

GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT OF SMARTFLOOR B.V.

Article 1 Definitions and applicability

1.1

In these General Terms and Conditions the following terms shall have the following meanings:

- Contractor: Smartfloor B.V., with its registered office at Bedrijvenpark Twente no. 415 in 7602 KM Almelo, hereinafter referred to as '*Smartfloor*'.
- Client: the person with whom Smartfloor has entered into an agreement, as well as the person to whom Smartfloor has made an offer
- Good: a good as well as all activities and services related to the delivery of a good, also insofar as these are not mentioned separately.
- Work: the performance of work and/or the performance of services, not being a contract of employment and whether or not accompanied by the delivery of goods.

- 1.2 These general terms and conditions apply to: all offers, quotations, assignments, legal relationships and agreements, by whatever name, in which Smartfloor undertakes/will undertake to perform Work for the Client, as well as to all Work arising from these for Smartfloor.
- 1.3 Deviations from, and additions to, these general terms and conditions are only valid if agreed upon explicitly and in writing, for instance in a (written) agreement or (a further) order confirmation.
- 1.4 In the event that these general terms and conditions and the order confirmation contain mutually contradictory conditions, the conditions included in the order confirmation apply with regard to the contradiction.
- 1.5 The applicability of the general conditions of Client is explicitly rejected by Smartfloor. Smartfloor expressly rejects the applicability of the Client's general terms and conditions.
- 1.6 The Client with whom an Agreement has once been concluded under these general terms and conditions accepts the applicability of these general terms and conditions to all later offers of the Contracted Party and Agreements between the Client and the Contracted Party. Smartfloor and Agreements between the Client and Smartfloor.
- 1.7 If one or more provisions of these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall remain fully applicable.
- 1.8 If any provision of these general terms and conditions or of the Agreement is not legally valid, parties will negotiate about the content of a new provision, which provision will approach the content of the original provision as closely as possible.
- 1.9 Provisions in the Agreement or these general terms and conditions that are explicitly or by their nature intended to remain in force after the expiry or termination of the Agreement will remain in force after the expiry or termination.

Article 2 Offers

Unless expressly stipulated otherwise, all offers, notifications and statements made by Smartfloor offers, communications and statements made by Smartfloor are always free of obligation, even if these include a deadline for acceptance, and furthermore are based on data, documents, drawings etc. provided by or on behalf of the acceptance, and furthermore based on data, documents, drawings etc. provided by or on behalf of the Client, unless the offer expressly stipulates the contrary in writing.

Article 3 Agreement

- 3.1 An agreement, which in this article also includes amendments and/or supplements

is only binding if it has been established in writing. An agreement shall be established in writing at the moment the contract is signed by Smartfloor and the client, or on the day an order confirmation is sent by Smartfloor.

Verbal promises by and arrangements with employees of Smartfloor without authority shall not be binding upon Smartfloor.

- 3.2 The contract and the order confirmation shall be deemed to be accurately and fully reflect the contents of the agreement reached between the parties as far as the order confirmation is concerned, unless the Client has made its objections known to Smartfloor in writing within one week of the date of dispatch of the order confirmation. In that case Smartfloor shall no longer be bound by the order confirmation either.
- 3.3 Contrary to the provisions of paragraph 1 a contract for extra work may be concluded verbally, provided that it is immediately confirmed in writing. Smartfloor shall also be authorised to charge separately for any extra work it may reasonably deem necessary for the execution of the agreement.
- 3.4 In implementing the agreement, minor deviations from the usual tolerances are permitted, as well as usual tolerances, as well as delivery of as many more materials as Smartfloor might reasonably deem as Smartfloor may reasonably deem necessary in connection with failures, processing losses, remnants, etc. within the framework of the work/assembly to be carried out.
- 3.5 Where necessary, the assembly work shall be based on a description sent to the client in advance. The suitability of the construction of the vehicle in which the products are assembled is the responsibility of the Client.
- 3.6 Every agreement shall be entered into under the suspensive condition that the client appears to be creditworthy, to be decided at the discretion of Smartfloor. Smartfloor Smartfloor shall be entitled to seek information about the client's creditworthiness from third parties.
- 3.7 Unilateral cancellation on the part of the client shall be invalid unless Smartfloor declares itself to be in agreement with such cancellation in writing. In the event of such a cancellation Smartfloor shall have the right to demand that the Client pays Smartfloor the costs it has already incurred, including the value of the costs already incurred by it, including the value that may reasonably be assigned to the goods and parts already intended for the execution of the contract as well as the labour costs already incurred for the purpose of the contract, and furthermore one third of the lost profits.

