Terms and Conditions

Trade8 B.V. · Euvelgunnerweg 25A, 9723 CV Groningen · trade8.nl

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1. Definitions

1.1 In these terms:

a. **Trade8** means Trade8 B.V., established at Euvelgunnerweg 25A, 9723 CV Groningen, the Netherlands, registered with the Dutch Chamber of Commerce under number 99753227.

b. **Customer** means the business that has an account on the platform and uses services or places orders through the platform, including the users acting on its behalf.

c. **Agent** means the purchasing agent in China engaged by Trade8, who performs work for the customer as Trade8's auxiliary person (hulppersoon), such as purchasing, contact with suppliers, quality control and preparing goods for shipment.

d. **Supplier** means the manufacturer, wholesaler or other seller, usually in China, from whom products are purchased for the customer.

e. **Platform** means the Trade8 web application, API and webhooks through which the customer searches for products, places orders, gives approvals, communicates and pays invoices.

f. **Product** means an item that is searched for, offered or purchased through the platform.

g. **Order** means an instruction to Trade8, placed and paid through the platform, to purchase products in the name and for the account of the customer and to have them inspected and transported.

h. **Service** means any other performance by Trade8 through the platform, such as sourcing, custom sourcing, branding, samples, the compliance service, quality control and the coordination of transport.

i. **Importer** means the party that imports the products into the European Union in its own name and places them on the market. Under these terms that is always the customer.

j. **Approval** means an approval the customer gives through the platform, for example of QC photos, a print proof or a custom product, recorded as described in article 12.

2. Applicability and order of precedence

2.1 These terms apply to every use of the platform and to every order and service between Trade8 and the customer. General terms and conditions of the customer do not apply.

2.2 Trade8 works exclusively for businesses. By registering, the customer declares that it acts in the course of a trade or business. Provisions that protect consumers do not apply.

2.3 These terms exist in Dutch and in English. In case of any difference between the two texts, the Dutch text prevails.

2.4

An order or service is governed by the version of these terms that the customer had accepted at the time of the order or request. What is recorded on the platform with the order or request, such as prices, percentages, terms and specifications, is decisive and forms part of the agreement.

2.5 Deviations from these terms apply only if Trade8 has confirmed them through the platform or in writing.

2.6 If arrangements conflict, the following order of precedence applies, an arrangement listed earlier prevailing over one listed later:

a. a specific written agreement between Trade8 and the customer;
b. the order or the approval on the platform;
c. the product data and the other information the platform shows with the order;
d. these terms.

3. Role of Trade8 and of the customer

3.1 Trade8 is a purchasing agent and service provider. Trade8 purchases products from suppliers in the name and for the account of the customer and coordinates quality control and transport. Trade8 does not buy the products to resell them to the customer and is not the seller, manufacturer, importer or distributor of the products.

3.2 The customer is the buyer, importer and consignee of the products. The commercial invoice, the packing list and the transport documents are issued in the name of the customer. If goods of several customers travel in one shipment, each customer receives its own documents and declares its own goods.

3.3 As the importer, the customer is itself responsible for:

a. a valid EORI number;
b. the import declaration in its own name, filed by itself or by a customs broker it appoints;
c. payment of import duties, import VAT and other charges on import, and the costs of customs clearance;
d. the conformity of the products with the rules of the country of destination, including CE marking, the General Product Safety Regulation (GPSR), labelling, language requirements and traceability;
e. appointing an economic operator established in the European Union where the law requires one;
f. the registrations, permits and extended producer responsibility (for example for packaging, batteries or electronics) that apply to its products.

3.4 Trade8 never acts as importer, as customs representative or as seller of the products in the European Union, and does not advance import duties or import VAT.

3.5 The customer gives Trade8 complete and accurate information about the products, their intended use and the market on which it places them. It informs Trade8 immediately of any safety complaint, recall or question from an authority concerning products purchased through

Trade8, and cooperates fully in any recall. The costs of doing so are borne by the customer.

