

General Terms and Conditions of Delivery and Sale – For All Business Relationships (B2B)

From: Thysol Group B.V.

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Article 1 – Definitions

- **Thysol Group:** Thysol Group B.V., the user of these general terms and conditions, the manufacturer within the meaning of Regulation (EU) 2017/745, the distributor and seller of the Products, the contractor, for all countries worldwide with the exception of the Netherlands, Belgium and Germany.
- **Customer:** any natural or legal person acting in the course of his or her profession or business who purchases, orders, and/or acquires the Products from Thysol Group, the buyer, the purchaser, the client.
- **Products:** all products and related items offered, sold, delivered, and/or to be delivered by Thysol Group, in the broadest sense of the word, including but not limited to CureTape®, PhysioTape®, VetkinTape®, CrossLinq®, Just Tape It®, CureTape® Sensor Patches, CureTape® Beauty and other (medical) devices and accessories.
- **Agreement:** any purchase agreement, order or (other) delivery arrangement between Thysol Group and the Customer, whether verbal, written or digital (distance selling).
- **End User:** the ultimate user of the Product, the consumer (not a party to these B2B terms and conditions).
- **In writing:** digitally, via the Thysol Group website, by email, or via the Thysol Group account portal.
- **Parties:** Thysol Group and the Customer collectively.

Article 2 – Applicability

2.1 These General Terms and Conditions apply to all quotations, orders, sales, deliveries, agreements and other legal relationships between Thysol Group and the Customer (B2B), unless the Parties have expressly deviated from these General Terms and Conditions in writing.

2.2 Deviations are only valid if agreed upon in writing by both Parties. The Customer's general terms and conditions are expressly rejected.

2.3 The applicable version of these General Terms and Conditions is the version in effect at the time the Agreement is concluded and can be viewed at www.thysol.com.

2.4 If any provision proves to be invalid, the remaining provisions of these general terms and conditions shall remain in full force and effect.

2.5 If Thysol Group enters into agreements with the Customer more than once and/or

supplies Products, Thysol Group's general terms and conditions (available at www.thysol.com) shall always apply to all subsequent agreements and deliveries, regardless of whether or not they have been explicitly declared applicable to such subsequent agreements and deliveries.

Article 3 – Quotation, Order, and Formation of the Agreement

3.1 Thysol Group's online presentation is non-binding and therefore does not constitute a binding offer; the Customer's order, followed by Thysol Group's written order confirmation or by Thysol Group's delivery of the Products, is binding.

3.2 The Agreement with Thysol Group is concluded upon Thysol Group's written order confirmation or upon (the commencement of) delivery of the Products. Until the written order confirmation or, in the absence thereof, until delivery of the Products, Thysol Group may refuse or modify the order without stating reasons.

3.3 Thysol Group may also refuse orders or postpone deliveries under circumstances that jeopardize regulatory sales, safety, compliance, or payment, such as in the event of limited stock, unclear communication, suspected misuse, an outstanding balance or other circumstances that may affect the proper performance of the Agreement.

3.4 In the case of verbal agreements (such as telephone orders), in the absence of a written order confirmation, the invoice is deemed to accurately and fully reflect the Agreement, subject to a complaint within 3 days of delivery of the Products, or within 3 days of the invoice date, if the invoice was received by the Customer prior to the delivery of the Products.

3.5 The responsibility for the correct and complete transmission of order details (such as product codes, quantities, delivery address, and references) lies with the Customer. Thysol Group is not liable for damages and costs resulting from errors arising from incorrect or incomplete information provided by the Customer.

3.6 Thysol Group may, to the extent permitted by applicable law, monitor or record telephone orders for quality and evidentiary purposes.

Article 4 – Prices and Taxes

4.1 All prices are exclusive of VAT and other government-imposed taxes, and exclude, among other things, shipping and any other costs, unless expressly agreed otherwise.

4.2 Special offers for the Products are valid for the duration specified by Thysol Group. Offers do not apply to subsequent orders or agreements, unless Thysol Group has expressly agreed to this in writing with the Customer.

4.3 Errors/mistakes in the pricing of the Products: Thysol Group may terminate the Agreement (without being liable for damages) or make a corrected offer with the correct price of the Products.

4.4 Thysol Group reserves the right to change product specifications as long as no Agreement has been concluded.

4.5 Thysol Group also reserves the right to modify product specifications, packaging, or documentation if this results from changes by suppliers or from applicable laws and regulations.

