

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF DELIVERY of private limited company "TUINDECO INTERNATIONAL B.V." registered in Coevorden

DEFINITIONS AND APPLICABILITY

- 1.1. Tuindeco: the private limited "company Tuindeco International B.V., with registered office and place of business at Europark Allee 1 in Coevorden .
- 1.2. Client: the party who purchases products from Tuindeco.
- 1.3. All deliveries are deemed to have taken place at Tuindeco's registered office. All payments to Tuindeco must be made to the bank account number provided by Tuindeco and addressed to Europark Allee 1 in Coevorden, the Netherlands.
- 1.4. These terms and conditions apply to all Tuindeco's offers and quotations and all agreements concluded between Tuindeco and the Client. The applicability of the Client's terms and conditions is expressly rejected. If one or more provisions of these terms and conditions are found to be invalid or are voided, the remaining provisions will remain fully applicable.
- 1.5. All agreements are entered into under the condition that the Client is sufficiently creditworthy, at Tuindeco's discretion.
- 1.6. Tuindeco is entitled to demand an additional payment or some other security from the Client before, while or after entering into an agreement or before executing or continuing to execute the agreement.
- 1.7. Tuindeco is always entitled to have products wholly or partially delivered by one or more third parties.
- 1.8. Tuindeco is authorised to revise these terms and conditions unilaterally at all times. Tuindeco will notify the Client of the amended terms and conditions by sending them to the Client. The terms and conditions sent to the Client apply to all orders placed by the Client thereafter.

QUOTES

- 2.1. Quotations are non-binding unless expressly agreed otherwise. Quotes can be withdrawn entirely at Tuindeco's discretion, regardless of whether they are subject to an acceptance period. A quote is only binding for Tuindeco once the Client has accepted it unconditionally and Tuindeco has confirmed the agreement to the Client with an order confirmation or by other means.
- 2.2. Without prejudice to the provisions of 2.1, in the case of composite quotes or quotes concerning multiple items, services or work, there is no obligation to perform part of the quoted price for only a corresponding part of the price quoted for the whole.
- 2.3. If, after a quotation is requested, the order is not placed, the calculation costs may be charged to the requesting party.
- 2.4. A quotation is only binding after Tuindeco has confirmed it in writing or begun to execute it.
- 2.5. If and insofar as Tuindeco has shown items, materials, models or samples to the Client, these will only serve as examples or indications, without the items ultimately to be delivered having to correspond to them. Photographs, images and descriptions given in price lists, catalogues, etc., are also merely examples or indications. Tuindeco is not bound by mistakes in offers, price lists, catalogues, etc., nor is it liable for any resulting damage.
- 2.6. All photos, images, drawings, etc., used by Tuindeco in offers, price lists, catalogues, etc., may only be used by Tuindeco. The provision of any photographs, images, drawings, etc., by Tuindeco to the customer is for presentation, example or indication and does not constitute the whole or partial surrender of Tuindeco's exclusive rights to those photographs, images, drawings, etc.

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CHANGES TO THE ORDER

3.1. Tuindeco is not obliged to make any changes to the execution of an order after it has been confirmed. If changes requested by the Client are communicated verbally or by telephone, the Client will be solely responsible for any errors in implementing the changes. Costs or price increases caused by changes of any nature to the original order will be charged to the Client.

THE CLIENT'S PROPERTY

4.1. Tuindeco will treat any property entrusted to it by the Client for safekeeping, use, treatment, or processing, with the same care as it would its own property.

4.2. Without prejudice to the provisions of the preceding paragraph and elsewhere in these terms and conditions, the Client retains all risk relating to said property. If the Client wishes to have said risk covered, it must take out adequate insurance.

TRANSPORT; RISKS

5.1. Items purchased or ordered by the Client are at the Client's risk from the moment they leave Tuindeco's storage facility for transport or are otherwise transported to the Client, even if Tuindeco facilitates the transport with its own means or through a third party.

5.2. The risk related to the goods delivered or to be delivered to the Client by Tuindeco will be borne by the Client as soon as they are held in or at Tuindeco's storage space on behalf of the Client.

5.3. If the Client wishes to have the aforementioned risk covered, they must ensure that it is adequately insured.

5.4. The Client's acceptance of the goods without making a note on the consignment slip or receipt will be considered proof that the goods have been delivered in good condition and sufficient quantity. If the Client discovers damage to goods delivered by or on behalf of Tuindeco, the Client must inform Tuindeco immediately or within 24 hours of delivery at the latest. Tuindeco will not accept damage claims submitted later than 24 hours after delivery. Tuindeco cannot be held liable for any delay in delivery unless it is responsible for the delay.

