



Terms and Conditions of Saniskill B.V

1. Definitions.

In these terms the following definitions apply:

The User: the limited liability company Saniskill B.V. registered in the trade register under number 58829865 and / or his representative or legal successors to whom the delivery of the product has been assigned or from whom a quotation is requested..

The Contract Partner: the natural or legal person who issues the order for the delivery of the product or gives the order for the provision of advice and / or design or, as a result, requests an offer..

Th Location: the address where the products are delivered and where the work is performed.

Products: under this agreement by Saniskill B.V. offered goods including prefabricated bathrooms, walls, shower floors and other system components and accessories.

Work: deliverables as specified in the offers and the corresponding assignment.

Terms and Conditions: the present terms and conditions that apply to all offers, quotations, orders and agreements for which Saniskill B.V. has offered or supplied products and activities, of whatever nature.

Purchase agreement: the agreement between the User and the Contract Partner whereby the User sells the offered products and services to the Contract Partner and the Contract Partner buys the offered products and services from the User.

Ex works: the User meets his obligation to deliver when making the products available to the Contract Partner on the property (the factory) of the Supplier in Italy, whereby the products are not cleared out and are not loaded in a transport vehicle. The Contract Partner bears all costs and risks associated with transporting the products from the User's factory to the location.

2. Applicability.

- 2.1 Saniskill B.V. and/or all companies, whether or not directly or indirectly affiliated with Saniskill B.V., that declare to use these conditions, are considered to be Users as referred to in these Terms and Conditions.
- 2.2 Unless expressly agreed otherwise in writing, these Terms and Conditions apply to all legal relationships with the User. In particular, these Terms and Conditions apply to all special offers, quotation requests and acceptances made by the User and to all agreements, including the formation and execution thereof, to which the User is a party.
- 2.3 These Terms and Conditions also apply to partial and/or follow-up orders, as well as to additions and/or changes to agreements and further agreements.
- 2.4 Any Terms and Conditions of the contracting party that differ from these Terms and Conditions will be hereby expressly rejected by the User.
- 2.5 If and to the extent that special offers, acceptances or agreements expressly and validly contain any provision deviating from these Terms and Conditions without the application of these Terms and Conditions being explicitly excluded, the other provisions of these Terms and Conditions shall remain in full force and effect. Such agreed deviations shall never apply to more than one agreement. Therefore, no rights can be derived from such a deviation for other or subsequent agreements.
- 2.6 Employees of the User, indirect or direct managers of the User and assistants and/or sub-contractors of the User, including their personnel and managers, all this in the broadest sense of the word, are entitled to an identical invocation to these Terms and Conditions against the contracting party just as the User is entitled to do so.
- 2.7 If the legal relationship (partly) relates to sales made by the User, regardless of the title of the legal relationship, in addition to "CHAPTER I. GENERAL" also "CHAPTER II. SALE" shall apply. In the event of any conflict between the provisions of the two chapters the provisions in "CHAPTER II. SALE" shall take precedence.

CHAPTER 1: GENERAL

3. General.

- 3.1 Notifications by the User (including deviations from the concluded Agreement) can only be made binding in writing.
- 3.2 If two or more the Contracting Parties have (or are deemed to have) jointly entered into a legal relationship with the User, they are jointly and severally liable for the performance of the service and the resulting consequences.

4. Cancellation.

- 4.1 Cancellation is only possible with the explicit consent of the User. If the User agrees to the cancellation, the Contracting Party is obligated to



Saniskill B.V.

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reimburse all costs reasonably incurred for the execution of the Agreement, without prejudice to the User's right to full compensation for loss of profit and for other damages and costs resulting from the cancellation in question.

- 4.2 Insofar as the User is dependent on suppliers and has to accept the cancellation of its orders made by one or more of these suppliers, the User shall be entitled to cancel the orders given to it as well, without being obliged to pay any compensation, regardless of the moment at which such cancellation occurs.

