

GENERAL TERMS AND CONDITIONS FOR BUSINESS TRANSACTIONS FOR FINISHING COMPANIES

Adopted by the Netherlands Business Association for Finishing Companies (NOA).
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ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions the following are taken to mean:

- 1.1 Contractor or Supplier: the user of these General Terms and Conditions.
- 1.2 Principal: the natural person or legal entity that orders the work (not being a consumer) or with whom the work is discussed.
- 1.3 Order or the work: all activities or deliveries offered or agreed.
- 1.4 Working day: a day not being a rest day or national holiday, holiday or other non-individual free day that applies generally or is recognised at the work location or by the government or specified in or according to the collective labour agreement (CAO) applicable for the Contractor.
- 1.5 Workable (working) day: see article 9.2 below.
- 1.6 In writing: in writing should also be taken to mean digital means of communication such as email, etc.
- 1.7 Natural stone: stone created without human intervention and which has undergone no artificial alterations in composition or structure, including materials consisting of natural stone and binding agents.
- 1.8 Natural stone structures: structures in which natural stone or natural stone composite is processed. See also article 7 concerning natural stone and natural stone structures.
- 1.9 Personal data: all information received from the Principal concerning or derivable to a natural person ('data subject') processed by the Contractor in respect of the work as intended in the Personal Data Protection Act and the General Data Protection Regulation (GDPR).

ARTICLE 2 - SCOPE OF APPLICATION

- 2.1 The simple fact of starting work means that the Principal is considered by us to have agreed with our quotation and/or the applicability of our General Terms and Conditions.
- 2.2 If it were nonetheless determined in any dispute that the terms and conditions of the Principal are also applicable, these terms and conditions will prevail in the event of a conflict with one or more provisions.
- 2.3 The provision in this article may only be set aside if following receipt of the order confirmation, the Contractor announces in writing that the General Terms and Conditions of the Principal apply.
- 2.4 These General Terms and Conditions also apply to any subsequent agreement that is established between the Principal and the Contractor.

ARTICLE 3 - QUOTATION OR OFFER

- 3.1 Each quotation is considered a non-binding offer.
- 3.2 An offer or quotation will if possible specify the time at which the work can be started.
- 3.3 The agreement will be established by notice of acceptance of the offer by the Principal, unless the Contractor immediately announces withdrawal of the offer.
- 3.4 The Contractor cannot be bound by a quotation or offer if the Principal can reasonably understand that a quotation or offer (or part thereof) contains a mistake or error in writing.
- 3.5 Quotations and offers apply as a single document; a combined offer or price indication cannot be accepted in parts.
- 3.6 The agreement will also be considered as having been established at the moment that the Contractor has started the work.
- 3.7 Any work or material not expressly included in the quotation or offer will not form part of the agreed work or delivery.

ARTICLE 4 - RIGHTS AND OBLIGATIONS UPON THE CONTRACTOR

- 4.1 The work will be undertaken on normal working days within the usual working hours of the Contractor, unless otherwise agreed.
- 4.2 In the event that he has duly warned the Principal, and the Principal has nonetheless demanded implementation of the work in question on an unsound subsurface or according to an unsound working method or unsound circumstances, the

Contractor is not liable for shortcomings in the work undertaken by us.