ACCEPTANCE, DELIVERY, DELIVERY PERIOD

6.1. Unless otherwise agreed, the Client is obliged to accept the executed order immediately after it has been completed or made available to them. If, due to non-acceptance, the order must be wholly or partially transported or stored again after it has been completed or become available, the Client is obliged to pay the associated transport and storage costs charged by Tuindeco.

6.2. If delivery in lots within a predetermined time is agreed upon and the Client does not take up the agreed amount within the agreed time or—if no specific time is agreed upon—the Client does not take up the total agreed amount within six months after the first delivery, Tuindeco is entitled, at its discretion, to deliver the remainder and invoice in the usual manner, or to cancel the remainder of the order, without prejudice to Tuindeco's right to compensation as determined under "Cancellations".

6.3. The delivery period stated by Tuindeco to the customer is approximate and can never be considered a firm deadline unless Tuindeco management has explicitly confirmed the opposite in writing. Tuindeco refuses any liability for exceeding agreed delivery times.

DELAY BY THE CLIENT

7.1. If the delivery of the work or goods is delayed by the Client or by circumstances that are or should be at the Client's expense and risk, Tuindeco may send the Client an invoice for a portion of the total quoted price in proportion to the finished or delivered work and for the costs already incurred for the entire order.

PAYMENT

- 8.1. Payment must be made without offsetting or compensation, suspension or deduction of any discount, and always within fourteen days of the invoice date.
- 8.2. Tuindeco is entitled to request sufficient security for payment before delivering the goods and to cease the completion and delivery of the ordered goods if the Client does not provide this security on time.
- 8.3. If Tuindeco has to store goods for the Client and deliver them on demand, Tuindeco is entitled to charge an advance payment of at least 30% of the total purchase price of the goods ready for delivery.
- 8.4. In the event of late payment of any invoice amount, the Client must pay Tuindeco the default interest as referred to in Art. 6:119a of the Dutch Civil Code. This interest will be due without requiring Tuindeco to send interest invoices and without the Client being declared in default.
- 8.5. When delivering goods in lots, Tuindeco is entitled to send an invoice for each delivery made.
- 8.6. Complaints about delivered goods never entitle the Client to suspend payment.
- 8.7. The Client is considered to be in default by the expiry of the payment term. Upon expiry of the payment term, Tuindeco has the right to forward its claim to a lawyer, bailiff or collection agency.
- 8.8. Any judicial and extrajudicial costs relating to the recovery of the amount not paid on time by the Client will be entirely at the Client's expense and amount to 15% of the unpaid amount, with a minimum of €125.

COMPLAINTS

- 9.1. Any complaints must be made in writing within two days of delivery of the goods. If the Client has not examined the delivered goods properly within two days, it is deemed to have approved the delivery. Under no circumstances can the Client enforce any claim against Tuindeco after treating or processing the delivered goods or having them treated or processed, transporting them or having them transported from the place of delivery, or selling them on to third parties.
- 9.2. Defects in part of the delivery do not entitle the Client to reject the entire delivery.
- 9.3. Tuindeco retains the right to replace faulty work with good work and faulty goods with sound goods, without the Client being able to claim compensation for the faults or Tuindeco's delayed performance in that case.
- 9.4. If the Client has not commented on the calculated price within eight days of receipt of the invoice, they will be deemed to have approved the price.
- 9.5. Complaints arising from careless handling of the delivered goods by the Client rule out any right of complaint and void any guarantee.
- 9.6. Discolouration of goods generally considered acceptable in commercial usage will never entitle the Client to replacement or compensation.

DEVIATIONS

- 10.1. Natural products are also subject to weathering after delivery and processing; such effects, including cracks, tears and discolouration, do not mean that the goods delivered are not in accordance with the agreement.
- 10.2. Slight deviations in quality, colour, hardness, smoothness, thickness, etc., do not constitute cause for rejection. An average should be taken from the delivery when assessing whether a delivery has deviated beyond permissible limits.
- 10.3. Minor changes (e.g., minor model changes) of or to goods delivered by Tuindeco do not constitute cause for rejection.

RETENTION OF TITLE

11.1. All processed or unprocessed goods delivered or to be delivered by Tuindeco to the Client remain the exclusive property of Tuindeco until all claims that Tuindeco has or will have against the Client, including, in any case, those referred to in Article 3:92 of the Dutch Civil Code, have been paid in full.

11.2. As long as the ownership of the goods has not been transferred to the Client, the Client may not pledge the goods or grant third parties any other right thereto, except within the normal operations of their business. At Tuindeco's first request, the Client undertakes to cooperate to establish a right of pledge on the claims that the Client obtains or will obtain on its customers through the resale of goods.

11.3. The Client is obliged to keep the delivered goods under retention of title with the necessary care and recognisable as the property of Tuindeco.

11.4. Tuindeco is entitled to take back any goods delivered under retention of title that the Client still holds if the Client defaults on its payment obligations. The Client grants Tuindeco free access to its grounds and buildings at all times to inspect the goods and exercise its rights as seller and supplier.

