

The following general terms and conditions of delivery apply to all Products and/or Services to be supplied by the Seller:

1. DEFINITIONS

The following definitions apply to our general terms and conditions of delivery:

Offer

any offer from the Seller to a Customer in connection with Products and/or Services, in any form and in any way whatsoever;

From factory:

translation Ex Works, in accordance with Incoterms 2020;

Customer

any (legal) person to whom the Seller makes an Offer or with whom the Seller enters into or has entered into an Agreement;

Article

an article of these Terms and Conditions of Delivery;

GDPR

General Data Protection Regulation;

Employ

a service offered and delivered by the Seller, other than the realization of a work or the delivery of a Product;

Delivery

the delivery by the Seller of Products and/or Services;

Terms of delivery

these general terms and conditions of delivery;

Agreement

the transaction in which the Seller and the Customer have agreed to the Delivery of Products and/or Services by the Seller to the Customer in accordance with the provisions of the Terms of Delivery and at a price set by the Seller and the Customer in the Agreement;

Product

a product offered and delivered by the Seller;

Recall

the recall and removal of Products delivered by the Seller to the Customer that have an abnormality identified by the Seller or the manufacturer of the Products, which relates to the quality, safety and (processing) of the Products;

Seller

the private limited liability company Nova Vitro B.V. established and with offices at 5051 DS Goirle aa de Edisonstraat 21, registered in the Trade Register of the Chamber of Commerce under number 85632791

2. APPLICABILITY TERMS OF DELIVERY

2.1 These Terms of Delivery apply to all Offers from the Seller to a (potential) Customer, to all Agreements that the Seller concludes with its Customers and to all Deliveries from the Seller to the Customer. By making an Offer, concluding an Agreement, or delivering Products and/or Services, the Customer accepts the applicability of the Terms of Delivery.

2.2 All Deliveries from Seller to Customer are governed by the provisions of the Agreement, including these Terms of Delivery.

2.3 The applicability of general terms and conditions and/or other terms and conditions of the Customer is not accepted by the Seller and is expressly rejected.

2.4 If the Terms of Delivery apply to any Offer, Agreement or

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Delivery by the Seller to the Customer, then they, or at least the most recent version of those Terms of Delivery, also apply without further explanation to any other Offer, Agreement or Delivery by the Seller to Customer.

2.5 In the event of a conflict between what has been separately agreed in writing between the parties and these Terms of Delivery, what has been separately agreed in writing will prevail.

2.6 With regard to the interpretation of international trade terms, the 'Incoterms' as established by the International Chamber of Commerce in Paris (I.C.C.) apply. The Dutch text of these conditions is binding.

3. OFFER AND AGREEMENT

3.1 All Offers from the Seller are without obligation and are made on the basis of the prices and specifications applicable at the time of the Offer, subject to typographical errors and changes. Offers are based on Delivery under normal circumstances during normal working hours

3.2 If a non-binding offer is accepted by the Customer, the Seller has the right to revoke the offer within fourteen (14) days of receipt of the acceptance without giving reasons.

3.3 Seller reserves the right to make changes to its Products and/or Services, depicted and described on its website and in its catalogue, brochures and other promotional materials.

3.4 If the Seller is requested to make an offer to the Customer, but no Agreement is concluded on this basis, the Seller is entitled to charge the Customer for the costs involved in making the offer.

3.5 The Agreement between Seller and Customer is concluded when:

- a) the parties sign the Agreement, or;
- b) The Customer has agreed to an Offer from the Seller; then yes;
- c) The Seller has already started its (preparatory) work and the implementation of the Agreement.

3.6 By entering into the Agreement, the Customer guarantees that it is sufficiently creditworthy to fulfill its obligations. In this context, the Seller is authorized to obtain information from third parties regarding the creditworthiness of the Customer. The Seller is entitled to attach conditions to entering into an Agreement with the Customer, which may include: (full or partial) advance payment or other different payment modalities, to which the Customer agrees in advance.

3.7 (Oral) agreements made before or after the conclusion of the Agreement, whether or not made by subordinates of the Seller, only bind the Seller after they have been confirmed in writing by the Seller to the Customer.