Article 5 – Delivery, Shipping, and Risk

5.1 Delivery is made from stock or through logistics partners; the shipping method is at the discretion of Thysol Group, unless otherwise agreed.

5.2 Thysol Group is entitled to determine and adjust the shipping costs.

5.3 The risk of loss or damage to the Products passes to the Customer upon transfer of the Products to the first carrier, unless otherwise agreed in writing.

5.4 Stated delivery times are approximate and shall not be considered strict deadlines. If a deadline is exceeded, the Customer must give Thysol Group written notice of default and grant it a reasonable extension. Exceeding the delivery time does not therefore oblige Thysol Group to pay compensation and does not entitle the Customer to fail to fulfill or suspend his or her obligations arising from the Agreement.

5.5 If Thysol Group requires information from the Customer in connection with the performance of the Agreement, the delivery period shall commence after the Customer has made such information available to Thysol Group.

5.6 The Customer is obligated to accept the Products at the time Thysol Group delivers them to the Customer or arranges for their delivery, or at the time these Products are made available to the Customer in accordance with the Agreement.

5.7 If the Customer refuses to accept the Products, Thysol Group is entitled to store the Products at the Customer's expense and risk. If the Customer does not accept the Products within two days thereafter, Thysol Group is entitled to demand performance of the Agreement or to terminate it, all without prejudice to its other rights, including Thysol Group's right to compensation for the full amount of damages from the Customer.

5.8 If delivery is delayed or becomes impossible due to factors for which the Customer is responsible, the Customer shall compensate Thysol Group for any resulting damage and costs.

5.9 The Customer shall indemnify Thysol Group against any claims by third parties who suffer damage in connection with the performance of the Agreement and for which such damage is attributable to the Customer.

5.10 In the event of force majeure preventing delivery, Thysol Group shall have no obligation to compensate for damages.

5.11 The Customer may not cancel a concluded Agreement and/or placed order. If the Customer nevertheless cancels in whole or in part, he/she is obligated to reimburse Thysol

Group for all costs reasonably incurred in connection with the performance of this Agreement and/or order, the work performed by Thysol Group, and the loss of profit suffered by Thysol Group, plus VAT.

Article 6 – Inspection, Defects, Complaints, and RMA

6.1 The Customer must inspect the Products immediately upon receipt for defects, shipping damage, and discrepancies. In doing so, the Customer must verify whether the quality and quantity of the delivered Products correspond to what was agreed upon. Visible defects, transport damage, and discrepancies must be noted on the waybill/packing slip at the time of delivery and reported to Thysol Group (info@thysol.com) via email within 5 business days of delivery; failure to do so will result in the delivered goods being deemed to have been delivered in good condition.

6.2 Any (other) defects, shortages, or surpluses that arise after delivery must be reported in writing to Thysol Group within 10 business days of the defect arising after delivery, via email to Thysol Group (info@thysol.com).

6.3 Complaints regarding the invoice must be submitted in writing within 7 days of the invoice date, via email to Thysol Group (info@thysol.com).

6.4 After the expiration of the complaint period, the Customer is deemed to have approved the delivered goods or the invoice. Any right to complain, request a replacement, repair, etc., therefore lapses at that time.

6.5 Complaints do not suspend the Customer's payment obligation. If a complaint is filed in a timely manner, the Customer remains obligated to pay for the purchased Products. If the Customer wishes to return defective Products, this may only be done with the prior written consent of Thysol Group. Returns are made at the Customer's expense and risk.

6.6 The following situations shall under no circumstances give rise to any complaint or liability on the part of Thysol Group:

- minor deviations in transport packaging, color, weight, size, and quality of the Products, or deviations that are customary in the trade;
- typos, printing errors, or clerical errors stated in the offer or price list;
- defects resulting from failure to follow instructions or regulations issued by or on behalf of Thysol Group, or from acts or omissions by the Customer that violate the duty of care required with respect to the delivered Products;
- defects resulting from use of the Products other than for their intended purpose;
- defects resulting from improper storage, use of different packaging, or (other) use of the Products in a non-original condition;
- their use in violation of any legal regulation or Thysol Group's instructions for use.

6.7 If a complaint regarding the Products delivered by Thysol Group is found to be valid, Thysol Group will either replace the defective Products or reimburse the Customer for the invoice value (excluding VAT) of the defective Products, at Thysol Group's sole discretion, subject to the provisions of Article 13 ("Liability") of these general terms and conditions. This

obligation on the part of Thysol Group applies for a period of 12 months following delivery of the Products, or at least until the expiration date stated on the Products, whichever is shorter.

