

## General offer, delivery and payment conditions

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### ARTICLE 1 APPLICABILITY

1. These terms and conditions apply to all agreements and tenders originating from the contractor, regardless of whether the contract was obtained by tender or otherwise.
2. Keijsers Lundiform B.V. shall be referred to as contractor. The other party shall be referred to as client.
3. General (registration) terms and conditions used by the client shall not apply unless expressly accepted by the contractor in writing.

### ARTICLE 2 TENDERS

1. All quoted prices are net, excluding sales tax, and are based on execution during normal working hours. An offer is binding on the contractor only if expressly stated in writing. An offer that is binding on the contractor under the provisions hereof shall lapse after 30 days from the date of the offer.
2. If the customer provides the contractor with data, drawings and the like, the contractor may assume their accuracy and completeness and shall base his offer on them.
3. The Contractor shall be entitled to pass on to the Client any increases in wages, raw material prices, transport costs, exchange rates, insurance premiums and government levies (in particular taxes) in respect of that work and/or (parts of) fixtures and fittings to be assembled that are yet to be carried out and/or delivered by the Contractor at the time those increases take effect.
4. The Contractor reserves the right to make minor changes to the construction, insofar as this does not substantially alter the work. Subject to the provisions of paragraph 3 of this article, the quoted prices are fixed for the duration of the work, unless indexation has been agreed. If indexation has been agreed, it shall be based on the price index figure, series for domestic production of the CBS, unless otherwise agreed.

### ARTICLE 3 INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise agreed in writing, the contractor shall retain the copyrights and all other intellectual property rights to the designs, images, drawings, sketches and/or quotations provided by it.
2. No drawings, designs, illustrations, sketches and/or offers provided by the contractor may be copied, shown to third parties or otherwise used without the contractor's written consent.
3. The drawings, designs, images, sketches and/or offers provided by the contractor shall be returned to the contractor immediately, if no order is awarded to the contractor.
4. The client acting contrary to the provisions of paragraphs 2 and 3 of this article shall owe a penalty of ten per cent of the quoted amount. By payment of this penalty, ownership and copyright do not pass.

### ARTICLE 4 ORDER CONFIRMATION

1. The agreement between the contractor and the customer shall be confirmed in writing by the contractor, which confirmation shall constitute full proof.
2. Amendments to the agreement and deviation from these General Terms and Conditions will only apply if agreed in writing between the contractor and the customer.

### ARTICLE 5 SCOPE OF WORK

1. The Client must ensure that all permits, exemptions and other decisions necessary to carry out the work are obtained in good time. The Client shall be obliged to send a copy of the **a f o r e m e n t i o n e d** documents to the Contractor on first request, unless otherwise agreed in writing.
2. Unless otherwise agreed in writing, the price of the work does not include:
  - a) The cost of earthwork, piling, cutting, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repairs, or other construction work of any kind;
  - b) The cost of connecting gas, water, electricity or other infrastructure facilities;
  - c) The costs of preventing or limiting damage to items present at or near the work;
  - d) The cost of disposal of materials, construction materials or waste.

### ARTICLE 6 ADDITIONAL AND LESS WORK

1. All changes to the contract shall be charged as additional work if this results in more costs and as less costs if this results in less work.
2. Additional and less work will be settled fairly, independent of the obligation to pay the principal sum.

### ARTICLE 7 EXECUTION OF THE WORK

Unless otherwise agreed in writing, under penalty of compensation for damages and costs, the client is obliged to ensure:

- a) that the place where the items, materials and/or tools to be assembled are to be stored or where the delivery is to take place is such that damage, in whatever form and by whatever means, or theft cannot occur;
- b) that access to the place, where the delivery and/or assembly is to take place, is unobstructed and sufficient and that further all cooperation is given to enable smooth delivery, assembly and/or completion;
- c) that if a hoist, lift or other means of transport is to be used, it shall be provided with controls by and at the expense of the client. The **i n s t r u m e n t** to be used must comply with the government regulations in force at the time of use. Damage thereby incurred shall be **b o r n e** by the customer, unless it is established that the **c o n t r a c t o r** is at fault;
- d) that (sub)floors are free of lime, cement and dirt residues and loose parts, if necessary, unless a **g r e e d** otherwise in writing, are completely flat and level and are made available broom-free;
- e) that electricity, sufficient ventilation, water and, if necessary, heating is provided in the room in which work is to be done;
- f) that, if others also need to carry out work in the relevant space, such others and the contractor can carry out their work unhindered if carried out simultaneously;
- g) that, in the case of conversion works and/or renewal of the interior, the premises will be closed to the public while the works are being carried out.