3.8 The Seller is authorized to engage third parties for the execution of the Agreement.

3.9 Seller reserves the right to cancel the Delivery by written notice to the Customer, provided that the cancellation is announced thirty (30) working days before the Delivery. In the event that the Seller invokes cancellation, it will not owe any amount of compensation to the Customer.

3.10 If the Agreement is entered into by two or more Customers, they are each jointly and severally liable for the proper fulfillment of what is stipulated in the Agreement and this therefore also applies to the payment obligation for the Customers arising from the Agreement.

4. DATA

4.1 The Customer guarantees the accuracy, topicality, completeness and reliability of the data and information provided by or on behalf of it to the Seller.

4.2 The Customer provides the Seller with all information about the purpose for which the Products and/or Services will be used, about the circumstances to which those Products and/or Services are exposed, about the method of processing and further all information and other data of which the Customer can reasonably understand that these are necessary for the execution of the Agreement.

4.3 If information necessary for the execution of the Agreement is not made available to the Seller, not in a timely manner or not in accordance with the agreements, the Seller has the right to charge the costs incurred as a result and to suspend the execution of the Agreement.

4.4 If the Seller shows a model, sample or demo, this is only as an indication. The Products and/or Services to be delivered may differ from the model, sample or demo and no rights can be derived from this.

4.5 The models, images, numbers, sizes, weights or descriptions included in the catalogues, offers, advertisements and/or price list are only shown as an indication and no rights can be derived from them.

4.6 The information and advice stated on the website and in other communications from the Seller is based on the use and/or processing of the Products and/or Services in accordance with generally applicable craftsmanship and under normal circumstances, depending on the circumstances of the case.

4.7 The information and advice provided by the Seller is of a general and indicative nature and does not bind the Seller.

4.8 The information provided by the Seller, which includes: prices and specifications, is subject to typographical errors and changes.

4.9 If the Seller has to initiate a Recall with regard to Products delivered to the Customer, the Customer will provide all reasonably necessary cooperation to the Seller and do everything that the Seller requests to carry out such a Recall.

5. PRICES, BILLING AND PAYMENT

5.1 The prices and quotations of the Seller are leading, subject to any price changes.

5.2 The Seller's prices are (in principle, as deviations can be made by agreement):

a) based on purchase prices, wages, wage costs, social and government charges, freight, insurance premiums and other costs at the time of the date of Offer or conclusion of the Agreement;

b) excluding VAT;

c) in Euro (any exchange rate changes will be charged).

5.3 If after the conclusion of the Agreement, but before its (partial or otherwise) execution, price increases occur in Seller's cost factors, including changes in material and raw material prices, transport prices, exchange rates and currencies, Seller is entitled to increase the price due increase a proportionate percentage.

5.4 The Customer cannot derive any rights from discounts provided by the Seller in the past.

5.5 Invoicing takes place in the manner indicated by the Seller.

5.6 Unless otherwise agreed in writing, payments to the Seller

must be made within fourteen (14) days of the invoice date. Failure by the Customer to purchase the Products and/or Services or to make a complaint does not affect the payment obligation.

5.7 All payments from the Customer to the Seller are designated in order of due date to settle (1) costs, (2) interest and (3) principal amounts.

5.8 If payment by the Customer is not made within the specified period, the Customer is automatically in default and must pay the Seller an interest compensation equal to the statutory commercial interest as determined in Article 6:119a of the Dutch Civil Code and all extrajudicial costs incurred in collecting the claim, to come, which extrajudicial decision charges are set at a minimum of 15% of the amount due, including interest, with a minimum amount of . €250.00.

5.9 In the event that the Customer does not meet its payment obligations, due to unwillingness to pay or powerlessness, the Seller is entitled to suspend Delivery or terminate the Agreement, without prejudice to the Seller's right to full compensation. If a claim is disputed, the Customer is not entitled to suspend its payment obligations to the Seller.

5.10 The Seller is at all times entitled, before delivering or continuing with delivery, to require advance payment or security for the fulfillment of the Customer's payment obligations, at its discretion.

5.11 If there are partial deliveries, the Seller is entitled to invoice these partial deliveries separately.

5.12 Other than the Customer, the Seller is entitled to offset all claims that it or an affiliated company has on the Customer at any time, without further permission, against all claims of the Customer against it or an affiliated company.