4. Excluded products, classification and estimates

4.1 Trade8 has every product classified (HS code and risk level), among other things through the Import8 classification service, and on that basis decides whether and on which conditions it facilitates a product. Trade8 does not search for, purchase or transport products that are prohibited according to the classification. Products with an increased risk can only be ordered after review by Trade8 or after purchase of the compliance service (article 13.4). The customer's plan may determine up to which risk level ordering is possible.

4.2 Trade8 may refuse or stop a product, a request or an order if it reasonably suspects that the product is prohibited or unsafe, infringes third-party rights, or that the customer's information is incorrect. Trade8 credits what the customer has already paid for purchases that as a result do not take place.

4.3 Classifications, risk levels, document lists and other compliance information on the platform are tools with which Trade8 decides what it facilitates. They are no guarantee that a product complies with the law, no binding tariff classification and no legal or tax advice. As the importer, the customer remains responsible for the classification and the declaration to customs. If customs classifies a product differently, the consequences are for the customer's account, unless they result from an error of Trade8.

4.4 Estimates of import duties, import VAT, freight and other import costs, for example in the cart, are for information only. They are not part of the price, the invoice or the payment to Trade8. Customs levies the actual duties and taxes on the customer as the importer.

4.5 The customer warrants that the products, their intended end use and the end users are not subject to sanctions, embargoes or export restrictions of the European Union, the United Nations, the Netherlands or China, including the rules on dual-use goods, and that neither it nor its customers are a party against which such sanctions apply. Trade8 may refuse or stop a product, order or service if it reasonably suspects otherwise. Trade8 credits what the customer has already paid for purchases that as a result do not take place, insofar as the law permits.

5. Account and use of the platform

5.1 An account requires the company name, the Chamber of Commerce number, the VAT number and contact details, and a valid EORI number is required to place orders. Trade8 reviews every registration and may refuse it without giving reasons. Orders are only accepted for businesses and delivery addresses in the countries that the platform allows at checkout.

5.2 The customer keeps login credentials, API keys and webhook secrets confidential and reports any unauthorised use immediately. It is responsible for all actions, approvals and claims made from its account. Trade8 strongly recommends two-factor authentication.

5.3

An organisation may have several users within the limits of its plan. The customer is responsible for the actions of its users.

5.4 Search results, automatic translations, supplier product data, dimensions and other automatically obtained information are shown without any guarantee of accuracy or completeness. What the customer approves with an approval (article 12) is binding.

5.5 Trade8 uses its best efforts to keep the platform well available but does not guarantee uninterrupted or error-free operation. Trade8 announces scheduled maintenance in advance where possible.

5.6 Trade8 may suspend access to the platform or terminate the account in case of a breach of these terms, payment arrears or a reasonable suspicion of fraud or misuse. Open orders are then settled under article 21.

6. All contact runs through the platform

6.1 The customer and the agent communicate exclusively through the platform. The customer will not contact the agent, and the agent will not contact the customer, outside the platform, by e-mail, phone, WhatsApp, WeChat or in any other way.

6.2 The customer has "come to know through Trade8" a supplier, factory, warehouse or agent if it was shown or introduced to the customer through the platform or by the agent, for example in search results, sourcing options, product data, QC information or documents, or if the customer had contact with it through Trade8 (the platform, the agent or Trade8 itself).

6.3 The customer will not purchase from, or place orders with, a supplier, factory, warehouse or agent it has come to know through Trade8 other than through the platform, including through an intermediary or an affiliated business. This applies for as long as the account exists and for 24 months after its termination.

6.4 Article 6.3 does not apply to:

a. a supplier the customer demonstrably already knew before it was shown or introduced to the customer through Trade8; the burden of proof lies with the customer, for example through earlier orders, invoices or correspondence;
b. the supplier of the customer's own products that the customer itself entered on the platform, with a supplier it supplied itself.

6.5 The agent has accepted the same obligation towards Trade8 and the customer: it will not contact Trade8 customers outside the platform, will not accept contact from them outside the platform, and will not purchase for them or trade with them other than through the platform, for as long as it works for Trade8 and for 24 months thereafter.

