

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT
ALTIS B.V. (CoC no. 01054485)
Filed with the Chamber of Commerce

1. Applicability, exclusion of other terms and conditions

- 1.1 These terms and conditions apply to all offers, quotations, agreements, deliveries, and performance of work by Altis B.V., a private limited liability company with its registered office in Wieuwerd (**Altis**), to, with or for clients and/or customers, hereinafter collectively called the Customer.
- 1.2 These terms and conditions apply to the exclusion of the (general) terms and conditions of the Customer or third parties which the Customer notifies and/or declares to apply to Altis, whether or not by referring to a place of filing.

2. Offers, conclusion of agreements

- 2.1 Offers and quotations on the part of Altis, orally or in writing, are – except for the provisions of paragraph 4 – without obligation. Agreements for the supply of goods or for the performance of activities by Altis are entered into:
- by written order confirmation by Altis; or
 - by the execution of the requested delivery and/or performance of activities by Altis.
- 2.2 Other verbal agreements are only binding on Altis if they have been confirmed by Altis in writing.
- 2.3 Altis reserves the right to charge the costs of making an offer to the Customer.
- 2.4 An offer is only binding if this is expressly stated on the offer and expires after 30 days from the offer date or so much shorter as stated on the offer.
- 2.5 Except to the extent that the parties differ from this in writing, the price of quotations does not include:
- (i) earthwork, pile driving, demolition, foundation work, masonry, carpentry, plastering, painting, wallpapering, repairs, or other construction work of any kind;
 - (ii) costs of connections to the main sewerage network, of gas or water or the electricity network, the levelling and cleaning of floors, walls or ceilings or the cleaning of items other than those to be supplied by Altis;
 - (iii) assistance in moving items that are not to be delivered to the Customer by Altis because of the agreement, as well as the hoisting or lifting equipment and hoists to be used for this purpose.

3. Content of the agreement

- 3.1 Samples or examples shown by Altis are indicative only.
- 3.2 The written order confirmation is leading in determining the content of the agreement between Altis and the Customer.
- 3.3 Altis is under no obligation to supply goods or perform work according to a specific recipe or specific prescription of the Customer and is free to choose the composition of goods and method of performance.
- 3.4 If the delivery of goods and/or performance of work has been agreed and determined according to size, weight or any other figure, a tolerance of 10% will apply. Differences within this tolerance will not be considered to be a shortcoming.

4. Prices

- 4.1 All prices and quotations are exclusive of VAT and exclusive of the costs to be borne by Customer under the agreement between the parties, unless indicated otherwise. Prices and quotations are based on execution during normal working hours. The agreed price is the amount stated in Altis' order confirmation or, if no order confirmation follows, the amount stated on the invoice.
- 4.2 Altis is entitled to charge the Customer for transport, travel and insurance costs.
- 4.3 Altis is entitled to charge the Customer in full or in part for increases in the cost price – including taxes, raw material prices, transport costs, exchange rates and insurance premiums imposed on the delivery or completion – that have arisen after the conclusion of the agreement and to increase the agreed price accordingly.
- 4.4 The previous paragraph applies accordingly in the event that the supplier changes its prices or other price-increasing circumstances occur as a result of which the agreement between Altis and the Customer can no longer reasonably be required to continue to exist without a price increase.
- 4.5 Unless otherwise stipulated in the agreement between Altis and the Customer, additions will be charged separately, unless the Customer can prove that the addition is due to Altis' fault. Omissions must be agreed in writing.

5. Payment

- 5.1 Payment by the Customer is made by invoice, within 30 days of its date. Altis is entitled to demand cash payment or security if the Customer's financial position gives reason to do so. The Customer is obligated to pay the invoice regardless of complaints or claims under the guarantee as referred to in Articles 9 and 10 below and cannot claim any discount.
- 5.2 The Customer is in no case entitled to set-off the invoice(s).
- 5.3 If the payment term is exceeded, the Customer is in default without any notice of default being required and owes interest on the outstanding amount of 1.5% a month or part thereof from the date of default. In this case the Customer is obligated to also pay extrajudicial collection costs, set at least at 15% of the amount of the unpaid invoices, excluding VAT with a minimum of €125 excluding VAT if the latter is higher.
- 5.4 If the Customer has agreed a payment schedule with Altis, if the Customer has been granted a deferral of payment, or in other cases where only the Customer has yet to perform, the entire amount yet to be paid by the Customer is immediately due and payable if the Customer is in default with respect to any obligation towards Altis.
- 5.5 If the Customer is a consumer, the interest rate is equal to the statutory interest rate for non-commercial transactions applicable at the time of default.