5. Force majeure

- 5.1 During force majeure on the part of the User, its deliveries and other obligations shall be suspended for the duration the force majeure event.
- 5.2 If the force majeure event continues three months after the date on which the User would have defaulted, both Parties have the right to terminate the Agreement without any obligation to pay compensation.
- 5.3 If, in force majeure, the User has already partially fulfilled its obligations or can still partially fulfil its obligations, the User is entitled to invoice the part already delivered or to be delivered (carried out or to be executed) separately and the Contracting Party is obliged to pay this invoice as if it were a separate agreement.
- 5.4 Within the meaning of this Article, force majeure is understood to mean, in addition to the provisions of the relevant law: any situation arising from unforeseen circumstances as a result of which the execution of the Agreement by the User becomes difficult or impossible, of which in any case (but not limited to) is the case in the situation of: war or risk of war, or any similar situation, regardless of whether the Netherlands is directly or indirectly involved, full or partial mobilisation, state of siege, riot, sabotage, natural disasters, flooding, fire, lightning strike, explosion, discharge of hazardous substances or gases and/or other destruction in factories or warehouses, power supply failure, factory or operational failure of any kind, boycott, sit-down occupation, accidents, strikes, blockades, labour shortages, fuel shortages, raw materials or auxiliary materials, transport restrictions, restrictions imposed or prohibited by the authorities, cancellations by or failure to supply suppliers or third parties in any other way, (hold-ups due to) frost, epidemics, theft, embezzlement or damage of goods from warehouse(s), workshop(s) or other business premises of the User or during transport, measures of Dutch and/or foreign public authorities that make the execution of the Agreement more problematic and/or more expensive than could have been foreseen at the time of the conclusion of the Agreement, as well as any (other) circumstances that obstruct the normal functioning of the User's business, as a result of which the fulfilment of the Agreement cannot reasonably be expected of the User.
- 5.5 The provisions in this Article also apply if these circumstances concern suppliers of the User and other third parties engaged by the User.

6. Security; deduction; prohibition on ownership transfer.

- 6.1 The User is entitled at all times to demand security from the Contracting Party for the compliance of all its obligations under the Agreement. Unless the User requires another form of security, the security must be provided in the form of a bank guarantee (issued by a Dutch bank and paid out on demand). If the User does not indicate otherwise, the security to be provided must be equal to 10% (in words: ten percent) of the value (including VAT) of the corresponding commitment.
- 6.2 If the Contracting Party fails to provide the required security or advance payment, any obligations incumbent on the User shall lapse, without prejudice to the User's right to full compensation of all of its damage, costs and interest, expressly including loss of profit.
- 6.3 The User shall not be obliged to make an advance payment and/or (other) security, in any form whatsoever.
- 6.4 The User is entitled at all times to deduct from the Contracting Party the amounts payable in connection with the Agreement against what it has to claim from the Contracting Party for whatever reason. The Contracting Party is not entitled to claim an amount owed by it to the User against an amount owed by the User to it.
- 6.5 The Contracting Party is not entitled to assign, pledge, or transfer the ownership of its rights against the User to third parties under any title whatsoever. This provision has effect under the property law pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW).

7. Suspension and dissolution.

- 7.1 If the Contracting Party does not fulfil one or more of its obligations arising from this and other Agreements concluded between the Parties, or does not fulfil them in time or in full, the User is entitled without further notice of default or judicial intervention and without being obliged to pay any compensation, to suspend and/or rescind the fulfilment of the relevant Agreement in whole or in part, without prejudice to all other rights to which the User is entitled.
- 7.2 The User is at all times entitled, also during the execution of an agreement, to suspend the fulfilment of its obligations until the Contracting Party has provided security for the fulfilment of all its obligations under this Agreement and other agreements concluded between the Parties at the request and to the satisfaction of the User, as referred to in Article 6 of these Terms and Conditions.
- 7.3 The User is entitled to keep all goods of the Contracting Party in its possession, at the expense and risk of the Contracting Party, until the Contracting Party has fulfilled all obligations owed to the User, without prejudice to the right of the User to invoke other rights of suspension and/or retention granted to it by law or by the Agreement.
- 7.4 In addition to its other rights, the User can terminate the Agreement with the Contracting Party at any time and without further notice of default or legal intervention and without being liable for damages to the Contracting Party with immediate effect if the Contracting Party is deemed to be unable to pay its due debts, leaves due debts unpaid, becomes insolvent, if a petition for a moratorium is filed for the Contracting Party, if the Contracting Party dies, its business ceases to operate and/or its assets are seized which will not be lifted within 30 days of the date of seizure, as well as if the Contracting Party otherwise loses the right to dispose of (part of) its assets.
- 7.5 Any defects in the delivered goods do not entitle the Contracting Party to terminate (that part of) the Agreement, unless the User or the manufacturer/supplier engaged by the User fails to remedy them after repeated attempts.
- 7.6 As a result of the dissolution, reciprocal existing claims become immediately due and payable. The Contracting Party is liable for all damage suffered by the User.
- 7.7 Unless otherwise required by Law, the Contracting Party is not entitled to terminate the Agreement in whole or in part. Unless otherwise required by Law, the User is entitled to terminate the Agreement in whole or in part if it has a substantial interest in doing so.