5.13 The Customer is prohibited from assigning, pledging or transferring ownership under any title whatsoever to any third party arising from the Agreement against the Seller without the prior written consent of the Seller. Transferability of the aforementioned claim is excluded as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

6. DELIVERY TIME

6.1 The delivery time stated by the Seller is always approximate, unless expressly agreed otherwise in writing. The seller will respect the delivery time as much as possible, but there is no strict deadline under Article 6:83 sub a of the Dutch Civil Code.

6.2 Exceeding the delivery time will not entail any default or liability on the part of the Seller. In the event of a delay in delivery, the Seller will immediately notify the Customer and inform him of the new delivery time.

6.3 The delivery time starts on the later of the following times:

a) the day of conclusion of the Agreement;

b) the day of receipt by the Seller of the information necessary for the execution of the Agreement (documents, data and the like);

c) the day of receipt by the Seller of any amounts that may have to be paid in advance by the Customer in accordance with the Agreement.

6.4 If the delivery period is expressed in days, a day is defined as a working day, other than a rest day (Saturday or Sunday) or national holiday.

6.5 Delivery takes place as standard ex works at a location to be designated by the Seller, unless otherwise agreed in writing.

7. STANDARD DELIVERY

7.1 The moment at which the Products are made available to the Customer Ex-works is deemed to be the moment of Delivery and the moment at which the risk with regard to the Products passes from the Seller to the Customer. This applies in full if the Customer refuses or neglects to accept the Delivery. At the time of Delivery, the Customer must check the Products for quantities, specifications and any defects and report this immediately in writing, failing which complaints in this regard will no longer be processed.

7.2 If the Products have not been purchased by the Customer after the delivery period has expired, the Products will be stored for it, but at its risk. The Seller is entitled to charge storage costs to the Customer. The Seller will not make the Products available to the Customer until the full purchase price, additional costs of transport and storage have been paid by the Customer.

7.3 An invoice, waybill, delivery note or similar document provided upon Delivery of the Products serves as proof of the Delivery of the Products stated on it.

7.4 The Seller is permitted to deliver Products that form part of the Agreement in parts (partial deliveries).

8. DELIVERY BY DELIVERY

8.1 Delivery by delivery to an address to be designated by the Customer, notwithstanding the previous Article, will only take place if the parties have reached agreement on the associated conditions prior to concluding the Agreement.

8.2 The method of packaging, transport, shipping and the like will be determined by the Seller if no further instructions have been provided by the Customer to the Seller, but without the Seller - except for its legal obligation to pay compensation - accepting any liability in this regard.

8.3 The delivery address designated by the Customer must be easily accessible via the public paved road. There should be no transport restrictions on this road. The Customer must be present upon delivery to personally receive the Products. If delivery of the Products to the delivery address designated by the Customer, in the opinion of Verk operator or a carrier designated by it is not possible, the Products will be unloaded on the sidewalk or an available parking space in the immediate vicinity of the truck or van. In that case, the Customer is responsible for moving the Products to the delivery address. The seller accepts no liability in this regard. If delivery in the immediate vicinity of the delivery address designated by the Customer is also not possible in the opinion of the Seller or a carrier designated by it, a new delivery appointment will be scheduled. All additional costs incurred by the Seller and/or a carrier engaged by it are borne by the Customer.

8.4 In the event of delivery by the Seller or a carrier designated by it, the risk of the Products passes to the Customer at the time of delivery. This applies in full if delivery is unsuccessful. At the time of delivery, the Customer must check the Products for quantities, specifications and any defects (including transport damage) and report this immediately in writing, failing which complaints in this regard will no longer be processed.

8.5 An invoice, waybill, delivery note or similar document provided upon delivery of the Products serves as proof of the delivery of the Products stated on it.

8.6 The Seller is permitted to deliver Products that form part of the Agreement in parts (partial deliveries).

9. RESERVATION OF TITLE

9.1 All Products supplied by the Seller, whether processed or unprocessed, remain the property of the Seller until the Customer has fulfilled all obligations under the Agreement.

9.2 The Customer is not authorized to sell, pledge or otherwise encumber the Products subject to the retention of title.

9.3 If third parties seize the Products delivered under retention of title or wish to establish or assert rights thereto, the Customer is obliged to inform the Seller of this as soon as possible.