6.6 In this way every agreement, approval and instruction remains recorded and enforceable. Arrangements made outside the platform do not bind Trade8.

6.7

If this article is breached, Trade8 may suspend or terminate the account. In addition, the customer or the agent that breaches this article pays, as damages and not as a penalty, the fees (such as the purchasing margin, currency surcharge and service charges) that Trade8 would reasonably have received had the circumvented purchase gone through Trade8. If Trade8 shows that its loss is higher, the higher loss is compensated. Acceptance of these terms, including this article, is recorded as described in article 22.2.

7. API and webhooks

7.1 Depending on its plan, the customer may connect the platform to its own systems through the API and webhooks. The customer uses the API only for its own purchasing and the data of its own organisation.

7.2 Reselling API access, large-scale extraction (scraping) of data, circumventing or exceeding the limits of the plan and reverse engineering are not permitted. Trade8 may temporarily restrict access if limits are exceeded.

7.3 Trade8 may change or discontinue endpoints and webhook events. Trade8 announces changes that break existing integrations at least 90 days in advance. Webhook endpoints that fail repeatedly are deactivated automatically.

8. Subscriptions and usage

8.1 Use of the platform runs through a plan. Every plan has a monthly price, a number of sourcings per month and limits for users, storage and HS code checks, among other things, as shown on the platform.

8.2 A sourcing counts when the customer starts the search, not when it uploads. Custom sourcing does not count (article 13.1). Once the limit of the plan is reached, the customer can continue at the extra price per additional sourcing stated on the platform or, if the plan has no extra price, after an upgrade.

8.3 The subscription and any usage above the limits are invoiced per calendar month in arrears. The first month is charged pro rata from the day of activation.

8.4 The customer can upgrade to a higher plan at any time with immediate effect. Downgrading to a lower plan and cancelling go through Trade8 and take effect at the end of the current calendar month. Amounts already due are not refunded.

8.5 VAT is charged at the standard rate (currently 21%) on the subscription, the usage and the services of Trade8.

8.6 If an invoice is not paid on time, Trade8 may restrict or suspend access to the platform after a reminder.

9. Orders, prices and payment

9.1

The customer puts an order together in the cart. Supplier prices are converted from the supplier's currency (usually Chinese yuan) to euros and updated when adding, refreshing and checking out. The price at checkout is the price of the order.

9.2 The price of an order consists of:

a. the supplier's product price, including any surcharges and one-off set-up or tooling costs;
b. Trade8's purchasing margin;
c. a currency surcharge that absorbs exchange rate fluctuations between payment and purchase.

9.3 The purchasing margin and the currency surcharge are percentages as shown on the platform and appear as separate lines on the invoice. The product price is charged on in the name and for the account of the customer without Dutch VAT; VAT is charged on the purchasing margin, the currency surcharge and Trade8's other services (article 8.5). Freight is charged separately (article 10).

9.4 The customer pays an order in advance through the platform, via the payment provider Mollie, within the term stated on the platform. If payment is not made on time, the order lapses. The order is binding once payment has been received; Trade8 purchases only after that.

9.5 If a supplier cannot deliver a product, or cannot deliver it in full, Trade8 informs the customer and credits the amount paid for the part not delivered, unless the customer opts for an alternative offered by Trade8.

9.6 Because the customer is a business, there is no right of withdrawal. An order can only be cancelled as long as Trade8 has not yet purchased the products from the supplier.

9.7 If the customer does not pay an invoice on time, it owes the statutory commercial interest without notice of default, and Trade8 may suspend its obligations, including purchasing, booking freight and shipping. Reasonable extrajudicial collection costs are for the customer's account.

9.8 The customer submits any objection to an invoice through the platform within 14 days of the invoice date. An objection does not suspend the obligation to pay.

9.9 Trade8 may have an order purchased, delivered and shipped in parts, for example if a supplier does not deliver everything at once or if products are approved at different times. Charges calculated per shipment, such as freight, are then invoiced per partial shipment. A part delivered later (backorder) is shipped as soon as it is ready and approved, or credited under article 9.5.