8. Insurance; damage to material/equipment etc.

- 8.1 The Contracting Party must insure itself against its liabilities in such a way that the insurer cannot invoke the remission, objection or transfer in terms of other insurances or liability insurances of other parties, whether or not previously taken out by the Contracting Party. If the Contracting Party acts as a supplier, its insurance must also fully cover its liability against the final Purchasers/Users, irrespective of the number of intermediate deliveries, of its product after completion. In the case of the use of motor vehicles and other rolling stock, the Contracting Party must insure itself against the damages caused to the User and/or third parties due to liability:
- for which there is an insurance obligation under the Motor Insurance Liability Act (WAM) and/or the Carriage of Passengers by Road Act;
 - for which standard insurance terms have been drawn up by the Federatie van Nederlands Kraanverhuurbedrijven (Federation of Dutch Crane Letting Companies) and at least in accordance with these insurance terms. The abovementioned insurances must be taken out for sufficient amounts, taking into account the insured risk. The Contracting Party is compelled to make the policies available to the User upon request. The User is hereby irrevocably authorised to ask the insurer in question whether the premium owed has been paid, as well as to appoint itself or have itself designated as a beneficiary of the insurance. The User is entitled suspend the payment as long as the Contracting Party has not fulfilled its obligation to provide information in this regard. If the Contracting Partner does not fulfil its insurance obligation, or does not provide any information on this, the User is entitled to insure the aforementioned liabilities at the expense of the Contracting Party and to offset the costs involved against the Contracting Party.
- 8.2 The User is not liable for loss, theft and/or vandalism associated with materials, equipment, tools and suchlike of the Contracting Party, all this, in the broadest sense of the word, even if this is related to the conduct of its personnel and/or contracted third parties/assistants. The consequences of this shall be borne by the Contracting Party who has to take out insurance against this for its own account. This also applies to materials, equipment and tools stored by the Contracting Party in areas made available and/or supervised by the User. The provisions in this Paragraph do not apply if there is intent or gross negligence on the part of the managing personnel of the User.
- 8.3 If the User and/or its client has taken out a "CAR"-insurance for the work with the Contracting Party as a co-insured party, the Terms and Conditions thereof apply to the legal relationship with the Contracting Party and the text will be available to them for inspection. The Contracting Party is always liable and the damage, including deductible and demurrage charges, fines and all other costs and damages can be recovered from the CAR insurer or from the Contracting Party at the User's discretion. If the CAR-insurer or any other insurer reimburses the damages attributable to the Contracting Party, the User acquires automatically a full right of recourse.

9. Indemnity.

- 9.1 In the case of failure of the Contracting Party to fulfil its contractual or legal obligations or to do so in full results in the User being held liable by third parties, the Contracting Party undertakes to indemnify the User against all consequences of this liability as well as to fully indemnify the User. In particular, the Contracting Party shall reimburse all costs of legal assistance and other assistance which the User incurs due to this liability claim.
- 9.2 The Contracting Party shall indemnify the User for and the User and fully indemnifies the Contracting Party in respect of claims due to infringement of authors, third-party copyrights, design rights and/or patent rights in respect of goods delivered by it and/or work carried out by it.

10. Intellectual property rights.

- 10.1 All rights of intellectual and industrial property in terms of drawings, specifications, models, constructions, diagrams, calculations and other documents, in the broadest sense of the word, that the User has provided to the Contracting Party or that have been produced by the User or third parties within the scope of the Assignment, are the property of the User. To the extent that it is apparent from the Law that the intellectual and/or industrial property on the drawings, specifications, models, constructions, diagrams, calculations and other documents, all in the broadest sense of the word, are the property of the Contracting Party, the Contracting Party undertakes to transfer them to the User free of charge upon first request and within the period set by the User for this purpose.
- 10.2 The Contracting Party shall submit the drawings and documents referred to in Paragraph 1 of this Article on delivery of the goods or completion of the work carried out to the User at the latest, as well as immediately after the first request of the User.
- 10.3 The Contracting Party shall not use the drawings and documents referred to in Paragraph 1 of this Article in any other way than for the benefit of and/or as provided for in the Agreement. The Contracting Party is also not permitted to make these drawings and documents available to third parties. Furthermore, the Contracting Party may not copy or (otherwise) multiply these drawings and documents. The Contracting Party is obliged to take measures to ensure the confidentiality of these drawings and documents.
- 10.4 The use by the Contracting Party of the drawings and documents referred to in Paragraph 1 of this Article is at its own risk and for its own account.
- 10.5 If the Contracting Partner fails to fulfil its obligation under this Article, the Contracting Party shall forfeit to the User an immediately payable penalty of 10% (ten percent) of the contract price associated with the assignment or quotation, with a minimum of € 5,000.00 (five thousand Euros), per infringement, which can be increased by € 2,500.00 (two thousand five hundred Euros) for each day that the violation continues, regardless of whether this infringement is attributable to the Contracting Party and without prejudice to the User's right to claim fulfilment and/or full compensation in this regard.