ARTICLE 5 - RIGHTS AND OBLIGATIONS UPON THE PRINCIPAL

- 5.1 If the (detail) drawings contain comments such as dimensions to be inspected in the work, or similar comments, the Contractor may assume that these dimensions have been inspected by the Principal and approved.
Moreover, as soon as possible, the Principal will issue a planning or delivery schedule to the Contractor.
- 5.2 If the delivery schedule or planning cannot be adjusted to the production or planning of the Contractor, the Contractor is entitled to impose further conditions or to fully or partially cancel the order.
- 5.3 The Principal must facilitate implementation of the order. With that in mind, he will ensure the timely availability of the necessary approvals such as permits and exemptions and provide all details or other information necessary for the order.
- 5.4 The Principal must ensure that work to be undertaken by third parties and/or deliveries that are not part of our work are undertaken in such a way and at such a time that implementation of the work is not delayed, as a result. If a delay nonetheless occurs, the Principal must duly inform the Contractor, in good time.
- 5.5 If the start of the work is delayed by circumstances not attributable to the Contractor, the Principal must reimburse any related damage and costs, and the Contractor is entitled to shift the completion date, even if not requested.
- 5.6 The Principal bears the risk for damage caused by defects in materials, equipment and facilities provided or demanded by him.
- 5.7 Recommendations, facilities and work of third parties whether or not provided on the basis of details and drawings from the Contractor that do or could influence the performance of the Contractor will be for the account and risk of the Principal.
- 5.8 The Principal must ensure that upon arrival at the work site, the Contractor can immediately start work, and can undertake the work during normal working hours. Activities outside normal working hours must be permitted, if this is considered necessary by the Contractor.
- 5.9 The Principal must provide the following free of charge:
 - a. well surfaced access routes to the work site such that the material and equipment can at all times be brought to the entrance of the building, in full loads. In as much as this is not the case, the Principal must reimburse the additional costs, in particular including additional manpower for the delivery of equipment.
 - b. a lockable, well-lit, dry, sound storage space of sufficient size, for the storage of materials, machines, etc.
 - c. a secure storage space protected against freezing and heat for the storage of flammable materials, fire-hazardous materials and materials susceptible to frost damage.
 - d. taking delivery of materials intended for the work and the treatment of these materials in accordance with the instructions on the accompanying paper and/or the instructions applied to the packaging for the storage of those materials.
 - e. water and electricity, both for light and power current of sufficient voltage and with sufficient easily connectable wall outlets, such that the Contractor can access these facilities within a radius of 25 metres.
 - f. canteen facilities, washing facilities and toilets or free access to these facilities.
 - g. construction lifts, scaffolding and construction materials of a good standard and usable according to the instructions.
- 5.10 If work must be undertaken, the Principal is required to ensure that the structure is closed (wind and waterproof) with glass or other light-permeable material, if such is necessary due to weather conditions. The workplace must be frost free and sufficiently illuminated and sufficiently emptied and free from contamination and fouling. In default of these requirements, the Contractor is not required to undertake the work and the

Principal must compensate for all damage suffered by the Contractor as a consequence.

- 5.11 The Principal must take such measures that the work installed by the Contractor is not damaged or destroyed.
- 5.12 The Principal must ensure that fragile components in the vicinity of the work to be installed by the Contractor are protected, in advance.
- 5.13 The Principal will ensure that at the moment of implementation of the work, persons present in the vicinity of the work are informed in advance of dust, odour and noise nuisance objections related to the work and that access to the areas where work is being undertaken is prohibited to anyone other than personnel of the Contractor, during the work and during the subsequent period considered necessary by the Contractor.
- 5.14 The Principal will make facilities available free of charge for the separate collection of chemical and construction waste.
- 5.15 The Principal will ensure tidiness and safety at the work site. He will also ensure the good condition of the materials to be processed and of the equipment that is made available by him.
- 5.16 The Principal will ensure sound insurance cover against damage concerning the work site and the materials, tools, machines, etc. present at the work site belonging to the Contractor - including consequential losses and business continuation losses - by taking out CAR insurance and/or co-insuring the Contractor on their CAR insurance policy.
- 5.17 Costs arising due to non or non-timely compliance by the Principal with the obligations from these General Terms and Conditions or this article will be for the account and risk of the Principal.

