

# Buyer Terms & Conditions for Use of GelatoConnect Procurement Platform

## 1 General – the Platform and the parties

- 1.1 We, Gelato ASA, a Norwegian public limited liability company with organization number 991 753 591 (“**Gelato**”), offer for use Gelato’s sourcing platform (the “**Platform**”) that enables suppliers of goods to offer for sales various goods, such as blank coffee mugs, blank t-shirts, for business purposes, and buyers to source such goods from the suppliers via the Platform.
- 1.2 You may establish an account on the Platform by following the process set out on the Platform. By establishing an account and using the Platform, you are deemed to have accepted that these terms and conditions (“**Terms**”) shall regulate any and all use you may make of the Platform, whether you act as a person or on behalf of the entity you are representing and interested in (i) purchasing any goods (a “**Buyer**”) or (ii) offering goods for sale (a “**Supplier**”).
- 1.3 You understand that as part of establishing an account on the Platform, you may have to provide certain personal data to Gelato and you hereby consent to Gelato collecting and processing such personal data.
- 1.4 In addition to these Terms, various other documents made available on the Platform may apply to your use of the Platform which you agree to and will form part of your relationship with Gelato (together the “**Agreement**”).
- 1.5 Gelato may from time to time amend these Terms by posting the update on the Platform or by communicating such amendments to you.

## 2 The relationship between you, Gelato and Suppliers

- 2.1 Every agreement between you and a Supplier for the sale and purchase of goods made available on the Platform is concluded exclusively between you and the Supplier (each a “**Transaction**”).
- 2.2 As part of the platform services Gelato offers a set of standard terms and conditions for the Transaction as set out in Appendix 2 to these Terms (the “**Transaction Terms**”) which may be used by the Supplier and the Buyer at their own choice.
- 2.3 The Supplier shall invoice you directly for the Transaction you enter into based on the product price listed on the platform.
- 2.4 Gelato does not act as a representative or agent of you or any Supplier, nor is Gelato the supplier of any of the goods available on the Platform.
- 2.5 You undertake to observe and respect any and all laws and regulations which may apply to them or their business activities, including the Transaction, in any jurisdiction applicable to you.
- 2.6 Gelato makes no recommendation, endorsement or other representation towards you or others as to any Supplier’s goods offered on the Platform. Any claims or representations are made solely by the Supplier on its own behalf.
- 2.7 All regulations regarding manufacturing, marketing of goods as well as import or export of goods shall be the sole responsibility of the Supplier. Gelato makes no representation or warranty to the lawfulness of Supplier’s offered goods.
- 2.8 In the event that you use the Platform to source goods which you will use to fulfil orders commissioned by Gelato under an existing agreement, it is your responsibility

to check that these goods meet Gelato Product Specifications and Product Safety Requirements.

- 2.9 Should a dispute arise between you and a Supplier relating to a Transaction, you and the Supplier are required to solve the dispute between yourselves. You agree to release Gelato from any and all claims arising out of or in connection with any such disputes.

### **3 Remuneration**

- 3.1 You shall pay a monthly subscription fee for the access and use of the Platform, to be communicated to you on the Platform ("**Subscription Fee**"). Subscription Fee may vary according to the subscription term and may be updated by Gelato from time to time at Gelato's own discretion.
- 3.2 Transactions and the Subscription Fee here under are subject to the tax addendum to these Terms in Appendix 12 ("**Tax Addendum**").
- 3.3 The Subscription Fee is due and payable to Gelato regardless of whether there is any Transaction made by you.
- 3.4 Gelato will invoice you periodically for the Subscription fee.
- 3.5 The Subscription Fee shall be determined excluding any value added tax, or other taxes, which shall be borne by you.
- 3.6 You shall pay the Subscription fee at the beginning of each subscription monthly.

### **4 Third-Party Logistics Services**

- 4.1 Gelato may offer Platform functionalities allowing you to procure services for the transport of goods purchased via the Platform ("**Logistics Services**") which are provided by third-party logistics services providers ("**Logistics Providers**").
- 4.2 By choosing to use these Platform functionalities, you acknowledge and understand that
- 4.2.1 Gelato merely acts as a facilitator by allowing you to request and procure such Logistics Services through the Platform and does not, in any way, provide or control the Logistics Services;
  - 4.2.2 the Logistics Services are exclusively provided and invoiced by the relevant Logistics Providers and are subject to such Logistics Providers' terms and conditions;
  - 4.2.3 any information provided via the Platform, including pricing information, is the sole responsibility of the relevant Logistics Provider;
  - 4.2.4 any actual purchase of Logistics Services via the Platform requires (i) your prior creation of an account with the relevant Logistics Provider and (ii) the acceptance of the relevant Logistics Providers' applicable terms and conditions.
  - 4.2.5 Gelato is a third-party to any agreement which is exclusively concluded directly between you and the Logistics Provider via the Platform
- 4.3 Gelato assumes no responsibility or liability for the quality, performance, price, or any other aspect of the Logistics Services, including the pick-up and timely delivery of the goods. Any disputes or issues related to Logistics Services must be resolved directly between you and the Logistics Provider.
- 4.4 Gelato reserves the right to change, modify or discontinue the functionalities allowing the purchase of Logistics Services.

