

GENERAL TERMS AND CONDITIONS OF DELIVERY OF NEXTGYM B.V.

1. Definitions

- 1.1 In these general terms and conditions of delivery (hereinafter: "these Terms"), the following definitions apply:
- a. Nextgym: the private company with limited liability (besloten vennootschap) Nextgym B.V., having its statutory seat in Arnhem and its office at Koppelstraat 16, 6832 EP Arnhem, the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 74770039;
 - b. Customer: any natural person or legal entity to whom Nextgym makes an offer, or with whom Nextgym enters into an Agreement;
 - c. Consumer: a Customer, being a natural person, who is not acting in the course of a profession or business;
 - d. Agreement: any agreement between Nextgym and the Customer for the sale, delivery, import and/or export of Products;
 - e. Products: fitness equipment, fitness accessories and related goods, new or used, purchased, imported, exported, sold and/or delivered by Nextgym;
 - f. Third Party/Third Parties: any party involved in the performance of the Agreement, other than Nextgym or the Customer;
 - g. Sanctions Regulations: all applicable national and international laws and regulations in the field of economic and financial sanctions and export control, including but not limited to the Dutch Sanctions Act 1977 (Sanctiewet 1977) and the sanctions regulations based thereon, the sanctions regulations of the European Union, resolutions of the United Nations Security Council, Regulation (EU) 2021/821 (dual-use items) and, to the extent applicable, the regulations of the Office of Foreign Assets Control (OFAC) of the United States;
 - h. Wwft: the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme).

2. Applicability

- 2.1 These Terms apply to all offers made by, quotations issued by, and Agreements entered into with Nextgym, as well as to all (legal) acts arising therefrom.
- 2.2 The applicability of any purchasing or other terms and conditions of the Customer is expressly rejected.
- 2.3 Deviations from these Terms are only valid if and to the extent confirmed by Nextgym in writing and expressly.
- 2.4 If one or more provisions of these Terms prove to be void or are annulled, the remaining provisions shall remain in full force and effect. In that event, the parties shall consult to agree on a replacement provision that reflects the purport of the original provision as closely as possible.
- 2.5 To the extent that a provision of these Terms deviates, to the detriment of a Customer qualifying as a Consumer, from mandatory consumer law, that provision shall not apply vis-à-vis the Consumer and the applicable statutory provision shall apply instead.

3. Offers and formation of the Agreement

- 3.1 All offers and quotations made by Nextgym are without obligation (non-binding), unless expressly stated otherwise therein, and shall lapse two months after their date.

- 3.2 The Agreement is formed at the moment the Customer accepts Nextgym's offer in writing or electronically, or at the moment Nextgym sends an order confirmation that is not disputed in writing by the Customer within two working days.
- 3.3 Obvious errors, clerical mistakes or omissions in offers, order confirmations, on Nextgym's website or in other statements made by Nextgym shall not bind Nextgym.
- 3.4 Drawings, samples, models, images and specifications provided by Nextgym are indicative and serve for illustrative purposes only; no rights may be derived therefrom.

4. Right of withdrawal (exclusively for Consumers in distance contracts)

- 4.1 This article applies only where a distance contract has been concluded with a Consumer, for example via a webshop, by telephone or by e-mail.
- 4.2 The Consumer has the right to withdraw from the Agreement without giving reasons during a cooling-off period of 14 days, commencing on the day after receipt of the Product by or on behalf of the Consumer.
- 4.3 During the cooling-off period, the Consumer shall handle the Product and its packaging with care and shall not unpack or use the Product to any greater extent than necessary to establish its nature, characteristics and functioning.
- 4.4 To exercise the right of withdrawal, the Consumer shall notify Nextgym within the cooling-off period by means of the statutory model withdrawal form or in another unambiguous manner.
- 4.5 The right of withdrawal is excluded for: (a) Products manufactured to the Consumer's specifications or clearly intended for a specific person; (b) Products that are liable to deteriorate or expire rapidly; (c) sealed Products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery; and (d) the other cases listed in Section 6:230p of the Dutch Civil Code.
- 4.6 The cost of returning the Product shall be borne by the Consumer, unless Nextgym has failed to inform the Consumer of these costs. Following a valid withdrawal, Nextgym shall refund all payments made by the Consumer, including standard delivery costs, without delay and in any event within 14 days after Nextgym has been notified of the withdrawal, provided the Product has been received back or proof of its return shipment has been provided.
- 4.7 No statutory right of withdrawal applies to a Customer that does not qualify as a Consumer.