11.5. If delivery takes place in the context of work to be carried out, the goods will remain Tuindeco's property until the Client has paid everything owed to Tuindeco in connection with the work. Default by Tuindeco does not result in the transfer of property rights to the Client as long as the Client has not fulfilled all its obligations.

11.6. The stipulations included in 11.1 to 11.5 do not affect Tuindeco's other rights.

CANCELLATION

12.1. If the Client cancels an order confirmed by Tuindeco, the Client is obliged to compensate Tuindeco for any resulting loss. Without prejudice to Tuindeco's right to full compensation, the Client will owe Tuindeco 30% of the amount that could have been charged under the agreement for delivery, services or work. In the case of specially ordered or custom-made items, Tuindeco is entitled to charge the entire order amount.

FORCE MAJEURE

13.1. Tuindeco is not obliged to fulfil any obligation if it is prevented from doing so due to force majeure. In addition to the definition in law and jurisprudence, force majeure is understood to include war and the threat of war, full or partial mobilisation, import and export bans, government measures that make the execution of the agreement more difficult or costly than could have been foreseen when the agreement was concluded, riots, strikes, transport difficulties, fire or any other serious business disruption for Tuindeco or one or more of its suppliers or subcontractors or with the general public utilities, storm damage and natural disasters, hindrance from third parties, non-delivery or late delivery of items by Tuindeco's suppliers, restrictive measures imposed by any government, accidents in Tuindeco's business or resources or third-party means of transport, even if these causes were foreseeable at the time the agreement was concluded.

13.2. A case of force majeure affecting Tuindeco does not entitle the Client to suspend its obligation to Tuindeco, set off, dissolve the agreement, or claim compensation.

13.3. In the event of force majeure, Tuindeco will immediately notify the Client, who will be entitled to cancel the issued order within eight days of receiving notice from Tuindeco, albeit under the obligation to accept and reimburse Tuindeco for the already-executed portion of the order.

PRICES

14.1. Unless otherwise specified, prices in quotations, price lists, etc., do not include VAT or the costs of storage, transport and packaging.

14.2. The prices in Tuindeco's offers and quotations are non-binding and can be changed by Tuindeco without prior notice. This could be the case if, for example, purchasing rates, wages or other costs increase after the offer or quotation is made. Tuindeco is also authorised to change prices for orders or backorders that have already been placed.

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WARRANTY AND LIABILITY

15.1. Tuindeco only provides the warranty it obtains from its suppliers on all items it delivers.

15.2. Tuindeco's liability under any agreement is limited to fulfilling the obligations arising directly from that agreement, such as the completion of any goods, transfer, delivery, treatment or processing, or any other execution of the agreement. Tuindeco is not liable for loss of profits or other indirect losses suffered by the Client.

15.3. In any event, Tuindeco's liability is limited to that which falls under, and the extent of, the coverage provided by its liability insurance.

15.4. Without prejudice to the stipulations in these conditions, Tuindeco is not liable for costs, damages and interests that may arise as a direct or indirect result of:

(i) infringement of patents, models, copyrights and other industrial property and licenses, or other third party rights such as designs and protective processes, when Tuindeco executes the agreement in accordance with the information provided by or on behalf of the Client; (ii) defects—within the meaning of product liability legislation—in goods delivered by Tuindeco or processed for the Client, which Tuindeco has not put into circulation; (iii) acts or omissions by the Client, its subordinate(s), or any other third party, employed by or on behalf of the Client or acting as its agent; (v) the use of inferior or unsuitable materials for the execution of the agreement, if the inferiority or unsuitability and the lack of awareness thereof are not attributable to Tuindeco; or (vi) any action by Tuindeco, its subordinates or other persons called in to execute the agreement, unless in the case of intent or gross negligence on the part of Tuindeco.

SUSPENSION AND DISSOLUTION

16.1. If the Client (i) is declared bankrupt or a request to that effect is filed with the court, (ii) is granted or applies for suspension of payment, or (iii) discontinues or liquidates its business, Tuindeco is entitled to suspend fulfilment of all its obligations towards the Client and to wholly or partially dissolve the agreement with the Client without any notice of default or judicial intervention, all this without prejudice to Tuindeco's other rights under the agreement or the law.

SCOPE OF TERMS OF DELIVERY

17.1. If the Client confirmation contains conditions contrary to Tuindeco's delivery terms, Tuindeco will reject the deviating stipulations. Tuindeco's terms and conditions will prevail.

GOVERNING LAW AND DISPUTES

18.1. All agreements between Tuindeco and the Client are governed by Dutch law.

18.2. Any disputes between Tuindeco and the Client will be subject to the judgment of the competent court of the Northern Netherlands, in Assen.

Deposited with the Chamber of Commerce in Groningen, 14 March 2022