### **5 Intellectual Property Rights**

- 5.1 As between you, the Supplier and Gelato:

- 5.1.1 Gelato shall hold all rights, title and interests in and to the Platform and any update thereto.
- 5.1.2 Supplier is and shall remain the sole owner of any and all intellectual property rights in and to the marketing materials for the goods that Supplier uploads to the Platform to promote the goods for sale to potential Buyers.
- 5.2 As part of the use of the Platform:
  - 5.2.1 Gelato grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to use Platform exclusively for the purposes described in section 1.
- 5.3 You may not (i) assign or sublicense any right granted to them under these Terms nor (ii) reverse engineer or otherwise attempt to discover the source code or other elements of the Platform, nor (iii) modify, copy or adapt the Platform or any part thereof.

## **6 Confidentiality**

You undertake not to disclose to any third-party non-public information relating to the Platform or these Terms, which are either marked as confidential or as a trade secret, or which clearly are of a confidential nature, for example pricing information or information of a technical or financial character.

## **7 Information Sharing**

- 7.1 In order to facilitate the processing of any orders for goods or services placed by you on the Platform, you hereby authorize Gelato to share certain information with the Suppliers and Logistics Providers from whom you purchase products or services on the Platform. This includes but is not limited to your company name, registered address, billing information, contact person information, your Value Added Tax (VAT) number, quantity and type of goods, pick-up time and location, and requested place of delivery. You also acknowledge that additional information and data may be requested directly by Suppliers and Logistics Providers.
- 7.2 The information shall be shared by Gelato with the Supplier or Logistics Provider for the purpose of enabling them to create your customer account, process and fulfill your order requests and perform associated verifications prior to any transactions (such as a credit check). Gelato will take reasonable measures to ensure the confidentiality and secure transmission of your information to the Supplier but disclaims any responsibility in the event of any error or omission. The onward use of such data is governed by the terms existing between you and the relevant Supplier and Logistics Provider.

## **8 Force Majeure**

Gelato shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control (including cyber attacks).

## **9 Limitation of Liability**

- 9.1 The platform and the Transaction Terms are provided "as is". Gelato hereby disclaims all warranties, conditions, and responsibility for any information presented by you, the Transaction Terms and any warranties related to the performance or results by using the Platform or otherwise. Gelato assumes no responsibility for you (or any Supplier) achieving any purchases or sales or specific intended purposes.

- 9.2 Gelato is not liable for (i) the use or the inability to use the Platform; (ii) any direct, indirect, special, punitive, or consequential damages, including loss of profits, interruption, loss of data, negligence, or for any other loss arising out of any goods made available and sold on the Platform; (iii) for any claim attributable to errors, omissions or other features of any goods made available and sold on the Platform; (iv) claims that Supplier's manufacture, importation, exportation, distribution, offer, display, sale and/or use of goods or services offered on Platform may violate third party rights; (v) unauthorized access by third parties to your data or private information; or (vi) any matters relating to the Platform, however arising, including negligence.
- 9.3 Gelato's total maximum aggregate liability towards you shall under any circumstances, except in cases of fraud or wilful misconduct, be limited to the amount paid by you to Gelato in the 3 months immediately preceding the event giving rise to the claim.

## **10 Term and termination**

- 10.1 You may terminate this Agreement at any time by notifying us, provided that you keep your account active until all the Transactions concluded are fulfilled.
- 10.2 Gelato may terminate this Agreement for any reason by giving you 30 days' notice.
- 10.3 Gelato may also terminate this Agreement or your suspend account immediately and without prior notice and stop providing access to the Platform if (i) you materially breach the Agreement, (ii) you violate applicable laws, (iii) such action is necessary to protect the legitimate interest of Gelato (breach of intellectual property rights) or other users on the Platform (breach of Transaction Terms or quality issues), or (iv) your account is inactive.

