

# General terms and conditions of sale and delivery

## wallcovering

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These general terms and conditions shall apply to all our agreements. By simply placing an order, the client shall accept these terms and conditions relating to both current and future agreements. Any deviations from these terms and conditions shall be made in writing. The Dutch text of these terms and conditions is definitive. The general terms and conditions of the client shall be explicitly rejected.

If the client places an order, the agreement shall first be realized when we accept it in writing or by making a start with its implementation. If we draw up an order confirmation in writing, this shall only determine the contents of the agreement. Demonstrated or provided samples shall only serve as an indication, without it being necessary that the goods involved shall conform to these samples. Minor differences with respect to stated sizes, weights, numbers, colours, thicknesses, qualities, patterns and the like are not considered as defects. With regard to quantities, deviations by 10% or less are considered to be minor deviations.

The prices stated in offers or order confirmations shall be indicative. Any price alterations shall be notified to the client in writing. In the event of alterations in price, the client shall be entitled to cancel the order during one week after the date on which the notification was sent. All prices are ex-factory and exclusive of VAT.

Delivery takes place FCA in accordance with Incoterms 2020. Every delivery is invoiced separately. All delivery dates are indicative. The client shall not be entitled to any compensation if the delivery dates are exceeded. The client shall be authorised to cancel the order if, in the case of an exceeded delivery date, the delivery has not been received within 4 weeks after a written notice of default. The client shall always be bound to accept the delivery. If a delivery is refused, we shall not be obliged to store the goods.

Our invoices shall be paid within 30 days after the invoice date, without settlement, discount and/or suspension. In the event of a late payment, all the payment obligations of the client shall be immediately claimable and the client shall be obliged to pay an interest amounting to the deposit interest of the European Central Bank plus 6.25%. Extrajudicial costs shall be charged to the client in accordance with the collection fee maintained by the Netherlands Bar Association.

We retain ownership of all supplied goods until the client shall have fully met all his obligations to us arising from the purchase agreement(s). The client shall not be entitled to claim settlement or a right of retention.

The copyright and all other intellectual property rights that apply to goods supplied shall be explicitly reserved, unless explicitly stated otherwise. The use of Vescom's rights of

intellectual property (including its trademark) shall only be allowed as part of the agreement concluded between Vescom and the client. The client shall only be permitted to sell and advertise the product as agreed.

The client shall be obligated to check the goods on delivery (and therefore before handling). Any established defects shall be notified to us in writing within 7 days after delivery. If the supplied goods fail to conform to the agreement, we shall only be bound to supply the missing parts, or repair or replace the supplied goods, at our discretion. Our hanging instructions shall be considered as professional advice; we shall not accept any liability for their implementation.

If a proper performance is wholly or partly impossible due to external or internal circumstances, for which we cannot be held accountable, which may be temporary or permanent, we shall have the right to dissolve the agreement.

Every liability on our side shall be limited to the invoice value of the order placed or, in the event of damage resulting from defects in the supplied goods, to the invoice value of the supplied goods. The preceding section does not affect statutory liability pursuant to mandatory provisions.

Netherlands law shall apply to the agreements concluded with the client. The applicability of the Vienna Sales Convention (CISG) is excluded. All disputes arising from agreements concluded with the client shall be presented in the first instance to the competent court at 's-Hertogenbosch, the Netherlands. We can always agree to depart from the choice of forum and applicable law clause in favour of the client. Such a departure shall not affect the validity of any of the other provisions set out in these general terms and conditions.