ARTICLE 6 - SAMPLES, MODELS, INTELLECTUAL PROPERTY

- 6.1 All data processed in a quotation or offer may only be used in the framework of the order or negotiations about the order.
- 6.2 All information received from the Contractor such as drawings, tables, illustrations, samples, models, etc. used in the quotation or implementation of the order remain the property of the Contractor.
These may only be published or reproduced following prior written permission from the Contractor.
- 6.3 The Principal will indemnify the Contractor for claims from third parties in connection with violation of intellectual property rights such as copyright etc. arising from or relating to information or information carriers issued by the Principal.
- 6.4 If a model, sample or example is demonstrated or issued by the Contractor, this will only be considered as having been shown or issued by way of indication; the nature of the goods to be delivered may deviate from the sample, model or example.
- 6.5 Minor colour and structure discrepancies are admissible. The Principal will indemnify the Contractor for any liability for possible colour deviations and/or discolorations.

ARTICLE 7 - NATURAL STONE

- 7.1 Natural stone is a natural product. Samples of natural stone give an indication of colour and structure. Deviations from these samples are unavoidable although the Contractor will make every effort to match materials as far as possible. Colour or structure deviations will under no circumstances result in the right to dissolve the agreement. They will also under no circumstances give the right to compensation except in the event of deliberate breach of contract.
- 7.2 In the case of gravestones, minor size differences are admissible, on condition the pieces fit together.
- 7.3 Taking account of naturally fractured surfaces, delivery in different thicknesses is permitted for quartzite, slate and similar rock stone types.
- 7.4 For other stone types than those intended in 7.3, a maximum tolerance in length and width of 2.0 mm is permitted for material used with a thickness up to 5.0 cm. With a thickness of 6.0 through to 10.0 cm, the permitted deviation is 3.0 mm and with a thickness of more than 10.0 cm, the permitted deviation is 4.0 mm. However, if these stone types are to be laid or placed 'cold' as tiling, a tolerance of 0.5% is permitted.
- 7.5 With regard to the quantities of worked natural stone referred to in the order, for the volume of the stone, calculation is made to the smallest described parallelepiped, whereby natural stone of less than 10 dm³ is considered natural stone of 10 dm³.
- 7.6 Upon delivery of natural stone per m², the surface area of the natural stone is calculated according to the smallest described rectangle, whereby the minimum surface area is 0.10 m².
- 7.7 In calculating the surface area and volume dimensions, parts of centimetres will be considered entire centimetres, and for

rounding off of decimal points, amounts from the figure 5 will be rounded upwards.

- 7.8 The Principal is responsible for sound information and working conditions, which must include: the possibility of measuring up in advance, inspection for sound conditions for the laying of natural stone and if delivery is made 'fitted in the work', the Principal will provide assistance free of charge, and will provide all required materials and tools, including scaffolding and lifting equipment, cement mixers and bricklaying materials, and any operating staff. The Principal will make it possible for the Contractor to measure up and inspect in advance, for which purpose the Principal will issue sound information in advance, and will indicate in detail all reference sizes and grid lines.

ARTICLE 8 - TRANSPORT METHOD AND LIABILITY

- 8.1 The parties agree how and subject to which conditions deliveries will be made. If the option 'ex workplace' is chosen, delivery will be considered to have taken place prior to loading of the means of transport. In the case of delivery 'free on means of transport', delivery will be considered to have taken place at the moment the goods have been loaded onto the means of transport. In the event of delivery 'carriage paid works', delivery will be considered to have taken place upon taking of receipt for unloading at the agreed destination, if this destination is reasonably accessible by the means of transport used. If this is not the case, the supplier may designate a delivery location itself, together with written notification to the Principal.
- 8.2 Unless delivery is made 'ex workshop', the Contractor will determine the means of transport and packaging, except if the Principal has notified the Contractor of specific wishes in that connection. Any costs relating to those wishes will be for the account of the Principal. If materials are delivered packed, the packaging material (chests, pallets, crates, etc.) are considered as included in the delivery and will not be taken back by the Contractor.
- 8.3 The Contractor is permitted to make part deliveries.
- 8.4 The Principal guarantees and ensures that all information required for sound execution of the order is available and is responsible for soundly taking delivery of the materials to be delivered. If these requirements are not complied with, article 5.17 applies.
- 8.5 In as much as the Contractor bears any liability concerning transport, this will be restricted to the payment generally awarded by transport insurers in this case.