5. Prices

- 5.1 Unless stated otherwise in writing, all prices quoted by Nextgym are, for a Customer other than a Consumer, exclusive of VAT, import duties and other levies, and exclusive of packaging, transport and installation costs. For a Consumer, the prices quoted are inclusive of VAT.
- 5.2 Nextgym is entitled to change its prices as a result of changes in cost-determining factors, including exchange rates, raw material and material prices, import duties and levies, freight rates, insurance costs and government measures.
- 5.3 If a price change as referred to in Article 5.2 takes place within three months after the formation of the Agreement with a Consumer, the Consumer has the right to dissolve the Agreement, unless the change results from a statutory regulation.

6. Payment

- 6.1 Payment must be made in the manner and within the term stated in the Agreement or on the invoice. In the absence of a specifically agreed term, a payment term of 14 days after the invoice date applies.
- 6.2 Payment shall be made without discount, deduction or set-off, unless agreed otherwise in writing or to the extent set-off by a Consumer is permitted under mandatory law.

- 6.3 If the payment term is exceeded, the Customer shall be in default by operation of law, without any further notice of default being required, and shall owe interest from the due date: statutory interest pursuant to Section 6:119 of the Dutch Civil Code if the Customer is a Consumer, or statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code if the Customer is not a Consumer.
- 6.4 All reasonable costs incurred in obtaining out-of-court payment shall be borne by the Customer, provided that, with respect to a Consumer, the statutory scale set out in the Dutch Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten) shall apply.
- 6.5 In the event of late payment, repeated payment problems or well-founded doubt as to the Customer's creditworthiness, Nextgym is entitled to suspend (further) delivery without thereby becoming liable for damages. Costs resulting from the suspension shall be borne by the Customer, unless the Customer is a Consumer and the suspension is not attributable to it.

6.6 Third-party payments and sector-related payments

- a. Payment of Nextgym's invoices must in principle be made by the Customer itself, from a bank or payment account held in the Customer's own name.
- b. A payment made by a party other than the Customer (a third-party payment) shall only be accepted by Nextgym if: (i) there is a logical and verifiable reason for doing so; (ii) the payment and/or the information provided with it clearly indicates to which Agreement and/or invoice it relates; and (iii) the Customer provides Nextgym, upon its first request, with written evidence of the origin and the complete flow of funds of the payment.
- c. Nextgym is at all times entitled to refuse, reverse or charge back a third-party payment if the conditions under (b) are not met, without this affecting the Customer's payment obligation.
- d. Payments which, in Nextgym's reasonable opinion, are inconsistent with the nature, scale or sector of the Customer's business activities, or which are otherwise not logically explicable (non-sector-related payments), may be refused, suspended or held by Nextgym pending further investigation and/or additional documentation.
- e. The Customer shall, upon Nextgym's first request, provide all information and documentation that Nextgym reasonably requires in order to comply with its obligations under the Wwft and other applicable anti-money laundering and counter-terrorist financing laws and regulations, including information on the origin of funds, the identity of the ultimate beneficial owner(s) (UBOs) and the nature of the Customer's business activities.
- f. Nextgym is entitled to suspend delivery for as long as the requirements under (e) have not been met, without thereby becoming liable for damages. Costs and delay resulting from this paragraph shall be borne by the Customer, unless the Customer is a Consumer and the delay is not attributable to it.
- g. To the extent Nextgym is required to do so under applicable laws and regulations, it shall report unusual transactions to the competent authorities (including the Financial Intelligence Unit Nederland), without notifying the Customer thereof.

7. Security

- 7.1 Nextgym is at all times entitled, before (further) performing its obligations, to require the Customer to provide adequate security for the performance of its (payment) obligations.
- 7.2 If the requested security is not provided, not provided in time, or insufficiently provided, Nextgym is entitled to suspend performance of its obligations and/or to dissolve the Agreement in whole or in part, without prejudice to its other rights.