6.8 Returns/warranty processing will only take place after prior RMA approval (return merchandise authorization number). The RMA number must be clearly visible on the return shipment.

6.9 Shipments without an RMA may be refused by Thysol Group. Unauthorized returns or unjustified complaints may result in administrative/processing fees for the Customer.

6.10 Products must be returned unused and in their original packaging, unless there is a valid defect.

Article 7 – Warranty (B2B)

7.1 Thysol Group warrants that the Products comply with the specifications and legal requirements in effect at the time of delivery, subject to the terms of these General Terms and Conditions. For Products with a stated expiration date (shelf life), provided they are properly stored and used, they are suitable for normal use during this shelf life. For all other Products, a warranty period of 12 months applies following delivery, unless otherwise agreed in writing.

7.2 No warranty is provided if one or more of the situations mentioned in Article 6.6 and Article 13.3 of these general terms and conditions apply.

Article 8 – Customer's Obligations (Medical Devices)

8.1 If the delivered Products are medical devices, the Customer must distribute, sell, and use them in accordance with applicable national and European laws and regulations, including Regulation (EU) 2017/745 (MDR).

8.2 Modifying the labeling, instructions for use, CE marking, or packaging without prior written consent from Thysol Group is not permitted.

8.3 The Customer must store and keep the delivered Products in a controlled environment with a moderate and stable temperature (ideally between 10 and 25 degrees Celsius), with humidity below 60%. Excessively high temperatures and/or humidity impair the adhesive strength of the tape. The delivered Products must be stored in their original packaging. If the Customer fails to fully comply with the foregoing requirements, this constitutes improper storage of the delivered Products, as referred to in these general terms and conditions.

8.4 The Customer shall not take any actions that would result in Thysol Group no longer being considered a manufacturer within the meaning of Regulation (EU) 2017/745.

Article 9 – Product Use, Information, and MDR Compliance (including CureTape®)

9.1 Products that are medical devices, including CureTape®, PhysioTape®, Just Tape It®, CrossLinq®, etc., must be used in accordance with the package insert, the information on the packaging, the IFU, and in accordance with the training and product information provided by the rights holder/manufacturer Thysol Group.

9.2 The Customer (reseller/professional purchaser) shall:

- provide only original product information regarding the Products;
- not make any medical claims that have not been explicitly approved by or on behalf of (third parties on behalf of) Thysol Group;
- not make any changes to the packaging, labeling, UDI, or instructions;
- not repackage or private label the Product without prior written consent from Thysol Group;
- comply with Article 8 of these general terms and conditions upon distribution.

9.3 Export outside the EU: The Customer is responsible for complying with local regulations, laws, and labeling requirements, unless otherwise agreed in writing with Thysol Group.

9.4 The information and data from Thysol Group's digital content are made available solely for the purpose of providing information about the Products offered by Thysol Group. The information is not intended to replace the advice of a doctor, pharmacist or other medical or paramedical professional. Nor is this information intended to diagnose a disease or physical condition, or to prescribe or use any Product presented on the website.

9.5 Although Thysol Group exercises the utmost care to ensure the accuracy and completeness of the data and information it provides, no guarantee or promise can be made that this data and information is free from errors or omissions. Any inaccuracies, spelling errors, or other similar errors, or any other data of any kind published by Thysol Group, cannot be held against Thysol Group nor give rise to any obligation on the part of Thysol Group.

9.6 All liability regarding loss or damage, whether direct or indirect, resulting from the use of or reliance on the data and information derived from this digital content, including loss or damage caused by incorrect or incomplete data or information, is excluded to the extent permitted under these terms and conditions, by law, and by case law.

Article 10 – Traceability, Complaints & Reports

10.1 The Customer shall ensure traceability (batch/LOT, delivery dates, customer) for at least the applicable statutory periods.

10.2 The Customer must immediately report incidents, complaints or safety notifications relating to the delivered Products to Thysol Group, no later than 1 business day after the incident, complaint, or safety issue, via email to Thysol Group (info@thysol.com).

Other complaints and non-serious incidents must be reported no later than 2 business days

after the incident or complaint, with any missing information to be provided within 5 business days, via email to Thysol Group (info@thysol.com).

10.3 The Customer shall cooperate with post-market surveillance and any investigations conducted by the manufacturer Thysol Group or by the authorities.