Article 4 Ownership of offer, documents, models, etc.

- 4.1 Smartfloor shall at all times remain the owner/rightful claimant of the offer, communications, data and specifications as well as models, tools, etc. provided by Smartfloor within the framework of the offer or the agreement, even if costs have been charged for these. Smartfloor shall be deemed to be the designer and maker thereof. The Client shall return the relevant goods to Smartfloor at its first request.
- 4.2 The Client is obliged to keep confidential vis-à-vis third parties all goods mentioned in this article as well as company information and know-how in the broadest sense of the word originating from Smartfloor and brought to its knowledge by Smartfloor within the framework of the offer or the agreement.

Article 5 Prices

- 5.1 The prices stated and/or agreed upon by Smartfloor shall be in Dutch currency unless expressly agreed otherwise. They are exclusive of taxes (including VAT).

- 5.2 Unless explicitly agreed otherwise, the price for the delivery of goods shall be based on delivery ex works, which is understood to mean delivery ready for use on Smartfloor's premises. The costs of delivery are not included in the price and - should Smartfloor be obliged to do so - will be charged to the client separately.
- 5.3 Should Smartfloor, without being commissioned to do so, give help and assistance of any kind in assembly, that shall be for the account of the Client.
- 5.4 Smartfloor shall have the right to raise its prices after the conclusion of the contract in the event of an increase in the prices of goods, raw materials or parts to be obtained from third parties, wages, social security charges, freight, insurance premiums, charges imposed by or on behalf of (semi) governmental bodies (including import or transit duties), or other cost price components (including currency changes) and charges.
- 5.5 If within three months of the conclusion of the agreement a notification of a price increase is given by Smartfloor, the client shall be entitled to terminate the agreement with immediate effect upon such notification. The Client shall then be obliged to reimburse Smartfloor for the costs already incurred in connection with the agreement.

Article 6 Delivery time/delivery

- 6.1 The delivery time commences on the last of the following moments:
- the day the contract is concluded;
 - the day on which Smartfloor has in its possession all documents (including drawings), data (including dimensions), etc. necessary for the delivery of the goods or the performance of the activities (including measurements), etc.;
 - the day of receipt by Smartfloor of the prepayment and/or security as referred to in article 10.
- 6.2 The delivery time is based on the working conditions prevailing at the time the contract was concluded and on timely delivery of the materials and goods ordered by Smartfloor for the performance of the contract. Should any delay occur as a result of a change in these circumstances or because materials and/or goods ordered for the performance of the contract are not delivered on time, the delivery time shall be extended to such an extent as is reasonable taking all circumstances into account.
- 6.3
- a The time of delivery of goods not assembled by Smartfloor shall be the moment when the goods, barring unimportant parts, are ready for delivery on Smartfloor's premises and Smartfloor has notified the client accordingly.
 - b The time of delivery of goods that are to be assembled by Smartfloor shall be the moment those goods, barring unimportant parts, are ready for operation on Smartfloor's premises and Smartfloor has notified the client thereof.
- 6.4 Smartfloor shall always be entitled to make partial deliveries, unless explicitly agreed otherwise.
- 6.5 Delivery times are not to be regarded as deadlines unless explicitly agreed otherwise. In the event of attributable exceeding of the delivery time, notice of default shall always be required. Exceeding the delivery time never gives the client the right to compensation.

Article 7 Delivery

- 7.1 Should it be agreed that the goods shall be delivered, this shall take place for account and risk of the Client in a manner to be determined by Smartfloor and by means of transport to be chosen by Smartfloor.
- 7.2 If for reasons beyond Smartfloor's control the goods cannot be transported to the place of destination or cannot be delivered at the place of destination, Smartfloor shall be entitled



to store the goods or have them stored for the account and risk of the Client and to demand payment as if delivery had been made.

Article 8 Packaging

Smartfloor shall charge the Client separately for packaging and and shall not be taken back.