## **11 Non-circumvention**

- 11.1 During the term of the Agreement and one (1) year upon termination, you must not attempt to bypass or circumvent Gelato in any manner for all transactions in relation to the goods offered on the Platform. You shall promptly notify Gelato of any inquiries or requests received from Sellers regarding the sale of goods on the Platform during the term of the Agreement.
- 11.2 You agree to accurately disclose to Gelato all transactions concluded in connection with the goods offered on the Platform during the term of the Agreement.

## **12 Miscellaneous**

- 12.1 When the Agreement stipulates "written notice" or similar, email notice suffices. You may contact us by sending correspondence to that address or by emailing us at [legal@gelato.com](mailto:legal@gelato.com). Notices may be sent to: Gelato ASA, Dronning Eufemias gate 8, 0191, Oslo, Norway.
- 12.2 Gelato may assign any right or obligation it has under the Agreement, provided that due notification is provided to you.

## **13 Governing law and dispute resolution**

- 13.1 The Agreement between Gelato and you shall be governed by the laws of Norway.
- 13.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to your Agreement with Gelato.
- 13.3 Any disputes arising in connection with the Agreement shall be finally settled by arbitration in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration. The arbitration shall be held in Norway. The language of the arbitration shall be English. This arbitration clause shall not prevent Gelato from taking legal

action before any ordinary court in any countries for the collection of payment under the Agreement or enforcement of Gelato's intellectual property rights or data processing agreement.

***[Appendices on next page]***

**APPENDIX 1      Tax Addendum**

**APPENDIX 2      Transaction Terms**

## APPENDIX 1 - Tax Addendum

### Taxes

1. All amounts stated or agreed to be paid by Buyers and Suppliers to Gelato under these Terms and on the Platform are exclusive of any value added tax (VAT), Goods or Service Tax (GST), Sales Tax, Use Tax, or similar indirect tax, and such indirect tax, where applicable, shall be payable by Buyers and Suppliers in addition to the amounts stated or agreed.
2. Buyers and Suppliers shall be liable for and pay, and shall indemnify and hold harmless Gelato from and against, any direct or indirect taxes levied on Buyers and Suppliers, including, but not limited to, corporate income taxes, payroll taxes, social contributions, excise duties, turnover taxes, digital services taxes, customs duties, levies, duties, charges, stamp duties and all similar taxes and charges, including penalties, interest, tax deductions, surcharges, and imposts of any nature (hereinafter "**Taxes**") imposed by any public authority in arising out of or in connection with these Terms. Further, Buyers and Suppliers shall be liable for and pay, and shall indemnify and hold harmless Gelato from and against, any costs arising out of or in connection with any assessment or levy made in respect of any of the aforesaid Taxes.
3. Gelato shall be liable for and pay, and shall indemnify and hold harmless Buyers and Suppliers from and against, all Taxes levied on Gelato by any public authority arising out of or in connection with these Terms. Further, Gelato shall be liable for and pay, and shall indemnify and hold harmless Buyers and Suppliers from and against, any costs arising out of or in connection with any assessment or levy made in respect of any of the aforesaid Taxes.
4. Buyers and Suppliers shall withhold from any payment to Gelato sums that represent any Taxes or indirect taxes as described in clause 1 above, that Buyers and Suppliers are obliged to withhold in accordance with applicable law. Buyers and Suppliers shall settle such Taxes and indirect taxes with the relevant and appropriate authorities in accordance with applicable law and shall upon request provide Gelato with proof of such settlement without delay. If Gelato is eligible for any reduced rate of withholding, Gelato will provide Buyers and Suppliers with appropriate documentation required under applicable law to justify such reduced rate before any payment is made under these Terms. If applicable, Buyers and Suppliers shall request such documentation from Gelato prior to making the withholding. In the absence of such documentation the full rate of withholding will apply. Buyers and Suppliers shall hold harmless and indemnify Gelato from and against any indemnified costs arising out of or in connection with failure to withhold and settle Taxes or indirect taxes on any payment to Gelato or to comply with any other obligation Buyers and Suppliers may have under applicable law. Buyers and Suppliers shall provide Gelato with tax receipts or other proof of payment for any indemnified costs.
5. Notwithstanding Buyers' and Suppliers' obligation to withhold Taxes and indirect taxes pursuant to clause 4 above, if any such Taxes or indirect taxes are levied and amounts withheld, then the payment to Gelato shall be grossed up such that the payment received by Gelato is equal to the invoiced amount net of withholding tax.
6. Where goods are required to be imported, the Buyers and Suppliers shall be the importer of record, and shall in that capacity be solely responsible for all import

formalities in connection with performance of its obligations under these Terms and shall have no recourse toward Gelato for any import related duties and fees, including, but not limited to, customs duties, excise duties or import duties which may be incurred or payable in connection with the import of goods.