Article 11 – Recall and Safety Measures

11.1 If a recall or safety measure is necessary (upon instruction from Thysol Group), the Customer shall:

- immediately cease distribution and sales;
- inform the Customer's customers in accordance with instructions;
- provide complete traceability data;
- cooperate with physical recall efforts.

11.2 The costs and damages resulting from a recall shall be borne by the party responsible for it. If the recall is (partly) the result of acts or omissions on the part of the Customer (e.g., altered information, improper storage, unapproved claims), the (additional) costs and damages shall be borne by the Customer. If the Customer fails to fulfill its obligations arising from a recall or safety measure, the damages shall be borne by the Customer.

Article 12 – Intellectual Property and Brand Use

12.1 All trademarks of the Products (including, in particular, those of the tape products), names, trade names, domain names, designs, packaging, marketing materials, images, instructions for use, and content remain the property of FysioTape B.V. (located at Josink Kolkweg 18, 7545PR Enschede, Chamber of Commerce number 06088524) and/or its licensors/rights holders.

12.2 Use of trademarks and materials is permitted only in accordance with Thysol Group's corporate identity and brand guidelines and must not be misleading or disparaging. The Customer shall comply with Thysol Group's instructions regarding their use.

12.3 It is not permitted to modify or remove product information, labels, or packaging without the written consent of Thysol Group.

Article 13 – Liability (B2B)

13.1 Except as provided in Article 6.7, the Customer has no claim whatsoever against Thysol Group for defects in or relating to the Products delivered by Thysol Group. Thysol Group is therefore not liable for direct and/or indirect damage, including personal injury and property damage, immaterial damage, consequential damage (lost income, stagnation damage, etc.), and any damage arising from any cause whatsoever, unless there is intent or deliberate recklessness on the part of Thysol Group.

In this and the other provisions of this Article 13, "Thysol Group" includes its employees as well as any third parties engaged by it in the performance of the order.

13.2 Damage to the Products caused by damage to or destruction of the packaging after delivery is at the Customer's expense and risk.

13.3 Thysol Group is not liable for damage resulting from:

- failure to follow, or failure to follow correctly and/or completely, instructions and/or user manuals provided by Thysol Group or expressly stated on the packaging of the products;
- repackaging or re-wrapping the Products;
- using or reselling the Products in a condition other than their original condition;
- defects, damage, errors, and flaws that went unnoticed in Products approved by the customer;
- damage resulting from use not in accordance with the instructions for use or product information;
- damage resulting from the Customer's failure to comply with legal obligations;
- defects resulting from use of the Products other than as normally intended;
- defects resulting from improper storage of the Products;
- the use of the Products in violation of any legal regulation or Thysol Group's instructions for use.

13.4 In all cases where Thysol Group is obligated to pay compensation, such compensation shall never exceed the invoice value (excluding VAT) of the delivered Products in connection with which or as a result of which damage was caused, with a maximum of EUR 25,000, insofar as the aforementioned insurance(s) would not provide coverage in such a case. If the damage is covered by Thysol Group's business liability insurance or, for example, its product liability insurance, the compensation shall not exceed the amount actually paid out by the insurer in the relevant case.

13.5 Without prejudice to the provisions of Article 6, the Customer is obligated, if he/she is or remains of the opinion that Thysol Group has not performed the agreement in a timely, complete, or proper manner, to - unless this has already been done pursuant to the provisions of Article 6 - notify Thysol Group in writing without delay and to assert the claims based thereon in court within one year of the date of the aforementioned notification, or within one year after such notification should have been made, failing which all his or her rights and claims in this regard shall lapse upon the expiration of the aforementioned period.

13.6 The limitations of liability set forth in this Article 13 and elsewhere in these General Terms and Conditions do not apply to damage caused by willful misconduct or gross negligence on the part of Thysol Group.

Article 14 – Insurance (Customer)

14.1 The Customer shall maintain adequate business liability insurance appropriate to the nature and risk of the distribution/processing of the products and shall provide proof of coverage upon Thysol Group's first request.

Article 15 – Payment, Default, and Costs

15.1 Payment term: 14 days net from the invoice date, unless otherwise agreed in writing.

15.2 In the event of late payment, the Customer shall be in default by operation of law and shall owe statutory commercial interest (Art. 6:119a of the Dutch Civil Code), plus reasonable extrajudicial collection costs, which shall be at least equal to the extrajudicial collection costs permitted by law (in the Netherlands).