10. Freight

10.1 Freight is not charged on the order. At checkout the platform shows a freight estimate; it is not binding.

10.2 Freight is priced at the rate of the day on which the products are ready for shipment, based on the actual dimensions and weights and the chosen mode of transport. If the rate of the

day exceeds the estimate by more than the percentage stated on the platform, the customer chooses: accept the rate of the day, wait for a later shipment, or cancel the shipment of the order lines concerned. On cancellation, the product price and Trade8's charges remain due; Trade8 and the customer agree through the platform on what happens to the products.

10.3 Freight is paid in advance by default: Trade8 invoices the freight as soon as the products are ready for shipment and books the transport after receiving payment. After a number of freight invoices paid on time, as stated on the platform, the customer may choose to pay afterwards, with the payment term stated there. Trade8 may withdraw that choice in case of payment arrears.

10.4 VAT on freight is charged in accordance with the Dutch VAT Act 1968 (Wet op de omzetbelasting 1968).

11. Right of retention and storage

11.1 The products are purchased in the name and for the account of the customer; a retention of title therefore does not apply. Until the customer has paid everything it owes Trade8 for the order or shipment concerned, Trade8 may retain the products and the related documents and suspend shipment, release or delivery (right of retention, retentierecht).

11.2 The right of retention also applies to amounts the customer still owes Trade8 for earlier orders and services, insofar as the law permits.

11.3 Products awaiting an approval or a payment from the customer are stored for the customer's account and risk. Costs of extra handling and of a later shipment resulting from this are for the customer's account.

11.4 If, within 30 days after a reminder, the customer has not approved, not requested a correction or not paid, Trade8 may send a formal notice through the platform or in writing setting a reasonable period. If the customer does not act within that period either, Trade8 may charge reasonable storage costs from the end of that period.

11.5 If the customer remains in default after that, Trade8 may exercise the rights the law gives it, such as taking recourse against the products with priority (article 3:292 Dutch Civil Code) and, if the customer does not take delivery, having them sold or placed in storage with the authorisation of the court (articles 6:66 and 6:90 Dutch Civil Code). Trade8 does not sell, destroy or use the products on its own authority.

12. Quality control and approvals

12.1 The agent receives the products in China, inspects them visually, measures and weighs them and photographs the product and the packaging. This is a limited inspection: functional, safety, laboratory and destructive tests are not included unless agreed separately.

12.2 The customer reviews the QC photos, dimensions and data on the platform and approves or requests a correction. Without the customer's approval, products are not shipped; there is

no automatic approval. The platform sends reminders and states the deadline for an approval to make a particular shipment; after a later approval the products go with a later shipment.

12.3 By approving, the customer accepts the products and the packaging as shown. The approval covers only what could reasonably be seen from the QC photos, dimensions and data: deviations visible in them cannot be claimed afterwards. Hidden defects, which could not reasonably be seen from that information, remain claimable under article 15.

12.4 The same applies to an approval of a print proof or other branding proof (article 13.2) and of a custom product (article 13.1).

12.5 Every approval is recorded with the approved photos (including a cryptographic hash), the data, the time, the user, the IP address and the statement the customer confirmed. Between the parties, this record serves as evidence, subject to proof to the contrary.

12.6 Due to measuring methods and production tolerances, measured dimensions may deviate up to 5% from the supplier's specifications. Such a deviation is not a defect.

12.7 The storage provisions of article 11 apply to products awaiting the customer's approval.

13. Services

13.1 **Custom sourcing.** For a product change (material, size, shape, colour, function or components) the agent searches for suitable factories and, within the term stated on the platform, usually delivers two to three options. Custom sourcing costs a fixed price per request, stated on the platform in advance, and starts after payment. The price is also due if customisation turns out not to be feasible; the customer then receives an explanation and, where possible, an alternative. The price is not offset against a later order. A custom product can only be ordered after the customer has approved photos of the first piece or a sample. One-off mould or tooling costs are charged with the first order or the sample; the rights to tooling are governed by article 21.4.