9.4 The Customer is obliged to store the Products delivered under retention of title with due care and as recognizable property of the Seller.

9.5 As long as the Customer has Products in its possession on which the Seller can exercise its retention of title, the Customer is obliged to hand over the Products to the Seller at the first request of the Seller, without judicial intervention being required. The Seller and its employees are then entitled to enter the Customer's premises to acquire actual possession of the delivered Products - at the Customer's expense.

9.6 The Customer undertakes to insure the interests of the Seller in connection with the retention of title. The Customer undertakes to compensate this interest in the event of a calamity and to assign its claim against its insurers to the Seller upon first request. At the first request of the Seller, the Customer will provide a statement of the insurance company(ies) involved and the insurance conditions.

9.7 The Customer has no right of retention towards the Seller on the Products delivered by the Seller.

10. DEFECTS AND COMPLAINTS

10.1 The Seller guarantees the soundness of the Products and/or Services it supplies in accordance with what the Customer can reasonably expect on the basis of the Agreement.

10.2 If and insofar as the Seller issues a guarantee to the Customer, this will be done expressly by providing the relevant documents, including guarantee conditions. As such, no guarantee is provided in these Terms of Delivery.

10.3 The Customer is obliged to check the conformity of the Products and/or Services originating from the Seller immediately upon delivery. A complaint regarding quantities and transport damage must be noted immediately on the invoice, waybill, delivery note or similar document provided, failing which the aforementioned documents will provide compelling evidence against the Customer.

10.4 Without prejudice to the provisions elsewhere in these Terms and Conditions of Delivery, complaints from the Customer regarding non-compliance with the Agreement, which should also be understood to include any warranty agreement, with regard to the Products and/or Services supplied by the Seller will only be processed by the Seller if and for provided these complaints have been submitted to the Seller in writing within a reasonable time, stating the nature of the defect. A period of ten (10) days after Delivery applies as a reasonable time. Complaints

about hidden defects of the delivered Products and/or Services must be submitted to the Seller in writing within eight (8) days after the buyer has discovered the defect, stating the nature of the defect. In the absence of timely complaints, any claim against the Seller will lapse.

10.5 Complaints regarding incorrect quantities, volumes and/or product types ordered by the Customer will be resolved not accepted by Seller.

10.6 Complaints will not be processed further if:

- a) there are minor deviations in quality, quantity, material, size, color and other deviations that are considered acceptable in the industry;
- b) floors have been treated incorrectly, including - but not limited to - cleaning with aggressive agents, excessive loading and/or frequent processing with sharp objects such as walking on with stiletto heels;
- c) the causes of complaints are attributable to the underlying construction or screed floor for whatever reason, as the buyer accepts no liability for cracks caused by the direct and/or indirect action of the underlying floors and/or the action of the surrounding areas, wall constructions;
- d) floors have been put into use too quickly without allowing sufficient time for sufficient hardening;
- e) there are minor color differences in the applied surfaces, irregularities appear which are the result of deviations in the substrate, or which are the result of manual application of the material;
- f) there are defects that are the result of normal wear and tear, careless use, accidents and/or external influences, nor to items that have been modified and/or repaired by the buyer or third parties.
- g) there is a deviation from an image in the Seller's catalogue, brochures and other promotional material;
- h) repair, processing by the Customer or third parties;
- i) exposure to abnormal conditions, or otherwise careless behavior, or handling or maintaining contrary to the Seller's instructions;
- j) failure of the Customer or third parties to act in accordance with the documentation, instructions, manuals, etc. issued by the Seller;

10.7 After timely receipt of the complaint, in the manner described in Article 10.4, the Seller will enter into discussions with the Customer as soon as possible, after which the Customer will, if desired, grant the Seller the opportunity to inspect the Products and/or Services. The Customer is obliged to keep the Products and/or Services about which the complaint has been complained at the disposal of the Seller, under penalty of forfeiture of any right of the Customer.

10.8 If the Seller rejects the Customer's complaint, it will inform the Customer as soon as possible. She may then charge the costs of the investigation from the previous paragraph to the Customer.

10.9 If a complaint proves to be justified, the basic principle is that the Seller will repair or replace the Products within a reasonable period. Only if repair or replacement is not possible, or cannot be required of the Seller, will the Seller proceed with (partial) crediting.