ARTICLE 9 - PERIOD OF IMPLEMENTATION, SUSPENSION OF COMPLETION

- 9.1 The period within which the work must be completed is if possible stated in the agreement, either in (workable) days, weeks or months, or by specifying a particular date. However, no planning is binding or represents a deadline.
- 9.2 If a period is expressed in a number of workable days, working days or half working days respectively are considered unworkable if due to circumstances not attributable to the Contractor, work is not possible for at least four hours or two hours, respectively.
- 9.3 If completion of the work is due to take place on a day that is not a working day, the following working day will be considered the agreed completion date.
- 9.4 The period within which the work must be completed may be extended in consultation.
- 9.5 If as a consequence of force majeure, circumstances for the account of the Principal or as a result of changes to specifications or changes to the implementation of the work made by or on behalf of the Principal, the implementation of the work is delayed, it can no longer be demanded that the work be completed within the agreed period, and the Contractor is entitled to extension of the work period, even if not requested.

ARTICLE 10 - INSPECTION AND APPROVAL

- 10.1 The inspection will take place following the notice addressed to the Principal concerning the day on which in the Contractor's judgement the work will be completed or on a date by which the work is clearly completed for the Principal.
- 10.2 As a rule, the inspection will take place within eight days after the day specified in the previous section. The Principal must inform the Contractor in time, if possible three days in advance, in writing, of the date and time at which the inspection will take place.
- 10.3 After the work has been inspected, the Principal will issue written notice within eight days of whether the work has or has

not been approved. In the latter case, a statement must be issued of the specific shortcomings.

- 10.4 If no inspection takes place or if within eight days following inspection no written notice is sent by the Principal of whether the work has or has not been approved, the work will be considered to have been approved. The work will also be considered completed if it is taken into use or further processed. If the work is partially taken into use, that part will be considered as approved and completed.
- 10.5 Minor shortcomings that can be repaired before the next payment instalment will not form grounds for withholding approval. The Contractor is required to repair the shortcomings referred to in section 3 as quickly as possible.
- 10.6 If there is no work but only the delivery of goods, the Principal must inspect these immediately upon delivery and subsequently issue a written complaint within three working days in the event of shortcomings. In the absence of such notice, the delivered goods will be considered to have been approved, and any liability for shortcomings in the delivered goods will expire, unless they are hidden shortcomings.

ARTICLE 11 - DELIVERY AND COMPLETION

- 11.1 Planning and delivery times, etc. will never be deadlines. If the delivery time or any completion date is exceeded, the Principal must at all times declare the Contractor in default, in writing, and offer the Contractor a final reasonable period, before a case of default arises.
- 11.2 If the Contractor is required to himself determine dimensions in the work or must measure up or check details in the work, the delivery time or implementation period will not start before the date on which this has been carried out. The results of these inspections and measurements will be notified in writing to the Principal.
- 11.3 The work will be considered as completed if the work is approved or considered to have been approved in accordance with article 10 or if it is clear from the notice from the Principal that the work has been approved or the Contractor is justified in believing that the work has been approved. Following completion, all liability of the Contractor for shortcomings known upon completion or which could have reasonably been known to the Principal will expire.
- 11.4 If the Contractor only delivers goods and there are shortcomings in the delivered goods that are reported in time, the Contractor is entitled to redeliver. If this is not possible, the Contractor is entitled to dissolve the agreement. The Contractor is only liable for damage if and in as much as such shortcomings are attributable to him.

ARTICLE 12 - ADDITIONAL AND LESS WORK

- 12.1 Additional work will arise if:
 - a the Principal requests additions and/or changes to the agreed work or deliveries that result in an increase or extension of the work or which make the work more costly; all work not expressly contained in the quotation or order will be considered as not to be included in the work and will represent additional work.
 - b the Contractor requests or considers additions and/or changes to the agreed activities necessary, because this is necessary according to the reasonable judgement of the Contractor for the correct and professional implementation of the work, or because new or changed (government) regulations make this necessary.
- 12.2 In the event of additional or less work, the Contractor will duly inform the Principal, also with regard to the consequences for the price of the work. The Principal will agree to additional/less work and its consequences if he has not issued an objection within two days, or has the additional or less work carried out.
- 12.3 Additional work may be invoiced and paid in the interim, following its implementation, according to prices agreed between the parties, or reasonable prices. Less work will therefore be invoiced at the end of the work.