13.2 **Branding.** The customer requests printing, packaging and labels per product, or accepts a proposal from the agent. The surcharge per piece, the one-off set-up costs and the lead time are shown before ordering. The customer supplies logos, design files and the content of labels (such as the EAN code and brand, care, CE or warning text) and is responsible for their accuracy and for the rights to them; Trade8 and the agent do not check that content. Before production the customer approves a print proof or other proof per order line. Printing cannot be undone.

13.3 **Samples.** A sample is a single piece, is not subject to the minimum order quantity and is shipped by air freight. A sample is paid in advance like an order.

13.4 **Compliance service.** The customer may purchase the compliance service per product at the price stated on the platform; from the risk level stated on the platform, the service is mandatory before the product can be ordered. After payment of the service invoice, the agent requests from the supplier the documents that belong to the classification (such as a declaration

of conformity and test reports) and assesses whether they are available. The service is an obligation of effort. Trade8 does not warrant the authenticity, accuracy or completeness of supplier documents, and the customer remains responsible as the importer for the conformity of the product. If the product cannot be released after the service, the price of the service remains due.

14. Delivery, transport and risk

14.1 Unless stated otherwise for a shipment on the platform or in the shipping documents, sea freight is shipped CFR (Cost and Freight) and air freight CPT (Carriage Paid To), both under Incoterms® 2020, to the port or airport of destination stated for the shipment. The freight is charged to the customer under article 10.

14.2 Trade8 concludes the contract of carriage for the main carriage as agent, in the name and for the account of the customer. Trade8 itself is not a carrier or freight forwarder. The carrier's terms apply between the carrier and the customer.

14.3 The products are the property of the customer from the moment of purchase. The risk of loss of or damage to the products passes to the customer as soon as the products are loaded on board the vessel in China (sea freight) or handed over to the first carrier (air freight). Before that moment, Trade8 is only liable for loss or damage attributable to Trade8 or the agent, within the limits of article 16.

14.4 Trade8 does not insure the products, including during transport, unless this has been expressly agreed for a shipment in writing or through the platform; the premium is then for the customer's account. Because the risk lies with the customer from loading in China, Trade8 recommends that the customer takes out its own transport insurance and product liability insurance.

14.5 The customer has the products cleared through customs in its own name (article 3.3). Whatever Trade8 still coordinates after arrival and clearance, such as delivery to the customer's delivery address, is an obligation of effort and not of result, and is at the customer's expense and risk. Delays, costs, inspections, refusal or seizure by customs or other authorities are for the customer's account and risk, unless they result from an error of Trade8.

14.6 Lead times, departure dates, transit times and expected arrival dates are estimates and never strict deadlines. Trade8 keeps the customer informed of changes through the platform. Exceeding them gives no right to compensation or termination.

15. Complaints and claims

15.1 The customer inspects the products immediately on delivery and notes visible transport damage on the proof of delivery.

15.2 The customer reports visible defects, transport damage, shortages and wrong products through the claim function of the platform, within the claim period the platform states per

order line, counted from delivery.

15.3 The customer reports hidden defects, which could not reasonably be seen on delivery and during quality control, as soon as possible after discovery and no later than 6 months after delivery.

15.4 A claim contains a description, the number of affected pieces and photos. The customer keeps the products concerned and does not sell, modify, return or destroy them before Trade8 has decided.

15.5 The agent assesses the claim; Trade8 decides. Every claim is assessed against the recorded approvals (article 12). A claim filed after the period has ended is normally rejected.

15.6 If a claim is granted, Trade8 chooses, in consultation with the customer, between replacing the affected pieces with a later shipment and crediting the amount paid for those pieces, refunded to the original payment method or set off. This is the sole remedy for defects, without prejudice to article 16.

15.7 Products are only returned after Trade8 has given permission through the platform. If a claim is granted, Trade8 bears the return costs; otherwise the customer does.