10.10 The Customer is not permitted to remedy the defect on its own initiative and/or by a party of its own choosing, on penalty of forfeiture of any rights of the Customer.

10.11 Complaints about the calculated prices and other

complaints about invoices must be submitted in writing to the Seller within a reasonable period of no more than eight (8) days after the invoice date, stating a description of the nature of the complaint. Complaints submitted later regarding the calculated prices and invoices will not be accepted.

10.12 A successful complaint, including a justified claim under warranty, will never result in any further right than that of repair, replacement or (partial) credit as stated in previous paragraphs. Such a warranty claim will not lead to any liability on the part of the Seller for and/or its obligation to compensate any direct or indirect damage suffered, unless there is intent or deliberate recklessness on the part of the Seller.

10.13 Any defects regarding part of the delivered Products do not give the Customer the right to reject or refuse the entire batch of delivered Products.

10.14 After discovering a defect in a Product, the Customer is obliged to do everything that prevents or limits damage, expressly including any immediate cessation of use and processing.

10.15 All rights of action of the Customer against the Seller expire after twelve (12) months, starting from the day on which the Customer became aware or could reasonably have been aware of this right of action against the Seller.

11. CANCELLATION AND INDEMNIFICATION

11.1 The Customer may not cancel an Agreement concluded with the Seller. If the Customer nevertheless cancels an Agreement concluded with the Seller in whole or in part, he is obliged to reimburse the Seller for all costs reasonably incurred with a view to the execution of this Agreement, the Seller's work and the loss of profit by the Seller, plus VAT. reimburse.

12. SUSPENSION AND DISSOLUTION

12.1 The Seller is entitled to terminate the Agreement in whole or in part with immediate effect without judicial intervention, in writing to dissolve or suspend without being liable for damages, and without prejudice to the Seller's right to demand performance instead of dissolution or suspension, and without prejudice to its right to compensation, if:

- a) the Customer fails to fulfill its obligations and such failure has not been remedied within ten (10) days after the date of dispatch of the notice of default;
- b) after concluding the Agreement, the Seller becomes aware of circumstances that give good reason to fear that the Customer will not be able to fulfill the obligations under the Agreement;
- c) the Customer applies for a suspension of payments or is granted a suspension of payments;
- d) bankruptcy of the Customer has been filed or the Customer has been declared bankrupt;
- e) the Customer applies for admission to the Debt Restructuring of Natural Persons Act (WSNP) or is granted admission to the WSNP;
- f) a significant part of the Customer's assets is seized;
- g) the Customer ceases, liquidates or dissolves its business;
- h) there is a transfer of legal or actual control in the Customer's company (change of control).

12.2 If the Seller terminates or suspends the Agreement on the basis of this article, any claim of the Seller against the Customer is immediately due and payable.

13. NON-ATIGNABLE SHORTCOMING (FORCE MAJEURE)

13.1 In the event of force majeure, the Seller has the right to suspend the execution of the agreement or to dissolve the agreement in whole or in part without judicial intervention, without the Customer being able to assert any right to compensation.

13.2 Circumstances that result in force majeure include in any case: restrictive government measures of any nature, fire, (government measures as a result of) pandemics, mobilization, war, revolution, strike, riots, seizure, interruption of production, lack of raw materials and/ or semi-finished products and auxiliary materials and/or energy, natural disasters, transport disruptions, full or partial default on the part of suppliers and any circumstance that is not the responsibility of the Seller under law, legal act or prevailing traffic views, as is not the case for the Seller foreseeable or beyond its control.

13.3 If a case of force majeure occurs, the Seller will immediately inform the Customer of this.

14. LIABILITY

14.1 The Seller is only liable for damage that is directly and exclusively the result of intent or gross negligence on the part of the Seller. The Seller's liability is limited to the amount of the net invoice value (excluding VAT) of the relevant Agreement or, if partial deliveries have been agreed, the net invoice value (excluding VAT) of the partial delivery to which the damaging event relates. In any case, the Seller's liability never extends beyond the amount for which the Seller has insured itself.

14.2 The Seller is not liable for indirect damage, which expressly but not exclusively includes: business damage, lost profits, consequential damage, damage due to business interruption, immaterial damage, financial damage, including all possible claims from third parties, in the broadest sense of the word.