11. Processing (personal) data.

- 11.1 The data of (personnel of) the Contracting Party, including in any case the data mentioned on the order confirmation/agreement/invoice, is processed by the User, within the meaning of the law and regulations relating to the protection of personal data.
- 11.2 This processing of personal data is necessary for the User, inter alia, the execution of the Agreement, compliance of the warranty obligations against the Contracting Party, the optimal provision of service and/or the provision of the Contracting Party with product information and/or personalised offers in a timely manner. If and to the extent that the processing of personal data takes place for the purpose of direct mailing, any objection to be made by (personnel of) the Contracting Party will be honoured.
- 11.3 The User is entitled to make the aforementioned data available to third parties, in particular to its affiliated companies.
- 11.4 The Contracting Party and all (other) parties involved are entitled to have access to their personal data, to request the correction, limitation or deletion of their own personal data and in addition, to request the transfer of their data. Finally, the Contracting Party and all (other) parties involved may object to the use of their own data.



12. Article 11 Disputes.

- 12.1 Any disputes arising between the Parties, will be exclusively adjudicated by the competent Court in the district of the province of Oost-Brabant (the Netherlands), unless otherwise provided by mandatory law. The Dutch court has exclusive jurisdiction, unless otherwise provided by mandatory law.
- 12.2 All obligations arising between the Parties shall be governed exclusively by Dutch law, unless otherwise provided by mandatory law.

13. Repair clause nullity.

- 13.1 If any provision of these Terms and Conditions or of the underlying assignment/agreement is in whole or in part void, voidable, invalid and/or unenforceable as a result of any statutory provision, court ruling or for any other reason, this shall have no effect whatsoever on the validity and/or enforceability of other provisions of these Terms and Conditions or the underlying assignment/agreement.
- 13.2 If a provision of these Terms and Conditions or the underlying assignment/agreement is not valid for any reason as referred to in the previous Paragraph, but would be valid if it had a more limited scope or purport, then this provision shall first apply automatically with the broadest or most extensive yet limited scope or purport with or within which it is valid.

14. Location and changes in Terms and Conditions.

- 14.1 The User is entitled to change this set of Terms and Conditions unilaterally. Any changes of these Terms and Conditions shall affect the legal relationship between the User and the Contracting Party from the moment that the User has informed the Contracting Party of the changes in these Terms and Conditions.
- 14.2 These Terms and Conditions are listed on the User's website and can be downloaded there.
- 14.3 These Terms and Conditions will always be sent to the Contracting Party upon first request.
- 14.4 If the Dutch text of these Terms and Conditions differs from a translation thereof, the Dutch text shall always be decisive for the interpretation of these conditions.

CHAPTER 2: PURCHASE

15. Offer and acceptance.

- 15.1 Every request of the User to the Contracting Party for a quotation and any quotation from the Contracting Party to the User is with no obligation. All costs associated with drawing up a quotation/offer shall be borne by the Contracting Party.
- 15.2 The Contracting Party shall keep its quoted price until the quotation has been submitted or at least six months after the work has been awarded to the User, whichever is later.
- 15.3 An Agreement between the User and the Contracting Party is concluded after the order confirmation has been sent by the User. If the Contracting Party does not inform the User of its written objections within eight days, the order confirmation shall be deemed to reflect the agreement correctly and in full.
- 15.4 Each agreement is entered into subject to the condition that the work for the User continues, as well as subject to the condition that the User's client consents to the use of the Contracting Party and/or its materials. If a work does not take place or only partially takes place or if the materials or work is not or only partially used/executed or if the User's client does not or only partially agree to the use of (the materials of) the Contracting Party, the request or assignment can be cancelled, revised and/or adjusted proportionally (at the User's discretion) by the User, without the Contracting Party being able to derive any right to compensation from this.
- 15.5 Extra and/or less work must be reported immediately by the Contracting Party at all times in the form of a fixed price quote. Only after an explicit written order from the User can it be considered that extra or less work has been commissioned. Modified drawings and/or reports of work meetings and/or vouchers signed by or on behalf of the User can never be regarded as an assignment for extra and less work.
- 15.6 Without a written order from the User, the Contracting Party cannot accept any changes to the order and the Contracting Party cannot claim a price increase. This also applies in full in the event of additional requirements of the User's client.
- 15.7 If the order confirmation contains obvious contradictions and/or errors and/or omissions, the Contracting Party must Point this out to the User within eight days of receipt thereof or before it commences the execution of the order (whichever is the sooner), failure to do so means that any right to additional payment shall lapse.
- 15.8 If changes lead to an increase or reduction of the costs, a resulting change in the purchase price must be agreed between the Parties in writing or electronically. However, without adjustment of the unit price, the Contracting Party shall deliver so much or less as required or appears to be required during the course of the work.