7. Buyers and Suppliers shall indemnify Gelato for any increase in Taxes arising out of any change in law. Change in law is defined as new law or regulation, including tax regulation, tax resolution, tax decree or similar, or amendment or change in interpretation of an existing law or regulation, enacted and coming into effect after these Terms was entered into, that Gelato were not aware of before entering into these Terms.
8. This Addendum shall apply for as long as any public or governmental authority may impose Taxes on Gelato which Buyers and Suppliers are liable for under this Addendum, even if the Terms are terminated pursuant to section 8 of the Terms.

**APPENDIX 2**  
**Standard Terms and Conditions for Buyer-Supplier Transaction**  
**on**  
**GelatoConnect Procurement Platform**  
(the “**Transaction Terms**”)

Parties:

- Buyer (Name, Registration Number, Address)
- Supplier (Name, Registration Number, Address)

**1. The Transaction**

These terms and conditions apply to the Buyer’s purchase of and the Supplier’s sales of certain goods (“**Goods**”) as offered by the Supplier on and as demanded by the Buyer on the Platform. The Buyer and Supplier have agreed to the specific goods and the relevant quantity to be delivered and the price as set out on the Platform (a “**Transaction**”).

The Parties have agreed to the dispatch time for the Goods from Supplier as set out on the Platform. As of the agreed dispatch time the Goods shall be handed over to the transport service provider chosen by the parties for transport and delivery to the place of delivery designated by the Buyer.

**2. The Supplier’s obligations**

The Supplier undertakes to: (i) deliver the Goods in the agreed quantity to Buyer; (ii) dispatch the Goods to a transport service provider at the agreed dispatch time; (iii) provide Buyer with updates on manufacturing and/or delivery upon Buyer’s reasonable request.

The Supplier warrants that the Goods to be delivered are manufactured (i) lawfully and not infringing any third party’s intellectual property rights; (ii) in compliance with any applicable environmental regulations and safety regulations for such Goods; (iii) as fit for ordinary use of such Goods; (iv) and packaged according to industry practice for such Goods; (v) and accompanied by the necessary documentation for the timely transport and deliver of the Goods, such as sales documentation, export documents, etc.

Should the Goods fall short of the Supplier’s warranties or not be delivered as agreed, Supplier shall without undue delay seek to rectify the deviation. The Buyer may elect between having the order rectified or redelivered or refunded.

Supplier shall accept Buyer’s return of Goods which are in breach of Supplier’s warranties set out above and refund any payment of such Goods to Buyer without undue delay.

### **3. The Buyer's obligations**

The Buyer shall pay the agreed price in full to Supplier at the agreed time and to the agreed account. Late payment shall incur late payment interests according to Supplier's choice of the rate under applicable law in Supplier's jurisdiction, or at a rate of EURIBOR + 3 percentage points, applicable from the date of default and until full payment is made.

Payment of the Goods shall not constitute acceptance of Goods that are defective or otherwise fail to conform to the Agreement, or a waiver of any rights or remedies the Buyer may have with respect to defective or nonconforming Goods.

Should Buyer find that the Goods are in breach of Supplier's warranties, Buyer shall notify the Supplier of such breach without undue delay from the discovery and set out whether the Goods will be returned in full or if the Supplier should redeliver.

Buyer is responsible for its specific use of the Goods and that any such use is lawful and within any third party rights.

### **4. Force Majeure and Limitation of liability**

In the event either party is unable to perform its obligations under the terms of this Agreement because of any force majeure events, strikes, equipment or transmission failure or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Supplier's total liability towards Buyer shall be limited to Buyer's direct losses up to the total agreed price for the Transaction, unless Buyer's losses are caused by Supplier's gross negligence or willful misconduct. This limitation shall not apply to the indemnification by the Supplier under clause 5.

### **5. Indemnification by Supplier**

The Supplier agrees to indemnify, defend, and hold harmless the Buyer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the purchase, possession, or use of the Goods, except to the extent caused by the Buyer's negligence or willful misconduct.

This indemnification shall include, but not be limited to, any claims or actions based on personal injury, property damage, or product liability.

### **6. Term**

These Transaction Terms shall apply for the specific Transaction between the Buyer and the Supplier and as such the Transaction Terms for the specific Transaction shall lapse without further notice, if Buyer or Supplier cancels the Transaction in question.

## **7. Jurisdiction and legal venue**

Unless otherwise agreed, the Transaction between Buyer and Supplier and these Transaction Terms shall be governed by and construed by the laws of the Kingdom of Norway.

All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Oslo, Norway, and the language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.