8. Delivery, transport, import and export

- 8.1 Unless otherwise agreed in writing, Nextgym delivers Ex Works (EXW), in accordance with the version of the Incoterms® of the International Chamber of Commerce (ICC) most recently published at the time the Agreement is formed, from Nextgym's place of business or warehouse at Koppelstraat 16, 6832 EP Arnhem, the Netherlands. This delivery term does not apply to a Customer qualifying as a Consumer; for a Consumer, the method of delivery stated in the Agreement applies.
- 8.2 Delivery takes place at the place and in the manner agreed in the Agreement, on business days during office hours, unless otherwise agreed.
- 8.3 Delivery times stated are determined to the best of Nextgym's knowledge on the basis of the circumstances known at the time the Agreement was concluded and shall never be regarded as a strict deadline, unless expressly agreed otherwise in writing.
- 8.4 To the extent that, notwithstanding EXW delivery, transport, loading, insurance and/or (customs) handling is nevertheless arranged by or on behalf of Nextgym, this shall be done solely for the account and risk of the Customer and without prejudice to Article 8.1. Nextgym is entitled to engage customs agents, carriers, installers and other Third Parties for this purpose. Import duties, excise duties, levies, customs costs and other costs related to import or export shall be borne by the Customer, unless agreed otherwise in writing.
- 8.5 The Customer is itself responsible for timely obtaining any permits, exemptions, certifications or other approvals required for the import, transit, export, trading or use of the Products in the country of destination, without prejudice to Article 15.
- 8.6 Partial deliveries are permitted and may be invoiced separately.
- 8.7 If delivery cannot proceed for any reason whatsoever, Nextgym is entitled to store the Products for the account and risk of the Customer, for a maximum period of thirty days, after which Nextgym is entitled to dissolve the Agreement.

9. Retention of title

- 9.1 Title to delivered Products shall only pass to the Customer once the Customer has fully satisfied everything it owes to Nextgym under the Agreement, including the principal sum, interest, costs and any damages.
- 9.2 As long as title has not passed, the Customer is not permitted to alienate, pledge, rent out, lend or otherwise encumber the Products, other than in the normal course of its business.
- 9.3 The Customer is obliged to inform Nextgym immediately if Third Parties assert rights in respect of Products delivered subject to retention of title, and irrevocably authorises Nextgym to enter the premises where the Products are located in order to repossess them if the Customer is in default.

10. Right of retention

- 10.1 Nextgym is entitled to suspend the surrender of Products or other items it holds for the Customer until the Customer has paid all amounts owed to Nextgym.

11. Passing of risk

- 11.1 The risk in the Products passes to the Customer at the time of delivery, or as much earlier as the Products come under the control of the Customer or a Third Party designated by it.
- 11.2 To the extent delivery takes place on an EXW basis in accordance with Article 8.1, risk passes at the moment Nextgym has placed the Products at the Customer's disposal at the agreed place of delivery, regardless of whether and when the Customer or a carrier designated by it actually collects the Products.

12. Inspection and complaints

- 12.1 The Customer is obliged to inspect the Products immediately upon delivery and to have any defects noted on the delivery note.
- 12.2 A Customer that does not qualify as a Consumer must report any other defects to Nextgym in writing, with reasons, within two working days of discovery and in any event within seven days of delivery, failing which the Products shall be deemed to have been unconditionally accepted.
- 12.3 A Consumer must report a defect to Nextgym within a reasonable time after discovering it or after it should reasonably have been discovered; a report made within two months of discovery shall in any event be deemed timely.

13. Warranty

- 13.1 Nextgym warrants that the Products conform to the Agreement and, where applicable, to the requirements stated in the product specifications, without prejudice to the remainder of this article.
- 13.2 For a Customer other than a Consumer, the specific warranty periods and conditions stated in the Agreement, the order confirmation or the manufacturer's warranty terms shall apply. For Products of third-party manufacturers, only the warranty conditions of the relevant manufacturer or supplier shall apply.
- 13.3 For a Consumer, the statutory conformity warranty under Section 7:17 et seq. of the Dutch Civil Code applies: the Consumer is entitled to a Product that conforms to the Agreement, irrespective of any additional warranty provided by Nextgym or the manufacturer.
- 13.4 If a warranty claim is found to be justified, Nextgym has the right, at its own discretion, to repair or replace the Product or part, or to dissolve the Agreement (in part), with reimbursement of the amount paid.
- 13.5 No warranty claim exists in the event of: damage caused by improper or incorrect use, normal wear and tear, failure to observe maintenance or usage instructions, repairs or modifications carried out by Third Parties not designated by Nextgym, or damage caused by external causes (including fire, water damage and natural disasters).