16. Additional obligations; delivery of certificates, etc.

- 16.1 All deliveries and work that is not explicitly mentioned in the written order but which is necessary for the proper functioning of goods delivered respectively for the proper completion of the work, are deemed to be included in the order, including the designs, calculations, drawings and conditions of use which are to be manufactured and made available to a sufficient extent. Furthermore, the Contracting Party shall be responsible for all required connection permits and inspections, unless expressly agreed otherwise in writing.
- 16.2 The Contracting Party declares to be familiar with all conditions, regulations and provisions including Dutch and European law and regulations that the User must comply with and/or observe during the performance of the work in accordance with the Agreement(s) concluded by it with its client. The Contracting Party to comply with and observe all such Terms and Conditions, rules and regulations, laws, measures, directives, ordinances, etc.



- 16.3 The Contracting Party must return, if applicable, all certificates, attests, warranty certificates, instruction manuals, inspection drawings and/or maintenance documents as soon as possible but no later than two weeks after delivery of the goods/delivery of its work, the User shall be entitled to suspend payment until this obligation has been fulfilled.

17. The execution of the Agreement by the Contracting Party.

- 17.1 The Contracting Party is obliged to follow only the orders and instructions given by the User. If this has been agreed between the User and the Contracting Party, the Contracting Party shall also follow the orders and instructions of the User's client.
- 17.2 The Contracting Party is obliged to comply with the (safety) regulations of the prevailing legislation concerning - among other things, but not exhaustive - working conditions, environment and Aliens Employment Act and to follow the instructions of the User, the client of the User, the SZW inspectorate, as well as any possible third parties engaged by the User/consultant(s) in this context. The Contracting Party is responsible for the soundness of the tools and other material used by it or to be used by it, as well as the fact that they comply with all (legal) national and European requirements and regulations. Upon request, the Contracting Party must demonstrate this to the satisfaction of the User. The User is entitled to suspend all payment obligations until the Contracting Party has complied with the provisions of this Paragraph.
- 17.3 The work/deliveries to be carried out by the Contracting Party must be carried out within the applicable working hours of the User and published upon request.
- 17.4 The Contracting Party guarantees that the design, the composition and the quality of the goods, to be delivered based on the Agreement, comply in all respects with all applicable requirements set forth in laws and/or other governmental regulations in force at the time of the conclusion of the Agreement as well as at the time of the final delivery to and approval by the User. The provisions in this Paragraph also apply to the normal use of the goods.
- 17.5 Breakage and/or damage, occurring during loading, transport and/or at the unloading and stacking, shall be borne by the Contracting Party, even if the breakage and/or damage is discovered later, unless the Contracting Party demonstrates that the damage was caused by intent or gross negligence on the part of the User's management.

18. Quality and description.

- 18.1 Subject to the provisions of the Agreement and/or an accompanying technical specification, the goods to be delivered must:
- be in accordance with what is stated in the Agreement;
 - be of good quality;
 - be identical in all respects to the samples, models and specifications made available or provided by the User and/or the Contracting Party;
 - deliver performance (capacity, efficiency, speed, completion etc.), as agreed;
 - be fully suitable for the purpose stated to the Contracting Party;
 - comply with the Building Decree, the Building Materials Decree, as well as the applicable NEN standards, Euro code(s) and other quality accreditations.

19. Packaging, delivery, storage and return.

- 19.1 The goods must be packaged in a durable and sufficiently protective manner (unless the nature of the goods opposes this) and they must be secured in such a way, that they reach their destination in good condition during normal transport.
- 19.2 The goods shall be delivered by the Contracting Partner or sent for delivery to the agreed place or places in the manner specified in the Agreement or subsequently agreed upon.
- 19.3 If, prior to delivery, the User requires that the goods are delivered to a place or in a manner other than the agreed one, the Contracting Party shall be obliged to cooperate in this. In that case, the User will only be obliged to reimburse the additional transport costs to the extent that the Contracting Party can demonstrate that it actually had to incur these costs due to the change of the place and/or method of delivery. The Contracting Party is not entitled to charge other possible additional costs caused by this to the User and/or its client.
- 19.4 Deliveries will be made at the time specified in the Agreement or (if applicable) in accordance with the latest applicable delivery schedule established by the User, with the understanding that the User has the right to change prices or any other compensation without the Contracting Party being entitled to it, the time of delivery will take place on call and therefore will be in line with the progress of the work.
- 19.5 The material, whether supplied by the Contracting Party itself, by third parties or by the User, as well as the auxiliary material and equipment, all in the broadest sense of the word, must be unloaded, transported and stored by the Contracting Party in accordance with the instructions of the User and/or its client.
- 19.6 If, for whatever reason, the User is unable to accept the goods at the agreed time and they are ready for shipment, the Contracting Party shall, at the request of the User, store and secure the goods and take all reasonable measures to prevent deterioration in quality until they have been delivered to the User, without being entitled to charge costs to the User for this.
- 19.7 If standard and/or current goods become over-supplied or are no longer required for the execution of the work, they must be taken back by the Contracting Party at the invoiced price.