15.3 Thysol Group may suspend deliveries or terminate the Agreement (in whole or in part) in the event of late payment or a deterioration in creditworthiness.

15.4 Any reminder fees (reasonable and cost-covering) may be charged.

Article 16 – Set-off and Suspension

16.1 The Customer may only set off claims against Thysol Group that are undisputed by Thysol Group or have been established by a court of law.

16.2 Suspension by the Customer is excluded, unless mandatory law provides otherwise.

Article 17 – Retention of Title

17.1 All goods delivered by Thysol Group remain the property of Thysol Group until the Customer has fulfilled all obligations, including full payment of all amounts owed to Thysol Group.

17.2 If the Customer resells the Products before Thysol Group has been paid in full, the Customer hereby assigns to Thysol Group any claims against its customers arising therefrom ("cessie"). To the extent necessary, these general terms and conditions shall serve as a deed of assignment ("akte van cessie") for this purpose. Thysol Group hereby accepts this assignment.

17.3 If the delivered Products are processed, mixed, or become part of a new product, the Customer hereby grants Thysol Group a non-possessory security interest ("een bezitloos pandrecht") in the newly formed product, as security for all claims of Thysol Group against the Customer. To the extent necessary, these general terms and conditions shall serve as a deed of security interest ("akte van pandrecht") for this purpose.

17.4 The Customer may not pledge the Products, use them as security, or otherwise encumber them with third-party rights prior to full payment. If this does occur, the Customer shall immediately notify Thysol Group in writing.

17.5 If third parties seize the Products delivered under retention of title or seek to establish or assert rights thereto, the Customer is obligated to notify Thysol Group thereof as soon as possible.

17.6 The Customer must insure the Products subject to retention of title at their market value. Any indemnity paid by the insurer shall take the place of the aforementioned Products and shall accrue to Thysol Group.

17.7 In the event that Thysol Group wishes to exercise its ownership rights as set forth in this Article, the Customer hereby grants Thysol Group, or third parties designated by Thysol Group, unconditional and irrevocable permission to enter all locations where Thysol Group's property is located and to take back the Products.

17.8 In the event of the Customer's failure to comply with this Article, Thysol Group may terminate the Agreement and claim damages.

Article 18 – Data Protection

18.1 The Privacy Statement of FysioTape B.V., as stated on its website (see <https://www.fysiotape.nl/privacy-policy/>), applies mutatis mutandis to Thysol Group and explains which data is processed, for what purposes/legal grounds, retention periods, sharing with third parties, and the rights of data subjects under the GDPR.

18.2 Functional/statistical cookies and (if applicable) analytics tools are used in accordance with this Privacy Statement of FysioTape B.V. and applicable law.

Article 19 – Force Majeure

19.1 Thysol Group shall not be liable for any delay or failure to deliver resulting from force majeure, including but not limited to: shortages of raw materials, disruptions in supply or transportation, strikes, epidemics/pandemics, fire, government measures, geopolitical disruptions, wars or system/power failures beyond Thysol Group's control.

19.2 In the event of force majeure, obligations shall be suspended for the duration of the force majeure; if the situation lasts longer than 60 days, either party may terminate the Agreement in writing with respect to the unfulfilled portion without liability for damages.

Article 20 – Export, Sanctions, and Compliance

20.1 The Customer guarantees compliance with applicable exports, sanctions and customs regulations and will not sell the Products to parties or destinations subject to restrictions.

20.2 For exports outside the EU, the responsibility for compliance lies with the exporting Customer, unless otherwise agreed in writing.

Article 21 – Revocation, Amendment, and Order of Precedence

21.1 Thysol Group may amend these general terms and conditions. The new version of the general terms and conditions applies to future agreements as of their publication/communication on the Thysol Group website.

21.2 If any provision is void or voidable, the remaining provisions of the general terms and conditions shall remain in force; the Parties shall consult to agree on a replacement provision with as similar a content and scope as possible.

21.3 In the event of a conflict between these General Terms and Conditions and any written Agreement, the written, specific agreements between the Parties regarding the subject matter to which those written and specific agreements relate shall prevail over the portion of Thysol Group's General Terms and Conditions that pertains to that subject matter; in all other respects, the remaining provisions of Thysol Group's General Terms and Conditions shall remain in force.

Article 22 – Governing Law and Competent Court

22.1 The Agreement is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention (CISG).

22.2 Disputes shall be submitted exclusively to the competent court in the district where Thysol Group B.V. has its registered office.

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