15.8 Trade8 passes supplier warranties on to the customer where possible and reasonably assists the customer in invoking them.

16. Liability and indemnity

16.1 The agent is an auxiliary person (hulppersoon) engaged by Trade8. Trade8 is liable to the customer for the acts and omissions of the agent as for its own acts and omissions, within the limits of this article.

16.2 Trade8's liability is limited to direct damage and to no more than the amount the customer has paid to Trade8 for the order or service to which the damage relates. For damage related to the platform or the subscription, the limit is the subscription fees the customer paid for the three months before the event that caused the damage.

16.3 Trade8 is not liable for indirect damage, including consequential loss, lost profits, lost savings, loss of turnover, business interruption, reputational damage, fines and third-party claims.

16.4 Trade8 is not liable for the acts or omissions of suppliers, manufacturers, carriers, forwarders, customs and other authorities, payment providers and other third parties, and does not warrant the quality, safety, fitness or conformity of the products, except as provided in articles 12 and 15. The agent is not a third party within the meaning of this clause (article 16.1).

16.5 The limitations and exclusions in this article do not apply:

a. in case of intent or deliberate recklessness of Trade8 or its management;
b. to damage resulting from death or personal injury;
c. insofar as mandatory law does not permit a limitation or exclusion.

16.6 Any claim against Trade8 lapses if the customer has not submitted it through the platform or in writing within 12 months after it knew or could reasonably have known of the damage.

16.7 The customer indemnifies Trade8 against claims of third parties, including authorities, buyers and right holders, and reimburses the reasonable costs of defence, insofar as the claim relates to:

a. the conformity, safety or labelling of the products;
b. the import and the customs declaration;
c. an infringement of intellectual property rights by the products or by logos, designs or other content supplied by the customer;
d. incorrect or incomplete information from the customer.

17. Force majeure

17.1 Trade8 is not obliged to perform if circumstances beyond its control prevent it, including natural disasters, war, epidemics, government measures, sanctions and trade restrictions, strikes, failures or bankruptcy of suppliers and carriers, port closures, transport disruptions, failures of internet and telecommunications services and cyberattacks.

17.2 Force majeure expressly includes such circumstances at the agent, the supplier or factory and transport in China, such as prolonged closure of factories and transport around Chinese holidays (such as Chinese New Year), lockdowns and other government measures, power rationing, and disruption, congestion or closure of ports and airports.

17.3 Trade8 reports force majeure through the platform as soon as possible. Deadlines are extended by the duration of the force majeure. If the force majeure lasts longer than 90 days, either party may terminate the order concerned. Amounts that Trade8 has already paid to suppliers or carriers and cannot recover are then not refunded.

18. Intellectual property

18.1 All rights to Trade8's platform, software, trademarks and documentation belong to Trade8. For the duration of its account, the customer receives a non-exclusive and non-transferable right to use the platform.

18.2 Supplier product images and data remain the property of the right holders and are only shown on the platform. Automatic translations are intended for the customer's internal use only.

18.3 The customer retains the rights to the content it supplies, such as photos, logos, designs and label texts, and grants Trade8 and the agent a free, non-exclusive right to use it insofar as necessary for the services.

18.4 The customer warrants that it is entitled to use that content and that it does not have trademarks, designs, models, patents or copyrights of third parties copied or imitated, including through branding or customisation.

18.5 Trade8 may refuse or stop a request, order or branding if it reasonably suspects an infringement. Anyone who believes that content on the platform infringes their rights may report this, with supporting evidence, to info@trade8.nl.

19. Confidentiality

19.1 Trade8 does not share the customer's suppliers, prices, specifications, designs and order data with other customers and uses them only for the services, unless the law requires otherwise. Information that anyone can find on 1688 or similar marketplaces is not covered by this.

19.2 The customer keeps non-public information of Trade8 confidential, such as rates not shown on the platform, working methods and details of agents.