20. Inspection and testing.

- 20.1 Before dispatch, the Contracting Party shall, if this is customary, desirable or necessary for the goods in question, carefully examine and test whether the goods conform to what has been agreed. If the User so requests, the Contracting Party must notify the User in a timely manner of the date and location of the test so the User can be present at such a test. The Contracting Party shall provide a certified copy of his inspection and testing reports as well as the accompanying quality declaration(s) showing that the goods to be delivered fall within the agreed category of the Building Materials Decree, or meet the requirements to be imposed on them in accordance with the regulations applicable to the Agreement. If the User so requests and has informed the Contracting Party in a timely manner, this inspection and testing must be carried out by an independent research institute to be specified by the User.



- 20.2 The User and/or its client are at all times entitled to inspect or have inspected, the goods ordered or delivered, wherever they may be, or the work (in progress or otherwise) - including the goods used for this purpose.
- 20.3 In that case, the Contracting Party shall provide such facilities so that inspection can take place in accordance with the requirements of the User and/or its client. Providing samples free of charge is included. The Contracting Party must inform the User at its own initiative when the goods in question are ready for inspection.
- 20.4 The costs of inspection shall be borne by the Contracting Party. Inspection or approval does not release the Contracting Party from any warranty obligation or liability.
- 20.5 If, during any examination or testing pursuant to the provisions of this Article, the User establishes that the goods to be delivered are not in accordance with the description in the order, or that it is likely that this will not be the case when the order is delivered or the work is carried out, the User shall immediately inform the Contracting Party in this respect. The Contracting Party is then obliged to take all necessary measures without delay in order to still be able to comply with the technical specification contained in the order and with the provisions of the purchase agreement. If repair of the defects is not possible, or, is not justified considering the time and costs to be spent on it, the User shall be entitled to reject the goods.
- 20.6 If the Contracting Party objects the results of the inspection or test by or on behalf of the User, the Contracting Party is entitled to execute a counter-assessment (or have it carried out) at its own expense.

21. Approval, rejection and refusal.

- 21.1 The delivery is considered to have taken place correctly only after approval of the User.
- 21.2 Approval only applies to the quantity and appearance of the delivered goods. If goods are delivered packaged and/or bundled, approval and acceptance only relate to the quantity and appearance of the packages.
- 21.3 In the event of rejection, the User shall immediately inform the Contracting Party.
- 21.4 The Contracting Party shall dispose of the reject goods upon first request. If the rejected goods are not removed, the User shall be entitled to store or return them at the expense and risk of the Contracting Party (at its own discretion).
- 21.5 Without prejudice to the right of dissolution and compensation, the User has the right, after rejection, to demand that the Contracting Party still fulfils the obligation owed by it within a period of time to be specified by the latter.

22. Transfer of ownership and risk.

- 22.1 With due observance of the provisions of Paragraph 2 of this Article, ownership of the goods shall pass to the User upon delivery. Subject to the provisions of Paragraph 2 of this Article the risk for the goods shall pass to the User after approval by the User.
- 22.2 If the Contracting Party postpones dispatch at the request of the User, ownership of the goods shall pass to the User on the date on which the delivery was initially made and the Contracting Party is obliged to store the goods separately as the known property of the User from that date. The goods shall nevertheless remain at the expense and risk of the Contracting Party as the holder of the goods until the goods have been delivered to the User at the place or places referred to in Article 33.
- 22.3 In the case of delivery of goods purchased from a third party, at the first request of the User, the Contracting Partner is obliged to provide a declaration from this third party, meaning that the Contracting Party is expressly entitled to transfer ownership of the goods to the User or to its client on delivery, without the User being obliged to require such a declaration. Until such a declaration has been made, the purchase price of the goods delivered shall in no case be due and payable.

23. Price.

- 23.1 Unless agreed otherwise, the price is a total price. This includes everything, including (but not limited to) the work to be carried out, the goods to be delivered, the packaging, the transport, the delivery costs, any costs of assembly and instruction, insurance costs and/or (any other) government-imposed taxes and levies.
- 23.2 All prices for delivery of goods apply to delivery of the goods F.O.B. at the location referred to in Article 33 and include all costs of packaging, loading, transport and unloading of goods and costs of insurance, but are exclusive of VAT. These costs are not paid in advance by the User.
- 23.3 The Agreement concluded between the User and the Contracting Party is fixed for the duration of the work. No settlement or price increase will take place in the event of an increase in wages, social Security charges, prices, materials, transport costs, taxes, (import) duties, exchange rates, etc., unless expressly agreed otherwise in writing. This deviation applies exclusively to the work in question, unless expressly agreed otherwise in writing.