14. Liability

- 14.1 Nextgym's liability for damage suffered by the Customer as a result of an attributable failure to perform the Agreement, or arising from a tortious act, is limited to compensation for direct damage and is, per event (a series of related events being regarded as a single event), limited to the amount paid out under Nextgym's liability insurance in the relevant case, increased by the applicable excess, or, if no payment is made, to the invoice amount of the relevant Agreement, subject to a maximum of €5,000.
- 14.2 Nextgym shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
- 14.3 The limitations in this article do not apply to the extent the damage is the result of intent or deliberate recklessness on the part of Nextgym or its management, nor to the extent mandatory law does not permit a limitation of liability towards a Consumer, including in the event of death or personal injury.

15. Sanctions regulations, export control and prohibition on (re-)delivery to sanctioned countries

- 15.1 The Customer warrants and guarantees that it, its directors and its ultimate beneficial owner(s) (UBOs), and, to the extent known or reasonably ascertainable to it, also its customers and end-users, do not appear on any sanctions list of the European Union, the United Nations, the United States (including the OFAC lists) or any other competent authority, and are not incorporated, resident, or ordinarily resident in a country or territory subject to comprehensive sanctions.

- 15.2 The Customer is expressly prohibited from selling, delivering, transferring, exporting, transiting, re-exporting or otherwise making available the Products delivered by Nextgym, directly or indirectly, in whole or in part, to: (a) countries or territories subject to Sanctions Regulations that prohibit or restrict the delivery, sale or use of the Products; (b) persons, legal entities or entities appearing on any applicable sanctions list; or (c) persons, legal entities or entities which the Customer knows, suspects or reasonably ought to suspect intend the Products to be (partly) used in, transited to, or otherwise to benefit a country, territory, person or entity referred to under (a) or (b).
- 15.3 The prohibition in Article 15.2 applies in full to onward delivery via intermediaries, distributors, group companies or other Third Parties. The Customer warrants that it will, to the extent reasonably possible, contractually impose this prohibition on its own customers.
- 15.4 The Customer shall, upon Nextgym's first request, provide all information and documentation that Nextgym reasonably requires to establish compliance with the Sanctions Regulations and this article, including an end-use statement and information on the identity of the end-user and the country of final destination.
- 15.5 Nextgym is entitled to suspend, refuse or terminate performance of the Agreement, in whole or in part, with immediate effect and without thereby becoming liable for damages, if Nextgym has reasonable grounds to believe that this article or the Sanctions Regulations are being, or are about to be, breached, or if, in Nextgym's opinion, (further) performance of the Agreement would conflict with the Sanctions Regulations.
- 15.6 In the event of a breach of this article by the Customer, Nextgym is entitled to dissolve the Agreement, in whole or in part, with immediate effect and without prior notice of default, without prejudice to its right to full compensation of damages.
- 15.7 The Customer indemnifies Nextgym against all damages, fines, costs and claims of Third Parties arising from or related to a breach by the Customer of this article or the Sanctions Regulations.
- 15.8 Nextgym reserves the right to impose on the Customer, in the event of a breach of the provisions of Article 15.2 and/or 15.3 (direct and/or indirect onward delivery to sanctioned countries or sanctioned parties), an immediately due and payable penalty of €10,000 (ten thousand euros) per breach, without prejudice to Nextgym's right to claim full compensation for the actual damage suffered instead of this penalty if such damage exceeds the penalty amount. The penalty is payable without any prior notice of default or judicial intervention being required, and is without prejudice to Nextgym's other rights under this Article 15, including the right of dissolution (Article 15.6) and indemnification (Article 15.7).
- 15.9 This article does not affect Nextgym's own obligation to comply with the Sanctions Regulations in performing the Agreement.

