

General Terms and Conditions

INTOS BV

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ARTICLE 1. Applicability

1. These general terms and conditions apply to all agreements and quotations that INTOS BV ("INTOS") uses, regardless of whether the assignment has been obtained by means of a tender or otherwise.
2. The counterparty of INTOS is referred to as the client.
3. The general terms and conditions (of tender) used by the client do not apply, unless these have been expressly accepted by INTOS.

ARTICLE 2. Quotations

1. All prices quoted are net, excluding value added tax, and are based on performance during normal working hours. A quotation is only binding for INTOS if that is expressly stated in writing. A quotation that is binding on INTOS on the basis of the provisions here expires after 30 days after the quotation date.
2. If the client provides INTOS with data, drawing and the like, INTOS may rely on the correctness and completeness thereof and will base the quotation thereon.
3. INTOS is entitled to charge increases in wages, raw material prices, transport costs, exchange rates, insurance premiums and levies from the government (in particular taxes) to the client for that work and/or (parts of) fittings to be installed that are yet to be completed and/or delivered by INTOS at the time these increases take effect.
4. INTOS reserves the right to make minor changes to the construction, insofar as this does not bring about a substantial change in the work. With due observance of the provisions of paragraph 3 of this article, the quoted prices are fixed for the duration of the work, unless indexation has been agreed. If indexation has been agreed, it will be based on the price index figure, series for domestic production of the Dutch Central Bureau of Statistics, unless otherwise agreed.

ARTICLE 3. Intellectual property rights

1. Unless otherwise agreed in writing, INTOS retains copyrights and all other intellectual property rights to the designs, images, drawings, sketches and/or quotations it provides.
2. The drawings, designs, images, sketches and/or quotations provided by INTOS may not be copied, shown to third parties or used in any other way without written consent from INTOS.
3. The drawings, designs, images, sketches and/or quotations provided by INTOS must be immediately returned to INTOS if no assignment is awarded to INTOS.

ARTICLE 4. Assignment confirmation

1. The agreement between INTOS and the client will be confirmed in writing by INTOS, which confirmation is deemed to be complete proof.
2. Changes to the agreement and deviations from these General Terms and Conditions only apply if these have been agreed in writing between INTOS and the client.

ARTICLE 5. Scope of the work

1. The client must ensure that all permits, waivers and other decisions necessary to perform the work are obtained in a timely fashion. Unless otherwise agreed in writing, the client

is obliged at the first request of INTOS to send INTOS a copy of the aforementioned documentation.

2. Unless otherwise agreed in writing, the price of the work does not include:

- a) The costs of ground, piling, chopping, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or other structural work of any kind;
- b) The cost of connections to gas, water, electricity or other infrastructural networks;
- c) The costs to prevent or limit damage to items present at, to or near the work;
- d) The costs for removal of materials, construction materials or waste.

ARTICLE 6. Additional and less work

1. All changes in the agreement will be owed as additional work if the changes result in additional work and will be settled as less work if the changes result in less work.
2. Additional and less work will be settled in a fair manner, independent of the obligation to pay the principal sum.
3. Additional work will be reported to the client in a timely manner, and the client may then withhold consent for such work.

ARTICLE 7. Performance of the work

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

- a) that the place where the goods, materials and/or tools for assembly must be stored or where the delivery must take place is such that damage, in any form and in any way, or theft will not take place;
- b) that access to the place where the delivery and/or assembly must take place is unobstructed and sufficient and, furthermore, that all cooperation is provided to ensure smooth delivery, assembly and/or finishing;
- c) that, if a hoist, lift or other means of transport must be used, it is made available with staffing by and at the expense of the client. The instrument to be used must comply with the government regulations applicable at the time of use. Damage that occurs is also at the expense of the client, unless fault on the part of INTOS is established;
- d) that (sub-)floors are free of lime, cement and dirt residues and of loose parts, if necessary, unless otherwise agreed in writing, are completely flat and level and are made available swept clean;
- e) that electricity, sufficient ventilation, water and, if necessary, heating are provided in the space in which work must be done;
- f) that, if others must also perform work in the relevant space, those others and INTOS can perform their work unhindered in the event of simultaneous performance;
- g) that, in the case of renovation work and/or refurbishing of the interior, the business premises are closed to the public during the performance of the work.

ARTICLE 8. Delivery time

1. The delivery time starts as soon as the agreement has been concluded and all information necessary for the performance of the work is in the possession of INTOS. The client is obliged to inform INTOS in a timely manner of all data and elective provisions that are necessary for the progress of the work.
2. The specified delivery times are not to be regarded as strict deadlines. By simply exceeding this period, INTOS is

therefore not automatically in default, and the client cannot proceed to dissolution of the agreement. INTOS must therefore first be given notice of default in this regard.

ARTICLE 9. Risk and storage

1. Unless otherwise agreed in writing, the risk of the goods, materials and work done transfers to the client from the time of delivery of the goods and materials at the place of use, or from the time of commencement of the work.
2. If the delivery cannot take place at the designated time through no fault of INTOS, the goods will be stored at the expense and risk of the client.
3. If the client is overdue in paying any instalment, INTOS is entitled to store the goods at the expense and risk of the client and to postpone the first delivery until all instalments due have been paid.

ARTICLE 10. Retention of title and undisclosed pledge

1. All items supplied to or at the work remain the property of INTOS until the client has fully met the payment obligations, including additional work, additional costs and interim price increases.
2. The client undertakes to cooperate with the statutory attachment requirements of an undisclosed pledge on the goods delivered to or for the work, as soon as INTOS requests this of the client.
3. These pledges serve as additional security for the payment of everything that INTOS has to claim from the client for whatever reason.
4. Any intervention by third parties must be communicated immediately by the client. The costs and/or losses incurred by not communicating these directly will be borne by the client.