24. Invoicing.

- 24.1 The invoices to be sent by the Contracting Party to the User must comply with the requirements of or pursuant to the Turnover Tax Act.
- 24.2 The invoice must be specified and state the project and/or contract number indicated by the User as well as the date of the order.
- 24.3 The invoices must in any case be accompanied with a written record signed for approval by or on behalf of the User, these written records are regarded as a confirmation of the order and/or approval of the work. These never give the Contracting Party the right to payment as such. They shall only be deemed to be an indication of the scope of the goods delivered or work carried out by the Contracting Party.
- 24.4 An instalment invoice must state the total amount of the order as well as the serial number of the invoiced instalment and an overview of the already invoiced terms.
- 24.5 If the invoices of the Contracting Party contain a wage expense, they must be accompanied by an hourly specification to which the wage expense relates, consisting of a man-day specification, signed by the User and the Contracting Party, Contracting Party's employees or its subcontractors who worked/are working at the work site. The BSN numbers of the Contracting Party's employees who have worked or are working on site or their subcontractors must be stated on the man-day specification.



- 24.6 The Contracting Party is expressly not entitled to increase the invoice with a credit restriction surcharge.
- 24.7 Invoices which do not comply with the requirements of the preceding Paragraphs of this Article shall not be considered and shall not be paid.

25. Payment.

- 25.1 The User shall pay the invoices that are in accordance with Article 24 in the manner and within the periods agreed in the Agreement. Unless agreed otherwise in writing, the payment period is 60 days after receiving the invoice and approval of the goods and services delivered or delivery and approval of (a part of) the work by the User and/or its client, whichever occurs later.

26. Warranty.

- 26.1 The Contracting Party warrants that the goods delivered/the work carried out - including the goods used for this purpose are:
- of good quality, without defects in design, construction, workmanship (assembly) and materials and particularly suitable for the purpose for which they are intended;
 - in accordance with what has been stipulated in the Agreement and in the documents belonging to the Agreement and in accordance with all applicable standard sheets and standard provisions and all regulations including the regulations of local, regional, national and European government bodies and utility companies.
- 26.2 In addition, the (part of the) work delivered/supplied shall be subject to the warranty that the User must provide to its client, but if the usual warranty of the Contracting Party/manufacturer's warranty is more extensive than the one referred to above, the most extensive warranty (for the benefit of the User and its client) shall in any case apply.
- 26.3 With regard to the above warranty obligations, any claim of force majeure is excluded.
- 26.4 The User is entitled to suspend its payment obligations against the Contracting Party until the latter has fulfilled its warranty obligations within the specified period. Payments made by the User of the goods/(parts of) the work do not release the Contracting Party from any warranty and/or liability.
- 26.5 The Contracting Party shall immediately repair or replace all defects that the goods/work carried out at the time of delivery, at its own expense and in consultation with the User. All costs associated with the repair or the replacement of the defect, as well as any other costs resulting from the defect (including consequential damage), shall be borne by the Contracting Party.
- 26.6 If the Contracting Party, in the opinion of the User, does not remedy the defect in a timely manner and/or properly, the User is free to execute or have all that is necessary carried out at the expense of the Contracting Party.
- 26.7 Warranties given by third parties engaged by the Contracting Party with regard to the work are deemed to have been given by the Contracting Party. With regard to these warranties, at the first request of the User, the Contracting Party shall ensure that the rights and claims arising from the aforementioned warranties are complied with, as if it were its own obligation.

27. Full or partial suspension and dissolution.

- 27.1 Without prejudice to the rights granted to it by Law, the User is entitled, after proper notice of default, terminate the Agreement in whole or in part or have it dissolved, regardless of its further rights including the right to claim damages, in the following cases:
- if the Contracting Party is in the opinion that the User:
 - does not start the execution of the Agreement punctually and/or in a timely manner;
 - deploys insufficient (properly trained and/or competent) personnel or equipment for proper execution;
 - does not pay sufficient attention to compliance with certification requirements during execution;
 - does not pay sufficient attention to safety during execution;
 - does not make sufficient progress with the execution;
 - does not take sufficient care of the execution;
 - does not fulfil the assignments or follows instructions of or on behalf of the User and/or its client or does not fulfil them properly or in a timely manner;
 - transfers and/or subcontracts the work in whole or in part to third parties without the prior written consent of the User;
 - fails to comply with one or more of its other contractual obligations, or fails to do so in a timely manner or fails to do so properly, whether or not with the result that a delay in the work or part of it arises;all the above at the exclusive discretion of the User and/or its client;
 - if a petition for bankruptcy of the Contracting Party has been filed, if the Contracting Party applies for (provisional) moratorium or (temporary) moratorium is granted to it, if the Contracting Party, natural person, requests the court to declare the debt rescheduling scheme (WSNP) applicable or if the Contracting Party loses the right to dispose of its assets or parts thereof by being placed under guardianship, distraint or otherwise;
 - if the Contracting Party transfers, liquidates or ceases to operate all or part of its business;
 - in cases where, in the opinion of the User, the creditworthiness of the Contracting Party is lower;
 - if the control of the Contracting Party changes.