ARTICLE 13 - PRICES

- 13.1 All prices and amounts are excluding VAT.
- 13.2 Costs for budgets, plans, designs, illustrations, drawings, etc. will not be charged by the Contractor if the order is awarded on that basis.
- 13.3 If no order is awarded, the Contractor will be entitled to charge the costs for preparing budgets, plans, designs, illustrations, drawings, etc.
- 13.4 If following acceptance of the order, material prices, prices for auxiliary materials and raw materials such as electricity, prices

of parts purchased from third parties, wages and salaries, social security charges, government charges, import costs, duties, tax such as turnover tax, etc., freight costs and insurance premiums are increased, including price rises due to exchange rate differences in the currencies in which materials are purchased or the materials to be used by the Contractor are purchased or if, as a result of a change to one or more of the above referred to factors, surcharges payable by the Contractor change, even if this takes place as a consequence of circumstances already foreseen upon accepting the order, the Contractor will be entitled to duly increase the price agreed upon acceptance of the order.

ARTICLE 14 - PAYMENT

- 14.1 The Contractor is entitled to invoice according to the status of the work if no timetable for invoicing has been agreed.
- 14.2 Payment must be made within 30 days following invoice date. Discounts of whatever kind may under no circumstances be deducted. Debt settlement is never permitted upon payment, nor is the Principal permitted to suspend any payment obligation towards us. Any suspension or set-off right of the Principal is expressly excluded.
- 14.3 If unit prices apply in determining payment instalments, these will be rough prices and serve only to determine interim payment obligations. These unit prices will under no circumstances apply for calculating the costs of additional and/or less work or for determining prices for other works.
- 14.4 If the Principal does not take receipt of goods or if such goods cannot be delivered on some other ground, the costs for storage that become necessary as a result will be for the account of the Principal, while the Contractor can demand payment for the stored goods.
- 14.5 If any payment is not made on time, the Principal will ipso jure be considered in default without any reminder or notice of default being required, without prejudice to the right of the Contractor to suspend its obligations in the event of non-timely payment of instalments or invoices.
- 14.6 If a payment date is exceeded, the Principal will owe delay interest of one and a half (1.5) percent for each month, whereby part of a month will be considered a full month, on the amount not paid on time.
- 14.7 Also for the account of the Principal will be all costs for collection of amounts not paid on time, be they judicial or extrajudicial. The extrajudicial costs will amount to at least 15% of the amount not paid on time. In as much as the Contractor requires legal aid for collecting amounts, and the costs for that aid exceed the specified 15%, the Principal will also owe these additional costs.
- 14.8 The full price will be demanded fully and immediately without prior notice of default in the following cases:
 - a if the Principal is declared bankrupt, if he requests a moratorium or an application is submitted for placing the Principal under receivership.
 - b any attachment is levied on the movable and/or immovable property, claims or other possessions of the Principal.
 - c upon the death of the Principal or if there is evidence of his intention to leave residence of the Netherlands.
 - d if the Principal is a partnership, a limited partnership, a limited liability company or a public limited company that is to be wound up, is dissolved or acquires a new partner or director, or if the partner or director steps down or retires.
- 14.9 As long as no full payment of any part or final invoice, possibly including delay interest and extrajudicial costs, has taken place, all delivered goods will remain property of the Contractor.
- 14.10 Payment by the Principal will first serve to satisfy due interest and subsequently to satisfy the extrajudicial costs applicable to the claim. Payments will then be deducted from the principal amount.