### ARTICLE 8 DELIVERY TIME

1. The delivery period shall commence as soon as the agreement is concluded and all data necessary for the commencement of performance of the work are in the possession of the contractor. The Client must inform the Contractor in good time of all data and choice provisions necessary for the progress of the work.
2. The stated delivery deadlines are not to be regarded as deadlines. The mere exceeding of this term therefore does not place the contractor in default by operation of law and does not allow the client to dissolve the agreement. The contractor must first be put in default for this.

### ARTICLE 9 RISK AND STORAGE

1. Unless otherwise agreed in writing, the risk of the goods, materials and work carried out shall pass to the customer from the time they are delivered to the place of destination or from the time the work is started.
2. If, through no fault of the contractor, the delivery cannot take place in time, the goods will be stored at the expense and risk of the client.
3. If any payment term is exceeded, the contractor shall be entitled to store the goods at the client's expense and risk and to postpone the first delivery until all due instalments have been paid.

### ARTICLE 10 RETENTION OF TITLE AND UNDISCLOSED PLEDGE

1. All items brought onto or near the work remain the property of the contractor until the client has fully met his payment obligations, including those for additional work, extra costs and interim price increases.
2. The goods will also be delivered encumbered with an undisclosed pledge in favour of the contracted party. The Client undertakes to cooperate with the statutory requirements for the establishment of the undisclosed pledge as soon as the Contractor, the Client, so requests.
3. These pledges serve as additional security for the payment of all that the contractor owes the customer on any account whatsoever.
4. Any third-party intervention must be notified immediately by the principal. Costs and/or losses arising from the failure to notify immediately shall be borne by the principal.

#### ARTICLE 11 PAYMENT

- Unless the parties agree otherwise in writing, the following payment arrangement shall apply:  
30% on assignment  
30% at start of work 30% at start of assembly  
5% at ready assembly or commissioning before assembly is complete.  
5% on completion.
- If the execution of the order is delayed at the request of the customer, or because the customer fails to fulfil his obligations or does not enable the contractor to complete the work on time, or to carry out the work required for that purpose, the contractor shall be entitled to demand payment of the instalments that have not yet been paid at the times at which these instalments would have become due and payable if the order had been executed normally. If, as a result of the delay, the contractor must store completed goods, the contractor shall be entitled to charge storage costs.
- If the client fails to pay no later than 14 days after the due date, the client shall be in default without notice of default being required.
- From the due date, the client shall owe interest of 1% of the invoice amount for each month or part of a month by which the due date is exceeded.
- By the mere conclusion of the agreement, the client is obliged to pay the extrajudicial collection costs, including administration costs and the costs of legal assistance and advice prior to the proceedings. The extrajudicial collection costs are calculated as follows:

Principal (up to and including)	Applicable percentage that is	Maximum
€ 2.500	15% over the principal sum	€ 375
€ 5.000	€ 375 plus 10% over the (Principal - €2,500)	€ 625
€ 10.000	€ 625 plus 5% over the (principal amount - € 5,000)	€ 875
€ 200.000	€875 plus 1% over the (Principal - €10,000)	€ 2.775
Above €200,000	€ 2,775 plus 0.5% over the (principal amount - € 200,000)	€ 6.775

The extrajudicial collection costs are at least €40

#### ARTICLE 12 RESPONSIBILITY FOR WORK

- The contractor shall be responsible for the proper execution of the work.
- The contractor accepts no responsibility for any design prepared by the client by third parties, including the specification of dimensions and materials given.
- In the case referred to in paragraph 2, the contractor is only responsible for the correct assembly and guarantees the soundness of the materials. However, this shall not apply if a particular make or treatment of materials has been prescribed by the customer or by third parties.
- If responsibility for the design is transferred by the client to the contractor, this must be expressly agreed in writing.
- If the customer provides materials or parts for further processing or assembly, the contractor shall be responsible for correct processing and assembly, but never for the materials or parts themselves.