19.3 Trade8 may use anonymised and aggregated data to improve the platform.

20. Privacy, security and data

20.1 Trade8 processes personal data in accordance with the General Data Protection Regulation and its Privacy Policy.

20.2 Trade8 takes appropriate technical and organisational measures to secure the platform and the customer's data, such as encrypted connections, access control, two-factor authentication and regular back-ups. The customer is responsible for the security of its own accounts, login credentials, API keys and webhook secrets (article 5.2).

20.3 If Trade8 detects a security breach affecting the customer's data (data breach), it informs the customer without undue delay, and the supervisory authority where the law requires. The customer informs Trade8 immediately of any suspected misuse or data breach on its side.

20.4 Trade8 engages sub-processors for its services, such as hosting, payment, e-mail, translation and AI services, and the agent in China. Insofar as data is processed outside the European Economic Area, for example by the agent in China, Trade8 ensures appropriate safeguards, such as the standard contractual clauses of the European Commission. More information is in the Privacy Policy.

20.5 Trade8 keeps data on orders, approvals, claims, classifications and invoices for as long as necessary as evidence and for its statutory retention obligations, and for at least seven years.

20.6 After termination of the account, the customer has read-only access to its data for 90 days and may request an export of it.

21. Termination, insolvency and tooling

21.1 The account runs for an indefinite period. The customer cancels under article 8.4; Trade8 may terminate the account under article 5.6.

21.2

If the customer is declared bankrupt, applies for or is granted a suspension of payments, if a substantial part of its assets or products being purchased for it are attached, or if its business is dissolved or discontinued, Trade8 may suspend its obligations and terminate open orders and services in whole or in part, without being liable for damages. Everything the customer owes Trade8 then becomes immediately due.

21.3 After termination of the account, orders, services and samples already paid for are completed under these terms, unless Trade8 terminates them under article 21.2. Products and samples already purchased belong to the customer and are shipped as soon as approval and payment are complete, or made available to the customer as agreed through the platform. If they are not taken, article 11 applies.

21.4 Moulds, dies and other tooling paid for by the customer are made by and remain at the factory. Trade8 is not their owner. The customer's rights to tooling, such as use, exclusivity or transfer, follow from the arrangement made with the factory and recorded on the platform. At the customer's request, Trade8 coordinates the transfer or securing of tooling, against reimbursement of the costs and as an obligation of effort.

21.5 Provisions that by their nature are intended to survive termination, such as articles 6, 11, 15, 16, 19, 20 and 23, remain in force.

22. Changes, acceptance and record of these terms

22.1 Trade8 may change these terms. Every new version is presented to every customer and agent for acceptance before they can continue to use the platform.

22.2 With every acceptance, including on registration, Trade8 records: the user, the organisation, the version, the time, the IP address and an unalterable copy of the text as shown, with a cryptographic hash. Between the parties, this record serves as evidence, subject to proof to the contrary.

22.3 The customer can download and save the current version as a PDF at any time from the terms page and from the acceptance page. On request it receives a copy of the version it accepted.

22.4 Anyone who does not accept a new version cannot continue to use the platform and may cancel its subscription. Orders and services placed or requested before the new version are completed under the version that applied at that time.

23. Applicable law and disputes

23.1 These terms and all agreements between Trade8 and the customer are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

23.2 The parties first try to resolve a dispute by mutual consultation, through the platform or via info@trade8.nl. If that fails, they may by mutual agreement first try mediation; neither party

is obliged to do so.

23.3 Disputes are submitted exclusively to the competent court of the District Court of Northern Netherlands (Rechtbank Noord-Nederland), location Groningen. This does not affect the right of either party to seek interim relief in urgent cases.

24. Final provisions and contact

24.1 If a provision of these terms is void or voidable, the other provisions remain in force. The parties replace the provision with a valid provision that comes as close as possible to its purpose.

24.2 The customer may only transfer its rights and obligations under an agreement with Trade8 to another party with Trade8's consent.

24.3 Trade8 B.V., Euvelgunnerweg 25A, 9723 CV Groningen, the Netherlands. Chamber of Commerce: 99753227. VAT: NL869118572B01. E-mail: info@trade8.nl.