

General Terms and Conditions – GreenSnail B.V.

Version: 1.1 – 17 January 2026

Registered address: Facetlaan 49, 2665NR, Bleiswijk, The Netherlands

Chamber of Commerce number: 88166864

VAT number: NL864524286B01

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- **GreenSnail:** GreenSnail B.V., registered in Bleiswijk with the Dutch Chamber of Commerce under number 88166864.
- **Customer:** any natural or legal person who enters into an agreement with GreenSnail for the supply of services and/or products.
- **Services:** all activities offered by GreenSnail, including:
 1. Real estate projects for dental practices, including acquisition, sustainability improvements towards CO₂ neutrality, and guidance for new dentists.
 2. CO₂ scan for dental care practices, including measurement, reporting, and recommendations.
- **Products:** all physical goods supplied by GreenSnail, including (but not limited to) CO₂-compensated nitrile gloves.
- **Partner:** an external party with whom GreenSnail cooperates in the performance of services, such as ReGreener.
- **Agreement:** any arrangement between GreenSnail and the Customer for the supply of services and/or products.

Article 2 – Applicability

1. These general terms and conditions apply to all offers, quotations, agreements, and deliveries by GreenSnail, unless otherwise agreed in writing.
2. Deviations from these terms are only valid if agreed in writing.
3. Any purchasing or other terms of the Customer are expressly rejected.

Article 3 – Formation of the Agreement

1. Offers from GreenSnail are without obligation, unless stated otherwise.
2. An agreement is concluded once GreenSnail has confirmed acceptance of an offer in writing or by e-mail, or once GreenSnail has actually commenced performance.
3. For services, a preliminary intake or assessment may take place.

Article 4 – Performance of Services

1. GreenSnail will perform the services to the best of its knowledge and ability, but cannot give absolute guarantees regarding the achievement of specific results (best-efforts obligation).
2. In real estate projects and CO₂ scans, GreenSnail may engage Partners. The Customer agrees that certain parts of the services may be carried out by these Partners.
3. GreenSnail is not liable for shortcomings of Partners, unless these are the result of intent or gross negligence on the part of GreenSnail itself.
4. The Customer shall provide all cooperation reasonably required for proper performance of the services, such as providing correct and complete information and granting access to locations.

Article 5 – Delivery of Products

1. Delivery takes place at the address provided by the Customer.
2. Delivery times are indicative; exceeding them does not entitle the Customer to compensation or termination, unless otherwise agreed in writing.
3. The risk of loss or damage to products passes to the Customer at the time of delivery.
4. Products remain the property of GreenSnail until full payment has been received.

Article 6 – Prices and Payment

1. All prices are exclusive of VAT and other charges, unless stated otherwise.
2. Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.
3. In the event of late payment, the Customer is in default by operation of law and statutory interest is due.

Article 7 – Cancellation and Changes

1. Cancellation of services by the Customer must be made in writing.
2. If cancellation occurs within 14 days before the start of performance, GreenSnail may charge cancellation fees.
3. Changes to the assignment may result in adjustments to the price and/or delivery time.

Article 8 – Warranty and Returns

1. GreenSnail guarantees that delivered products comply with the agreement and with normal standards of soundness.
2. Returns of products are only possible with prior written consent from GreenSnail and in accordance with the return instructions.
3. Statutory warranty rights remain unaffected.

Article 9 – Liability

1. GreenSnail's liability is limited to direct damage and to a maximum of the invoice value of the relevant delivery or service.
2. GreenSnail is not liable for indirect damage, such as consequential loss, loss of profit, or missed savings.
3. These limitations do not apply in cases of intent or gross negligence by GreenSnail.

Article 10 – Force Majeure

1. Force majeure means any circumstance beyond GreenSnail's control that temporarily or permanently prevents fulfilment of the agreement.
2. In the event of force majeure, GreenSnail is entitled to suspend or terminate performance of the agreement without being liable for damages.

Article 11 – Intellectual Property

1. All reports, advice, designs, and other materials provided by GreenSnail remain the property of GreenSnail, unless otherwise agreed in writing.
2. The Customer may use these materials solely for the purpose for which they were provided.

Article 12 – Complaints and Disputes

1. Complaints about the performance of the agreement must be submitted in writing within 14 days after discovery.
2. The parties will first attempt to resolve a dispute amicably.
3. All agreements are governed by Dutch law.
4. Disputes will be submitted to the competent court in the district where GreenSnail is established.

Article 13 – Amendments to the Terms

1. GreenSnail is entitled to amend these general terms and conditions. The amended terms also apply to existing agreements, subject to a reasonable notice period.
2. The most recent version is always available on the GreenSnail website.