of changes in VAT rates.

2. Offer prices include VAT for buyers who are consumers, and exclude it for buyers that are companies.

3. The prices as mentioned in the offer are based on the costs applicable when the agreement is entered into, such as import and export duties, freight and unloading costs, insurance, and any levies and taxes.

4. If products include raw materials whose prices are subject to market fluctuations, and these are beyond MAMOA's control, it may offer these products at variable prices. The offer shall state that this is the case.

#### Article 10 Payment and collection policy

1. Unless agreed otherwise in writing: if the buyer is a business payment should be made in 50% upon order confirmation and the remaining 50% upon delivery.

2. If the buyer is a consumer, payment in full is required before delivery.

3. Payments should be done the currency and using the method specified in the invoice.

4. The buyer may not derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.

5. The buyer shall make due payments in one instalment to the account specified by MAMOA. Any other payment terms require MAMOA's explicit written consent.

6. If it has been agreed that the buyer will make periodic payments, MAMOA may adjust the current prices in writing, subject to three months' notice.

7. If the buyer is liquidated, declared bankrupt, has its assets seized, or suspends payments, MAMOA's claims against it shall be payable immediately.
8. MAMOA may use the buyer's payments to reduce first the costs, then the interest due, and finally the principal and accrued interest. It may refuse an offer of payment if the buyer specifies that it is to be credited to these items in a different order, and may refuse full payment of the principal if the outstanding and current interest and costs are not paid as well.
9. If the buyer is more than 30 days late in making a payment, and is a business, it shall be in default. If the buyer is a consumer, MAMOA shall first send them a written reminder granting them an additional 14 days from the reminder date to make the payment and specifying the court costs due if they fail to make payment within that period, after which they will be in default.
10. MAMOA may charge the statutory rate of interest from the first day of default until all extrajudicial costs have been paid in accordance with article 6:96 of the Dutch civil code, calculated according to the sliding scale specified in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
11. MAMOA may also require reimbursement of any reasonable additional costs that it incurs, including court and enforcement costs incurred.

#### Article 11 Retention of ownership

1. All goods delivered by MAMOA shall remain its property until the buyer has fulfilled all of its contractual obligations.
2. The buyer may not pledge goods as security, or subject them to any other lien, while they are subject to a retention of ownership.
3. If a third party seizes goods subject to a retention of ownership, or attempts to establish or assert any rights in relation to them, the buyer shall inform MAMOA as soon as reasonably possible.
4. If MAMOA wishes to exercise proprietary rights as indicated in this article, the buyer shall grant unconditional and irrevocable permission to MAMOA or its agents to enter any premises where the goods are located and take them back.
5. MAMOA may retain products purchased by the buyer if it has not yet fulfilled all of its payment obligations, even if MAMOA is required by the agreement to hand them over. After the buyer has met these obligations, MAMOA shall endeavor to deliver the products as soon as possible, and within 20 working days.
6. If MAMOA is required to store purchased products, it shall do this at the buyer's risk and expense, and the buyer shall reimburse these and other consequential losses to MAMOA immediately on request.

#### Article 12 Guarantees

1. MAMOA shall guarantee that the products comply with the agreement, the specifications stated in the offer, and the legal rules applying when the agreement is concluded.
2. Guarantees shall be explicitly agreed in writing, and may not exceed those that have been agreed.
3. The buyer may claim under guarantee only if it has met its payment obligations in full.
4. If the buyer makes a justifiable claim under a guarantee, MAMOA will repair or replace the goods free of charge. In the event of any additional damage, the liability provisions of these general terms shall apply. If MAMOA cannot reasonably be expected to repair the items and the buyer is a consumer, they may dissolve the agreement in writing or claim a discount on the agreed price and/or compensation.
5. The guarantee shall lapse when its term expires or if, in MAMOA's opinion, the buyer has altered or misused the goods.
6. Further information concerning guarantees is available at MAMOA's website.

#### Article 13 Instructions for use of products

The buyer shall follow the instructions given in the product manual. Any liability for damage resulting from incorrect use by the buyer is excluded.

#### Article 14 Suspension and dissolution

1. MAMOA may suspend fulfilment of its obligations, or dissolve the agreement, if the buyer does not fulfil its payment and other obligations under the agreement.

2. MAMOA may terminate the agreement if it has not yet been executed, without court action, and if the buyer does not fulfil its obligations under any agreement entered into with MAMOA.
3. MAMOA may terminate the agreement without notice if circumstances arise of such a nature that it cannot reasonably be expected to fulfil it, or to maintain it in its current form.
4. If the agreement is dissolved, MAMOA's claims against the buyer shall be immediately due and payable. If MAMOA suspends the fulfilment of its obligations, it shall retain its claims under the law and the agreement.
5. MAMOA may claim damages at any time.