Unless the law compulsorily prescribes that the dissolution must be pronounced by the court, the User is entitled to terminate the Agreement extrajudicially.

- 27.2 In the event of (partial) dissolution, the User has the right to compensation of damage and costs, at its discretion:
- to return/cancel the goods already delivered /the work already carried out at the expense of the Contracting Party and to reclaim the payments already made for this goods/work;



- b. to complete the Agreement itself or by third parties, possibly using work already carried out by the Contracting Party and the materials, equipment etc. delivered by the Contracting Party or supplied at the work site, whether or not for a fee to be agreed subsequently.
- 27.3 In the case of storage in a closed container of the Contracting Party, the User is entitled, and now irrevocably authorised, to access it if the Contracting Party, the appointed trustee or administrator fail to grant access to the User in spite of a written demand to do so.
- 27.4 The Contracting Party is not entitled to remove goods (belonging to it or left behind by it) from the work site without the written consent of the User and/or its client.
- 27.5 The claims that the User may have or acquire as a result of the dissolution of the Agreement, including any claims for compensation for damage and costs, shall be immediately and fully due and payable.

28. Liability and compensation.

- 28.1 The Contracting Party is liable for all damage, including trading losses, costs and consequential damage, that the User, persons and/or companies employed by or for the User and third parties may suffer due to any breach of contract or unlawful act of the Contracting Party or of third parties commissioned by him. Damage in the preceding sentence shall in any case be understood to include all costs, the costs of the use of own material, equipment and personnel, which the User must incur in order to undo the effects of the breach of contract or unlawful act as much as possible, as well as the discounts to be withheld by its client from the User in connection with the breach of contract or unlawful act or any fines, indemnities and other debts that the User owes to its client, all this in the broadest sense of the word.
- 28.2 There is equal liability for damage caused by goods that the Contracting Party uses for the execution of the Agreement (such as equipment, tools, and used materials) or that it has rented or made available to the User, whose damage is caused to the persons and/or companies referred to in Paragraph 1 called working at or for the User and/or third parties.
- 28.3 The Contracting Party is liable for all damage that the User suffers or will suffer as a result of a dissolution of the Agreement between the parties, for any reason, including any additional costs arising from completion or execution by the User or third parties.
- 28.4 All judicial or extrajudicial costs, including the costs of legal assistance, which are incurred by the User as a result of the breach of contract or unlawful act of the Contracting Party are at the expense of the Contracting Party. The extrajudicial collection costs are fixed at 15% of the amount due, being the principal sum plus the interest due at that time, with a minimum of € 75.00, without prejudice to the User's right to claim reimbursement of its actual costs, unless otherwise provided by mandatory law.
- 28.5 Any claim of force majeure is excluded in the event of a breach of duty by the Contracting Party or any persons or other third parties commissioned by it.
- 28.6 The User is not liable for any damages and costs of the Contracting Party, of persons commissioned by the Contracting Party or of other third parties, including damages and costs due to loss or damage to equipment of the Contracting Party or persons commissioned by the Contracting Party or other third parties or due to possible liability for the conduct of the Contracting Party or its employees (or their absence), except and to the extent that the Contracting Party can demonstrate that there was intent or gross negligence on the part of the User's management personnel.
- 28.7 Under no circumstances shall the User be liable for trading losses, including loss of profit and/or consequential loss of the Contracting Party and/or third parties. The Contracting Party shall indemnify the User in this respect.
- 28.8 If and to the extent that the User is liable for damages to the Contracting Party or persons commissioned by it or by other third parties and is insured with regard to this liability, the User is only obliged to compensate damage caused to the Contracting Party or persons commissioned by it or other third parties up to a maximum of the amount paid out by its insurer(s), plus any deductible excess due. The policy terms and conditions are available for inspection by the Contracting Party at the User's premises.
- 28.9 If the insurer does not make a payment for any reason or if the liability is not covered by any other insurance, the User's liability shall at all times be limited to a maximum of the net invoice amount of the corresponding order or the delivery, with a maximum of EUR 10,000.00 (ten thousand Euros).