ARTICLE 11. Payment

1. Unless the parties agree otherwise in writing, payment will be made as follows: 30% on assignment, 30% at the start of work, 30% at the start of installation, 10% upon completion or use before the completion of installation, unless otherwise agreed. The client is not permitted to offset or suspend.
2. If the performance of the assignment is delayed at the request of the client or because the client does not fulfil its obligations in a timely manner or does not in a timely manner enable INTOS to complete the work or to perform the necessary work, INTOS will be entitled to demand payment of the unpaid instalments at the times at which these instalments would have become payable in the event of normal performance of the assignment. If, as a result of the delay, INTOS must store already-delivered items, INTOS is entitled to bill the client for those storage costs.
3. If the client does not pay any instalment within fourteen (14) days after the due date, the client will be in default without any notice of default being required.
4. From the due date, the client owes an interest payment of 1% of the invoice amount for each month or part of a month by which the due date is exceeded.
5. By simply concluding the agreement, the client is obliged to compensate for the extrajudicial collection costs, including the administrative fees and the costs of legal assistance and advice prior to the proceedings. The extrajudicial collection costs are at least those and will be calculated according to the Dutch Extrajudicial Collection Costs Decree ('Besluit vergoeding voor buitengerechtelijke incassokosten').

ARTICLE 12. Responsibility for the work

1. INTOS is responsible for the proper performance of the work.
2. INTOS accepts no responsibility for a design developed by the client or by third parties for the client, nor for any specification of dimensions and materials given in this design.
3. In the case referred to in paragraph 2, INTOS is only responsible for the correct assembly and guarantees the soundness of the materials. This, however, does not apply if a certain brand or treatment of materials is prescribed by the client or by third parties.
4. If the responsibility for the design by the client is transferred to INTOS, this must be expressly agreed in writing.
5. If the client makes materials or parts available for further processing or assembly, then INTOS is responsible for correct processing or assembly, but never for the materials or parts themselves.

ARTICLE 13. Limitation of liability

1. The liability of INTOS for damage caused by defects in the delivered goods is limited to the net invoice amount of the delivered goods or the amount that the insurer will pay out to INTOS.
2. INTOS is not liable for indirect damage, including damage to third parties or loss of profits.
3. INTOS is not liable for damage related to (the unsoundness of) constructions or materials prescribed by the client or materials or part of the work supplied by the client or by third parties on the client's instructions.
4. In the case referred to in paragraph 3, the client fully indemnifies INTOS against all claims for compensation for damage suffered by INTOS personnel and/or third parties, including damage from or as a result of product liability.

ARTICLE 14. Dissolution

1. If the client does not, does not in a timely fashion or does not properly fulfil its obligations deriving from the client from any agreement concluded with INTOS, as well as in the event of bankruptcy or suspension of payment by the client or upon cessation or liquidation of the client's company, the client is automatically deemed to be in default, without any notice of default being required. INTOS is then entitled to dissolve the agreements existing between INTOS and the client insofar as these have not yet been fulfilled, without judicial intervention and to demand payment from the client for the work already done and/or for deliveries made, as well as compensation or damage, costs and interest caused by the breach of contract by the client and the dissolution of the agreement, including lost profits on the part of INTOS.
2. In the cases referred to in paragraph 1, every claim that INTOS has against the client becomes immediately payable.

ARTICLE 15. Non-attributable shortcoming

1. Non-attributable shortcoming means circumstances that could not be expected by INTOS and that are outside the control of INTOS.
2. INTOS is entitled to suspend the fulfilment of its obligations if it is temporarily hindered in fulfilling its obligations by a non-attributable shortcoming.
3. A non-attributable shortcoming means, among other things, the circumstance that suppliers and/or

subcontractors of INTOS do not or do not in a timely manner fulfil their obligations, as well as the weather, earthquakes, fire, loss or theft of tools, the loss of materials to be processed, road blockades, strikes or work interruptions and import or trade restrictions.

4. INTOS is no longer authorised to suspend if the temporary impossibility of fulfilment has lasted more than six (6) months. The agreement can only be dissolved after the end of this period and then exclusively for that part of the obligations that have not yet been met. The parties in that case do not have any right to compensation of damage suffered or to be suffered as a result of the dissolution.

ARTICLE 16. Warranty

1. INTOS warrants the proper fulfilment of the agreed performance for a period of three (3) months after completion or delivery. For defects that by their nature can only be discovered after a longer period of time, a warranty period of one (1) year applies after the first completion.

2. The client can only invoke a warranty after the client has met all its obligations with respect to INTOS.

3. If partial completion of the work takes place, the warranty periods start to run upon the completion of these parts.

4. Any warranty only applies with normal use and only under normal conditions. This includes, among other things: ensuring adequate humidity in the atmosphere, not exposing it to excessive humidity or drought, cold, heat etc.

5. No warranty applies:

- a) for defects for which repairs have already been performed by third parties;
- b) for materials and constructions that are prescribed by the client or third parties;
- c) for glass, discolouration of wood and for minor colour deviations of wood and other materials;
- d) for normal wear;
- e) for injudicious use.

ARTICLE 17. Claims

The client can no longer make a claim for a defect in the fulfilment of the agreement if the client has not communicated this in writing to INTOS within seven (7) days after the client has discovered the defect or reasonably should have discovered the defect, with a clear description of the defect sound.

ARTICLE 18. Disputes

1. Exclusively Dutch law applies to all offers, agreements and the fulfilment thereof.

2. All disputes will, insofar as they exceed the jurisdiction of the sub-district court, will be decided by the District Court of Noord Nederland.