6. Transfer

- 6.1. The date of delivery or performance agreed or indicated by Altis is indicative. Exceeding an indicative date does not constitute default and does not entitle the Customer to termination or compensation for any loss suffered by it or

third parties. The Customer indemnifies Altis for claims by third parties in this respect.

- 6.2 Delivery, as well as partial delivery in case a work concerns a clearly defined part, takes place by:
- either written or oral notification by Altis to the Customer that the work or part of the work has been completed, followed by written or oral approval by the Customer;
 - or, a period of eight days has passed after written notification by Altis to the Customer that the work or part of the work has been completed, and the Customer has failed to inspect the work or has informed Altis that the work or part of the work has not been approved;
 - or, the Customer has put the work or part of the work into use, on the understanding that putting a part of the work into use means that this part is deemed to have been delivered;
- After delivery or completion, the Customer bears the risk of the items involved.
- 6.3 Altis is free to determine the way of transport and/or packaging of goods to be delivered.
- 6.4 If delivery or completion is offered by Altis but cannot be carried out due to a cause situated at or in the sphere of risk of the Customer, then after the first offer, the risk of the relevant goods passes to the Customer and Altis can claim payment. The same applies if the Customer refuses delivery or completion. Altis will keep the goods available for the Customer at itself – or at a third party designated by Altis – at the Customer's expense. Any loss resulting from this is borne by the Customer.
- 6.5 The transport of the goods to be delivered by Altis to the Customer is at the risk and expense of the Customer. If otherwise agreed, the provisions of Incoterms 2020 apply.

7. Execution

- 7.1 Unless otherwise agreed in writing, in respect of Altis' obligation to provide certain goods or certain services, the Customer must ensure that:
- (i) the location where the goods, materials or tools to be assembled are to be stored or delivered can be reached by a large truck on a navigable hard road and that transport of the goods, materials or tools from the truck to the location desired by the Customer is arranged at the Customer's expense;
 - (ii) the place where the goods, materials or tools to be assembled are to be stored and/or delivered is organised to prevent damage and theft as much as possible;
 - (iii) if winches and/or (construction) lifts are present on location which are necessary for the delivery of the goods or services by Altis, Altis can make use of these, at the expense of the Customer;
 - (iv) it will provide all cooperation necessary so that the activities of Altis are not subject to any unnecessary delays;
 - (v) sufficient storage and working space, as well as the necessary heating, electricity, water, and sanitary facilities are available on site without charge;
 - (vi) the floors or subfloors are free of lime, cement, and dirt residues, and are also free of loose parts. The Customer will make the floors or subfloors available to Altis level and broom clean, unless otherwise agreed in writing;
 - (vii) if third parties are working at the same location, this does not interfere with Altis' operations;
 - (viii) the business premises are closed to the public during the performance of the work by Altis, insofar as it concerns renovation work or renewal of the interior;
 - (ix) approved drawings and execution details are available in good time;
 - (x) there is normal humidity and temperature from the start of the work by Altis until its end;
- All additional costs resulting from the Customer's failure to comply, to comply on time or to comply properly with the obligations under this paragraph are borne by the Customer.
- 7.2 Altis may have all or parts of the work performed by a third party.

8. Retention of title

- 8.1 All products delivered by Altis remain the property of Altis until the moment of full payment of all that Altis can claim under the agreements entered into with Customer. This also includes interest, costs and claims due to Customer's failure to comply with any agreements entered into with Altis. Furthermore, ownership is not transferred to the Customer until it has paid in full all claims of Altis, also on account of other deliveries. The Customer is not authorised to invoke any right of retention with respect to the custody costs or to set off these costs against the performances it owes.
- 8.2 The Customer will properly insure the goods of which it has become the holder and which are still in Altis' possession under the previous paragraph, at the Customer's expense, against risks, including in any case fire, theft and (water) damage.
- 8.3 The Customer is not entitled to establish a (non-possessory) pledge on the delivered goods as long as Altis is still the owner of these goods.
- 8.4 If the Customer fails to comply with its – pecuniary or non-pecuniary – obligations towards Altis, Altis is entitled, without having to give notice of default to Customer, to take back the goods issued under retention of title or the new goods formed with these goods. The Customer authorises Altis to enter any place under the authority and control of the Customer to take back these goods.