#### Article 15 Limitation of liability

1. If MAMOA's becomes liable to the buyer or third parties concerning its fulfilment of the agreement, such liability shall be limited to the costs it charges in connection with the agreement, unless the damage has arisen due to intentional or gross negligence. Its liability shall in any case be limited to the maximum damages paid by the insurance company per event per year.
2. MAMOA shall not be liable for consequential or indirect damage, loss of profit and/or savings and other losses resulting from the use of the products. Buyers who are consumers shall be subject to a limitation in accordance with article 7:24 paragraph 2 of the Dutch civil code.
3. MAMOA shall not be liable for and/or obliged to repair damage caused by the use of the product. It will provide strict instructions for their maintenance and use, which must be observed by the buyer. All damage to the products as a result of carrying and using them is explicitly excluded from liability (including wear and tear, light and water damage, theft, loss, etc.).
4. MAMOA shall not be liable for damage which is or may be the result of any act or omission as a result of incomplete and/or incorrect information on the website(s) or linked websites.
5. MAMOA is not responsible for errors and/or irregularities in the functionality of the website or for malfunctions or the unavailability of the website for any reason.
6. MAMOA does not guarantee that emails it sends will be transmitted correctly and completely, or that they will be received in timely fashion.
7. All claims by the buyer due to shortcomings on the part of MAMOA shall lapse if they have not been reported to MAMOA in writing, giving reasons, within one year of the buyer becoming aware of the facts on which it bases its claims, or of such time as it could reasonably have been expected to become aware of them. All such claims shall expire one year after the termination of the agreement.

#### Article 16 Force majeure

1. MAMOA shall not be liable if it is unable to fulfil its obligations under the agreement as a result of force majeure, or any other circumstance beyond its control, by virtue of the law, a legal act, or generally accepted views.
2. Force majeure shall be understood to mean, but not limited to, its definition in statute and case law, (i) force majeure affecting MAMOA's suppliers, (ii) failure by suppliers prescribed or recommended by the buyer to MAMOA to fulfil their obligations, (iii) defects in the goods, equipment, software or materials of third parties, (iv) government measures, (v) power failures, (vi) failure of the internet, data networks and telecommunication facilities (e.g. as a result of cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at MAMOA, and (xi) other situations which, in MAMOA's opinion, are beyond its control and temporarily or permanently prevent the fulfilment of its obligations.
3. MAMOA may invoke force majeure if the circumstance preventing it from fulfilling its obligations occurs after it should have done so.
4. The parties may suspend the agreement during the period of force majeure. If this lasts longer than two months, either party may dissolve the agreement, without any obligation to pay damages to the other party.
5. If MAMOA has partially fulfilled its obligations under the agreement when the force majeure occurs, it may invoice the buyer for that part which it has fulfilled, and the buyer will pay this as if it were issued under a separate agreement.

#### Article 17 Transfer of risk

If the buyer is a business, the risk of loss of or damage to products under the agreement shall pass to it when the products leave MAMOA's warehouse. If it is a consumer, this risk shall be transferred to the buyer when the products enter its possession. This shall be the case if the

products have been delivered.

#### Article 18 Intellectual property

1. MAMOA shall retain all of its copyrights and other intellectual property, and these shall not be transferred to the buyer.
2. The buyer may not disclose and/or reproduce, modify or make available to third parties any documents on which MAMOA's intellectual property is based without its explicit prior written permission. If the buyer wishes to make changes to the goods, these shall require MAMOA's explicit agreement.
3. The buyer may use products that are MAMOA's intellectual property only as specified in the agreement.

#### Article 19 Privacy, data processing and security

1. MAMOA shall handle the personal data of the buyer and visitors to its website(s) with care, and where necessary inform them that it holds this data.
2. If MAMOA is required by the agreement to keep information secure, the level of security it provides shall comply with the agreed specifications and shall be reasonable in view of the state of the art, the sensitivity of the data, and the costs involved.

#### Article 20 Complaints

1. If the buyer is not satisfied with the products and/or the fulfilment of this agreement, it shall notify MAMOA as soon as possible, and at the latest within 14 calendar days of becoming aware of the problem, via support@mymamoa.com and with the subject "Complaint".
2. In order for MAMOA to deal with the complaint, it must be sufficiently substantiated and/or explained by the buyer.
3. MAMOA shall respond to the complaint as soon as possible, and within 14 calendar days of receiving it.
4. The parties shall attempt to reach an amicable solution.

#### Article 21 Applicable law

1. All agreements between MAMOA and the buyer shall be governed by Dutch law. The United Nations Convention on the International Sale of Goods shall not apply.
2. For the purposes of interpreting these general conditions, the Dutch text shall always be decisive. MAMOA may amend these conditions unilaterally.
3. Any disputes arising from the agreement between MAMOA and the buyer shall be settled by the competent court in Rotterdam, unless another court has legal jurisdiction.

Rotterdam, September 1 - 2025