ARTICLE 15 - RIGHT OF RETENTION

- 15.1 As long as the Principal has failed to fulfil its obligations, the Contractor is entitled to retain all goods belonging to the Principal which it has in its possession, all for the account of the Principal.
- 15.2 The risk of goods subject to this right of retention remains with the Principal.

ARTICLE 16 - LIABILITY

- 16.1 The Contractor's obligation to pay costs or damage will under no circumstances extend beyond an amount not exceeding the contract sum for the work in question or a relevant proportion thereof, or the total of hours worked and materials processed

for the work, or that part of the work. If only goods are delivered, the invoice amount for these deliveries or the relevant part thereof. This maximisation will at all times apply and therefore expressly also if there are multiple claims for damage.

- 16.2 The Contractor will under no circumstances be liable for consequential losses. Consequential losses will under all circumstances be taken to include (but not restricted to): damage to third parties or the Principal, company exclusion and stagnation, removal costs, storage costs, re-equipment costs, cleaning costs, accommodation and hotel costs, construction site and scaffolding costs, supervision costs and supervision, stagnation costs and business continuation losses, loss of income and turnover, loss of profit, replacement costs, etc.

ARTICLE 17 - FORCE MAJEURE

- 17.1 Force majeure will be taken to mean all circumstances not subject to the will of the Contractor as a consequence of which compliance with the agreement can no longer be reasonably demanded of the Contractor such as: war, full or partial mobilisation, riot, disturbances, blockades, traffic nuisance, general or partial strike, exclusion, forced shutdown, fire, flood and/or abnormal water levels, epidemic, illness of personnel, default by suppliers, etc. Or if direct or indirect stagnation occurs in the Contractor's business or as a result of vandalism, occupation (also by squatters), nuclear reactions, environmental disasters, environmental contamination at the location of the work to be carried out and with consequences that threaten the health of persons, actions by social groups, import or export bans, snowfall and/or icy conditions or due to any other cause beyond the fault of the Contractor, the necessary raw materials, auxiliary materials or components purchased from third parties do not reach the Contractor (on time) and/or the employees of the Contractor cannot reach the property or are unable to stay there. In such cases, the Contractor is entitled to suspend the delivery of the materials and/or implementation of the work as long as this stagnation or nuisance continues.

- 17.2 If this stagnation or nuisance has lasted longer than thirty days or if it is determined that it is of a permanent nature, both parties are entitled to cancel the agreement, on condition this is done in writing in as much as it relates to the not yet delivered or not yet undertaken part. That which has already been delivered or undertaken at the moment of cancellation must then still be paid for immediately. In the event of such cancellation, irrespective of which party cancels, the Contractor is not required to make any relevant payment.

ARTICLE 18 - PERSONAL DATA PROTECTION

- 18.1 In as much as the Contractor processes personal data in the framework of the work, this must take place in accordance with the European General Data Protection Regulation or such data must be processed in an appropriate and careful manner.
- 18.2 The Contractor will take technical and organisational measures to protect personal data against loss or any other form of unlawful processing or use.
- 18.3 The Principal/data subject is entitled to request information about the processed data. This must be issued rapidly. The Contractor will inform the Principal/data subject a.s.a.p. in the event of a breach (data breach) or in the event of other circumstances that relate to the personal data of the Principal.

ARTICLE 19 - DUTCH LAW AND SETTLEMENT OF DISPUTES

- 19.1 Disputes will be settled by the ordinary Court competent in accordance with the Contractor's establishment location or according to the law, or according to the choice of the Contractor by the Arbitration Board for the Building Industry, according to its statutes as applicable two months prior to the establishment of the order, without prejudice to the authority of the Courts, acting in interlocutory proceedings.
- 19.2 Contrary to the section above, the Business Disputes Committee for Natural Stone is competent if the parties duly agree in respect of deliveries and/or work involving natural stone.
- 19.3 All agreements with the Contractor are exclusively subject to Dutch law.

These general terms and conditions were drawn up in Dutch and translated into various other languages. In the event of any contradiction arising in respect of a translated version, the original Dutch version of these terms and conditions will prevail.