#### ARTICLE 13 LIMITATION OF LIABILITY

- The contractor's liability for damage caused by defects in the delivered goods is limited to the net invoice amount of the delivered goods.
- The contractor shall not be liable for indirect damages including third-party damages or loss of profits.
- The contractor shall not be liable for damage related to (the unsoundness of) constructions or materials prescribed by the client, or material or share in the work supplied by the client or on his instructions by third parties.
- In the case referred to in paragraph 3, the client fully indemnifies the contractor against all claims for compensation for damage by the contractor's personnel and/or third parties, including damage arising from or as a result of product liability.

#### ARTICLE 14 RESCISSION

- If the client fails to fulfil his obligations arising from any agreement concluded with the contracted party, or fails to do so on time or adequately, as well as in the event of the client's bankruptcy or suspension of payments, or if his company is closed down or liquidated, he will be deemed to be in default by operation of law, without notice of default being required. The contractor shall then be entitled to dissolve the existing agreements between it and the client insofar as they have not yet been performed without judicial intervention and to claim payment from the client for the work already performed and/or deliveries already made, as well as compensation for damage, costs and interest caused by the client's non-performance and the dissolution of the agreement, including the profit lost by the contractor.
- In the cases mentioned in paragraph 1, any claim which the contractor has against the principal shall be immediately due and payable.

#### ARTICLE 15 NON-ATTRIBUTABLE FAILURE

- A non-attributable failure means circumstances that could not have been expected by the contractor and are beyond his control.
- The contractor has the right to suspend the fulfilment of his obligations if he is temporarily prevented from fulfilling his obligations due to a non-attributable failure.
- Non-attributable failure shall include the circumstance that suppliers and/or subcontractors of the Contractor fail to meet their obligations or fail to do so on time, weather, earthquakes, fire, loss or theft of tools, loss of materials to be processed, road blocks, strikes or work stoppages and import or trade restrictions.
- The contractor is no longer entitled to suspend if the temporary impossibility of performance has lasted for more than six months. The agreement can only be concluded after the end of this period and

only for that part of the obligations that have not yet been fulfilled. In that case, the parties shall not have

entitled to compensation for the losses or

damages to be suffered.

#### ARTICLE 16 WARRANTY

- For a period of three months after delivery, the Supplier guarantees the proper performance of the agreed service. For defects, which according to their nature can only be discovered after a longer period of time, a warranty period of one year after delivery applies.
- Client can only claim warranty after he has fulfilled all its obligations to the contractor.
- If partial delivery of the work takes place, the warranty periods start to run on the delivery of these parts.
- Warranty applies only under normal use and only under normal conditions. This includes ensuring sufficient humidity in the atmosphere, not exposing to excessive humidity or dryness, cold, heat, etc.
- No warranty applies:
  - For defects on which repairs have already been carried out by third parties.
  - For materials and constructions prescribed by the client or third parties.
  - For glass, discolouration of wood and for minor colour variations of wood and other materials.
  - Under normal wear and tear.
  - In case of improper use.

#### ARTICLE 17 ADVERTISING

The customer can no longer invoke a defect in the performance of the contract if he has not complained in writing to the contractor within 7 days after he has discovered the defect or should reasonably have discovered it, under a clear description of the detected defect.

#### ARTICLE 18 DISPUTES

- All offers, agreements and the performance thereof shall be governed exclusively by Dutch law.
- All disputes shall, insofar as they exceed the jurisdiction of the subdistrict court, be settled by the District Court in the district where the contractor is established.

#### ARTICLE 19 FINAL PROVISION

These general offer, delivery and payment conditions may be cited as "General offer, delivery and payment conditions of Keijsers Lundiform BV filed under number 61043672 dated 27-05-2020.