9. Intellectual property

- 9.1 Altis retains the intellectual property rights to the designs, images, drawings, sketches, or other illustrations provided with the offer, agreement or at any other time. The charging of drawing costs does not imply a title for the transfer of an intellectual property right. Altis also retains all industrial property rights in respect of all goods and services provided by Altis.
- 9.2 The Customer guarantees that, without Altis' written consent, the designs, images, drawings, sketches, other illustrations provided by Altis as well as the industrial property rights belonging to Altis will not be copied, shown to third parties or used in any other way. The Customer forfeits a penalty of ten

per cent of the amount as stated on the quotation on the basis of which the illustrations were provided.

- 9.3 If the Customer does not accept the quotation or Altis' offer, the Customer will return the designs, images, drawings, sketches or other illustrations provided by Altis to Altis carriage paid within fourteen days of the rejection reaching Altis.

10. Suspension, right of pledge, retention

If as long as the Customer is in default of payment of any claim of Altis, Altis is entitled to suspend any further delivery of goods or performance of work until the Customer has complied with all its payment obligations. If the Customer is in default of payment, the Customer grants Altis a right of pledge and a right of retention in respect of all goods belonging to the Customer or third parties that Altis has in its possession for the benefit of or in connection with the delivery of goods or the performance of activities for that Customer, as a security for the payment by the Customer of all its payment obligations towards Altis. The right of suspension referred to in this article also applies if Altis has received clear indications of reduced creditworthiness of the Customer.

11. Acceptance, complaint regarding externally observable shortcomings

- 11.1 The Customer must check delivered items and work performed for visible shortcomings. Any complaints in this respect must be communicated to Altis in writing immediately after discovery, but in any case within seven working days of delivery or completion. If no complaint is made within the above period, the goods and activities are deemed to comply with the agreement.
- 11.2 The Customer must return to Altis the goods about which a justified complaint has been made. If the complaint is found to be justified, Altis needs to only supplement what is missing or to replace or repair the defect, the latter at the discretion of Altis.
- 11.3 A complaint by the Customer, whether justified or not, does not suspend the payment obligation of the Customer.

12. Guarantees

- 12.1 Altis only guarantees, for a period of one year from the date of delivery, the suitability to any extent whatsoever of the goods delivered or work performed for any use or purpose intended by the Customer, if the Customer has clearly and unambiguously made the following elements known to Altis:
- (i) the intensity of the use;
 - (ii) the degree of dimensional accuracy;
 - (iii) the nature of the use;
 - (iv) the climate control of the room in which the items are used;
- 12.2 Altis only guarantees the soundness of the goods delivered with respect to the properties and during application, as indicated in the product information accompanying the goods on the part of Altis and with due regard to the stipulations, conditions and regulations – including those concerning the best-before date – contained therein, in the event of use/application by the professional user or applicator.
- 12.3 The above guarantees only apply with respect to the installation of the delivered goods if Altis itself has taken care of the installation.
- 12.4 The Customer cannot invoke any guarantee if the complaint or shortcoming relates to the delivery and installation of glass, discolouration of wood and minor colour differences of other materials.
- 12.5 The Customer may only invoke any guarantee if the delivered goods have been handled carefully during transport to and during storage at the Customer's premises.
- 12.6 Claims under paragraphs 1 and 2 of this article must be reported to Altis in writing immediately after discovery, stating the reasons for the claim, on pain of forfeiture of the claims. If the claims of the Customer are deemed to be justified with respect to the above in this article, Altis only needs to supplement what is missing, or replace or repair imperfections, the latter at the discretion of Altis without any costs for the Customer.
- 12.7 The Customer cannot claim any guarantee under this article if the Customer has not performed its payment obligation under the agreement in time.

13. Liability

- 13.1 Altis is only liable for damage suffered by the Customer, which is the direct consequence of acts or omissions by Altis and which is not excluded from liability in the following article.
- 13.2 If Altis' liability arises from an agreement between the Customer and Altis, liability is limited to the invoice value belonging to that agreement.
- 13.3 In all other cases, liability is limited to the amount for which Altis is insured for the liability in question. If Altis is not insured, liability is limited to the amount for which companies comparable to Altis have usually insured themselves for that liability.