16. Force majeure

- 16.1 Force majeure includes, without limitation: war, riot, terrorism, epidemic or pandemic, natural disasters, strikes, government measures (including import and export restrictions and sanctions measures), disruptions in the energy supply, cyber incidents, and failures on the part of suppliers, carriers or other Third Parties engaged by Nextgym.
- 16.2 During a period of force majeure, Nextgym's obligations shall be suspended. If the force majeure situation continues for longer than sixty days, both parties are entitled to dissolve the Agreement, to the extent affected by the force majeure, without any obligation to pay damages.

17. Privacy and data protection

- 17.1 Nextgym processes personal data of the Customer (and, where applicable, of its contact persons, directors and ultimate beneficial owners) in accordance with the General Data Protection Regulation (GDPR) and other applicable privacy legislation.

- 17.2 Nextgym processes personal data solely for the following purposes and on the legal basis stated with each: (a) entering into and performing the Agreement, including order processing, invoicing, delivery, warranty and complaint handling (performance of a contract); (b) complying with legal obligations, including the statutory tax retention obligation, the Wwft and the Sanctions Regulations, including the identification and verification obligations referred to in Articles 6.6 and 15 (legal obligation); and (c) customer management, debtor management, fraud and risk prevention and the security of its business operations (legitimate interest of Nextgym).
- 17.3 Nextgym processes, among others, the following categories of personal data: name, address and contact details; company and job-title details; order, delivery and payment details; and, solely to the extent necessary to comply with the Wwft and the Sanctions Regulations, identity and identification documents and information on ultimate beneficial owners (UBOs).
- 17.4 Nextgym does not retain personal data for longer than necessary for the purposes stated above, provided that data that must be retained under the statutory tax retention obligation is retained for seven years, and data that must be retained under the Wwft is retained for five years after the end of the relationship between Nextgym and the Customer.
- 17.5 Nextgym only discloses personal data to third parties to the extent necessary for the purposes stated in Article 17.2, including to carriers, customs agents, payment service providers, IT service providers, and supervisory or investigative authorities, and shall never sell personal data to third parties.
- 17.6 To the extent personal data is transferred outside the European Economic Area in connection with the import or export of Products, Nextgym shall ensure appropriate safeguards in accordance with the GDPR, such as an adequacy decision of the European Commission or standard contractual clauses.
- 17.7 Nextgym takes appropriate technical and organisational measures to protect personal data against loss or unlawful processing.
- 17.8 The Customer, or the natural person concerned, has the right to request Nextgym to provide access to, rectify, erase or restrict its personal data, the right to object to the processing, the right to data portability, and, to the extent the processing is based on consent, the right to withdraw that consent. In addition, the right exists to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).
- 17.9 Requests under this article may be addressed in writing to Nextgym at the address stated in Article 1.1(a), or via info@nextgym.eu.

18. Intellectual property

- 18.1 All intellectual property rights relating to the Products, documentation, software and other materials of Nextgym vest in Nextgym or its licensors, unless the Products concerned are those of another manufacturer or supplier.
- 18.2 The Customer is not permitted to remove or alter any indications of intellectual property rights, trademarks, type or identification numbers on the Products.

19. Assignment of the Agreement

- 19.1 Nextgym is entitled to transfer its rights and obligations under the Agreement, in whole or in part, to a Third Party. The Customer hereby grants its cooperation in advance to such transfer.

20. Complaints procedure

- 20.1 Complaints regarding the performance of the Agreement must be submitted to Nextgym in writing, fully and clearly described, within a reasonable time after the Customer has discovered the defects.

- 20.2 A Consumer may also submit a dispute that is not resolved through mutual consultation via the European ODR platform (ec.europa.eu/consumers/odr), to the extent the Agreement was concluded via the internet.

21. Governing law and dispute resolution

- 21.1 All offers made by and Agreements entered into with Nextgym are governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.2 All disputes arising from or relating to an offer made by or an Agreement with Nextgym shall be submitted to the competent court of the Rechtbank Gelderland, location Arnhem (District Court of Gelderland, Arnhem location). If the Customer is a Consumer, it has the statutory period of one month after Nextgym has invoked this clause in writing to opt for the court competent under the applicable statutory rules.

Effective as of 11 October 2026.

This is an English translation of the Dutch-language "Algemene Leveringsvoorwaarden Nextgym B.V." In the event of any discrepancy or ambiguity between this translation and the Dutch original, the Dutch original shall prevail.