Article 9 Risk and transfer of ownership

- 9.1 The client shall bear the risk for all direct and indirect damage that may occur to the goods immediately after the goods are deemed to have been delivered in the sense of Article 6.
- 9.2 Smartfloor shall retain ownership of all goods delivered until such time as all its claims against the Client in respect of goods delivered or to be delivered by Smartfloor to the Client or activities performed or to be performed for the benefit of the Client pursuant to a contract or in respect of shortcomings on the part of the Client in complying with such contracts have been settled in full.
- 9.3 Should goods supplied by Smartfloor be incorporated in other goods, whether or not newly manufactured, the Client shall at Smartfloor's first request grant it an undisclosed pledge of the highest rank over such other goods.
- 9.4 As long as ownership of the goods delivered has not passed to the Client, the latter shall not be authorised to transfer them to third parties as security or property, to grant third parties any right thereto or to connect them to other movable or immovable goods in such a way that the goods become components of such other goods.
- 9.5 Smartfloor shall be entitled, should the Client fail to meet its obligations, to take back immediately and without prior notice of default the goods delivered under retention of title which are still present at the Client's premises. The Client hereby irrevocably authorizes Smartfloor to exercise the repossession right referred to in this paragraph.
- 9.6 In the event that and insofar as Smartfloor has exercised its right to repossess as referred to in paragraph 5, the Agreement shall be dissolved without judicial intervention entirely or for a proportionate part, without prejudice to Smartfloor's right to compensation for damage and costs. In the event of dissolution as referred to in the preceding paragraph, the Client shall be credited for the market value (which shall in no case be higher than the original purchase price) minus the damage suffered and costs incurred by Smartfloor.
- 9.7 The Client, acting in the course of its profession or business, is permitted to sell and deliver the goods delivered under retention of title to third parties in the course of its business. In the event of such sales, Smartfloor's claim on the client in respect of the goods resold by the client, insofar as this was not already due and payable, shall become immediately due and payable in full. In the event of sales on credit the Client shall furthermore be obliged, if so requested, to notify Smartfloor that the goods have been sold and/or - at Smartfloor's discretion - to notify its buyer(s) of the fact that Smartfloor is the owner of the goods delivered as long as the relevant buyer has not paid for them in full.
- 9.8 The Client, acting in the course of his profession or business, undertakes to keep not to assign any claims it may have on its Clients to third parties without Smartfloor's prior written permission, and also to assign or pledge said claims to itself at its discretion as soon as Smartfloor expresses the wish to do so.

Article 10 Payment and consequences of non-payment

- 10.1 If not explicitly agreed otherwise in writing, payment of the agreed price shall take place within 30 days of the invoice date at the latest.

- 10.2 In the case of sales via the webshop, payment of the agreed price will be made directly via the payment methods made available in the webshop.
- 10.3 All payments shall be made without any deduction or set-off at the office of Smartfloor or into a bank or giro account designated by Smartfloor, effectively in the currency stated on the invoice.
- 10.4 Objections to amounts charged should be made known to Smartfloor before the due date of the invoice in question, unless the Client makes it plausible that it was unable to discover its objections within that period. That part of the invoiced amount to which no objection is made shall remain due and payable. Payment of that part may therefore not be suspended.
- 10.5 Should the client have any claims against Smartfloor in connection with the performance of the contract or otherwise, this shall not relieve it of its obligation to pay the amounts invoiced to it.
- 10.6 Smartfloor shall in all cases be entitled to require an advance payment from the Client up to a maximum of 50% of the agreed price. If Smartfloor has good reason to fear that the Client shall not be able to fulfil its obligations, Smartfloor shall in its opinion be entitled to demand adequate security for fulfilment of the payment obligations of the Client.
- 10.7 Smartfloor shall have the right to suspend the fulfilment of its obligations until the Client has made the aforementioned advance payment or has provided such security.
- 10.8 Payment of additional work shall take place immediately after the Client has been charged for it.
- 10.9 Should the Client fail to pay on time, it shall be in default by operation of law and without any prior notice of default being required, and shall owe the statutory commercial interest per month on the amount due from the day on which payment should have been made at the latest, without prejudice to Smartfloor's other rights.
- 10.10 The reasonable costs incurred by Smartfloor, both in and out of court, in connection with the failure of the Client to fulfil its obligations or to do so on time or properly, including the costs of legal assistance, shall be reimbursed to Smartfloor by the Client. The extrajudicial collection costs shall be calculated in accordance with the rate of the Netherlands Bar Association, with a minimum of € 500,--.

Article 11 Right of withdrawal Consumer Webshop

Upon delivery of goods:

- 11.1 When purchasing goods online, the Client (consumer) has the possibility of dissolving the contract, without giving reasons, during a period of 14 days. This cooling-off period commences on the day after receipt of the product by the client (consumer) or a representative designated by the client (consumer) and made known to Smartfloor.
- 11.2 During the cooling-off period the client (consumer) shall handle the product and its packaging with care and the packaging. He will only unpack or use the product to the extent necessary to be able to assess whether he wishes to keep the product. Should he exercise his reasonably possible - in its original state and packaging, in accordance with the reasonable and clear instructions provided by Smartfloor.
- 11.3 Should the client (consumer) wish to exercise its withdrawal right, it must do so within 14 days of the date of delivery. Should the client (consumer) wish to exercise his right of withdrawal, he shall notify Smartfloor thereof within 14 days of receipt of the product. After the consumer has made known that he/she wishes to make use of his/her right of withdrawal, he/she must return the product within 14 days. The client (consumer) needs to prove that the delivered goods have been returned on time, for example by means of a proof of shipment.