14. Exclusion of liability in the event of imperfect application

- 14.1 Without prejudice to the above in this article, Altis accepts no liability in respect of the Client or third parties on account of:
- (i) indirect loss or damage, including – but not limited to – consequential loss, loss of profit, missed savings and loss caused by delay, suffered by the Customer or third parties as a result of the delivery of goods or the performance of activities by Altis;
 - (ii) if Altis, the manufacturer, or the supplier cannot be blamed for the damage occurring;
 - (iii) infringement of patents, licences, or other rights of third parties as a result of the use of data provided to Altis by or on behalf of the Customer;
 - (iv) acts and omissions – including intent and wilful recklessness – of suppliers or subcontractors, their subordinates or other persons employed by or on behalf of such supplier or subcontractors;
 - (v) claims by the Customer or third parties due to the use by Altis of certain materials or following certain working methods, if the Customer has prescribed these materials and working methods to Altis;
 - (vi) other claims by the Customer or third parties related in any way to the delivery of goods or performance of work by Altis.
- 14.2 Altis accepts no liability nor is obliged to any performance towards the Customer or third parties:
- (i) in the event of the application of goods delivered or work performed contrary to the product information; or
 - (ii) in the event of incorrect, incompetent or faulty application of the items delivered or work performed irrespective of whether it is applied by a professional or a non-professional user.
- 14.3 The Customer indemnifies Altis for claims by third parties as referred to in this article.

15. Force majeure

- 15.1 If Altis fails to comply with the agreement as a result of a force majeure situation, the Customer may only terminate the agreement with Altis – without being entitled to compensation – if the force majeure situation has continued for more than six months and the failure concerns an essential part of the agreement.
- 15.2 Altis is entitled to terminate the agreement with immediate effect in the event of force majeure. Force majeure on the part of Altis means any circumstance as a result of which the shortcoming cannot be attributed to Altis, including in any case:
- (i) war or circumstances of war;
 - (ii) natural disasters, pandemics or epidemics; including restrictive governmental or public-law measures relating to this;
 - (iii) fire or other destruction in the factories or warehouses, lockouts, occupation, strikes, both in Altis' business and in the business of suppliers;
 - (iv) lack of means of transport, breakdown of machinery or tools or other breakdowns in the company of Altis or that of suppliers;
 - (v) restrictions or impediments to production or supply of raw materials and auxiliary materials;
 - (vi) restrictive governmental or public-law measures of any kind.

16. Cancellation

- 16.1 In case of full or partial cancellation by the Customer, Altis is entitled to compensation in the amount of 15% of the invoice value, or in the amount of 15% of the amount partially cancelled.
- 16.2 Cancellation is not possible if the order relates to goods or services made specifically to the Customer's wishes.

17. Termination

- 17.1 Without prejudice to any differing arrangements in these terms and conditions, each party has the right to terminate the agreement in writing if the other party fails to comply with one or more provisions of the agreement and is in default.
- 17.2 Altis is entitled, without further notice of default, to terminate the agreement, or the part of the agreement still to be performed, if:
- (i) the Customer is declared bankrupt, or the Customer has been granted a suspension of payments;
 - (ii) the Customer is admitted to the debt restructuring scheme;
 - (iii) the Customer is deceased;
 - (iv) the Customer has otherwise lost the disposal of his assets;
- without prejudice to Altis' right to compensation for its losses.
- 17.3 Altis is entitled to terminate the agreement without further notice of default by the mere written declaration if the Customer does not take delivery within a period of 10 days after having been reminded to do so by Altis by registered letter, without prejudice to its right to demand payment of the agreed contract price from the Customer. Altis is then entitled to compensation for storage costs and other losses resulting from the termination of the agreement.
- 17.4 The Customer cannot terminate the contract if the reason for termination is Altis' inability to perform, and performance is possible in a comparable manner. In the case of a consumer, the contract must remain substantially the same. In any event, the termination does not extend to more than the part that cannot be performed.

18. Choice of law, forum

- 18.1 All agreements with the Customer are governed by Dutch law. The provisions of the: United Nations Convention on the International Sale of Goods (CISG) or of national legislation implementing this Convention, are excluded from application to agreements between Altis and the Customer.
- 18.2 Disputes arising from any agreements with the Customer or arising in connection with their performance are submitted for decision to the Noord-Nederland District Court, seated in Leeuwarden. The latter does not affect Altis' right to bring proceedings against the Customer before the court of the Customer's place of residence. In the event the Customer is a consumer and opposes the forum chosen in this paragraph, the Customer has one month after Altis has notified the Customer of its choice of forum, to oppose this choice of forum.