14.3 The Seller is never liable for damage to Products and/ or Services as a result of improper storage, processing, use or maintenance by the Customer or a third party.

14.4 The Customer is obliged to indemnify the Seller against all possible claims from third parties, including customers, with regard to alleged damage, on whatever grounds, arising from or in connection with the Agreement, Products delivered and/ or Services.

15. INTELLECTUAL PROPERTY

15.1 All intellectual property rights relating to Products and/ or Services originating from the Seller, as well as other items, designs, methods, models, images, drawings, photographs, prototypes, printed matter, files and the like, belong exclusively to the Seller, and other, regardless of the share in the realization thereof of the Customer (or of third parties engaged by the Customer). In this Article, intellectual property rights mean: all rights to and related to the Products and/ or Services, including copyrights, trademark rights, patent rights, model rights and database rights and rights to know-how and recipes, including rights that may be on a par with them, are stated.

15.2 The exercise of the above-mentioned intellectual property rights - disclosure, transfer, reproduction - is expressly and exclusively reserved to the Seller both during and after the

execution of the Agreement.

16. CONFIDENTIALITY

16.1 The Customer will keep all information and data that it obtains from the Seller under the Agreement and/or in which the Seller buyer directly or indirectly, consciously or unconsciously, gives the buyer access in any way and in any form, keep it confidential and not make it available to third parties, unless these data are of general knowledge or disclosure thereof is legal, on the basis of other regulations or as a result of a court decision.

16.2 Confidentiality means that the Customer may not make the data public in any way, whether orally, in writing or digitally, or in any other way, either directly or indirectly, regardless of whether the disclosure had that purpose, without express prior written permission from Seller.

16.3 The Customer undertakes towards the Seller and all companies affiliated with the Seller (including parent, sister and subsidiary companies) to also impose the obligation of confidentiality on all its affiliated companies (including parent, sister and subsidiary companies) and natural persons, including employees.

16.4 The Customer is not entitled to use the data for purposes other than the purpose for which the data was provided and only to the extent that the use of the data is necessary for this.

16.5 The provisions of this Article also remain in force after any relationship between Seller and Customer has ended.

17. PERSONAL DATA

17.1 In connection with the management of the relationship with the Customer and the execution of the Agreement, the Seller collects and processes personal data of the Customer within the meaning of the GDPR. The personal data will be kept strictly confidential by the Seller and will only be used for the above-mentioned purposes. The Customer agrees that the Seller discloses personal data to its suppliers or to third parties, if this is necessary in the context of the aforementioned purposes. The Customer can indicate at any time by means of a written request to the Seller's management that the Customer's data must be changed, supplemented or removed from the Seller's files, as indicated in the Seller's privacy statement ([https:// colvitra.com/privacystatement/](https://colvitra.com/privacystatement/)) privacy statement is an integral part of these Terms and Conditions of Delivery.

18. GOVERNING LAW AND DISPUTES

18.1 All disputes arising from or related to any Offer, the Agreement, a Purchase Order as well as all resulting or related non-contractual obligations are governed by Dutch law.

18.2 The applicability of the Vienna Sales Convention is excluded.

18.3 To the exclusion of any other court, the Zeeland-West-Brabant court, Breda location, has exclusive jurisdiction to hear the dispute or disputes. The Seller is free to have another court competent in accordance with the general jurisdiction rules of the law take cognizance of the dispute.

19. LOCATION, CHANGE OF DELIVERY CONDITIONS

19.1 These Terms of Delivery have been filed with the Chamber of Commerce.

19.2 The most recently filed version or the version that applied at the time the legal relationship between the Seller and the Customer was established always applies. The Seller has the right to unilaterally change its Terms of Delivery.

19.3 The Dutch text of the Terms of Delivery always determines the interpretation of the terms and conditions.

20. FINAL PROVISIONS

20.1 Even after the relationship between the Seller and the Customer ends, the provisions of the Terms and Conditions of Delivery, which by their nature are intended to remain valid even after the relationship ends, remain in force.

20.2 If any provision in the Terms of Delivery or in an Agreement concluded between the parties is void or is annulled or cannot otherwise be effectively invoked, the other provisions will remain in full force and the parties will comply with the affected provision to the extent within the limits act as possible under the law, taking into account the purpose and scope of that provision in question.