- 11.4 If, at the end of the periods mentioned in paragraphs 2 and 3, the Client has not made known that it wishes to exercise its right of withdrawal or has not returned the product to Smartfloor, the purchase is a fact.

In the event of delivery of services

- 11.5 In the event of delivery of services the client (consumer) has the option of dissolving the contract without stating any reasons for a period of at least 14 days starting on the day of entering into the contract.
- 11.6 In order to make use of his right of withdrawal, the client (consumer) shall comply with the reasonable and clear instructions provided by Smartfloor at the time of the offer and/or at the latest upon delivery.

Article 12 Costs in case of consumer withdrawal

- 12.1 If the client (consumer) makes use of his right of withdrawal, he shall bear no more than the costs of return shipment.
- 12.2 In case the client (consumer) has paid an amount, Smartfloor will refund this amount as soon as possible, but not later than within 14 days after the cancellation. This is subject to the condition that the product has already been received back by Smartfloor or conclusive evidence of its having been returned in its entirety can be furnished. Repayment will take place via the same payment method used by the client (consumer) unless the client (consumer) expressly agrees to a different payment method.
- 12.3 If the product is damaged as a result of careless handling by the client (consumer) himself, the client (consumer) is the client (consumer) himself, the client (consumer) shall be liable for any reduction in the value of the product.
- 12.4 The Client (consumer) cannot be held liable for value of the product if Smartfloor has not provided all the information required by law about the information about the right of withdrawal has been provided, this should be done prior to the conclusion of the purchase contract.

Article 13 Exclusion of the consumer's right of withdrawal

- 13.1 Smartfloor may exclude the right of withdrawal of the Client (consumer) for goods as described in paragraphs 2 and 3. Exclusion of the right of withdrawal shall only apply if Smartfloor has stated this clearly in the offer, or at least in good time prior to conclusion of the contract.
- 13.2 Exclusion of the right of withdrawal is only possible for goods:
- a. that have been produced by Smartfloor in accordance with the specifications of the client (consumer);
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature
 - d. the price of which is subject to fluctuations in the financial market over which Smartfloor has no influence
 - e. for audio and video recordings and computer software of which the client (consumer) has broken the seal.
- 13.3 Exclusion of the right of withdrawal is only possible for services:
- a. transport to be carried out on a certain date or during a certain period;
 - b. of which the delivery has started with the explicit consent of the client (consumer) before the cooling-off period has expired;

Article 14 Warranty and Complaints

- 14.1 With due observance of the limitations set forth below Smartfloor provides a guarantee of twelve months on goods delivered and activities performed by it. The warranty implies that Smartfloor shall, in case of defects arising during the warranty period as a result of material and/or manufacturing faults, or as a result of activities performed, repair the defects free of charge or replace the required parts free of charge.
- 14.2 The Client shall give Smartfloor the opportunity to fulfil its warranty obligations without any cost. Any costs arising as a result of the Client's failure to do so or to do so in time shall be for his account. The costs of investigation of alleged defects by Smartfloor shall be for the account of the Client, if no defect is found for which a guarantee has been given.
- 14.3 The costs of dismantling, transporting and assembling the items or parts to be repaired/replaced shall be borne by Client, except insofar as the guarantee relates directly to the defective performance of work.
- 14.4 Complaints concerning visible defects must be submitted no later than one week after delivery as referred to in Article 6 by registered letter or by e-mail, accompanied by a full description of the alleged defects. Complaints concerning non-visible defects must be submitted no later than one week after the moment at which such defects are discovered by registered letter or by e-mail, giving a complete description of the alleged defects.
- 14.5 The guarantee of Smartfloor shall not apply if and to the extent that:
- a. no complaint has been made within the period set forth in paragraph 4 of this article;
 - b. Smartfloor has not immediately been given the opportunity to examine the complaint and to comply with its guarantee obligations
 - c. the client himself or a third party, without prior written permission from Smartfloor, has carried out repairs or other work on the goods or has had modifications or changes made to the goods or had them carried out
 - d. the defects are the result of normal wear and tear or of injudicious or incorrect handling, assembly, use, maintenance and/or storage of the goods;
 - e. the defects are (also) the result of natural (after) functioning of the goods;
 - f. should the Client itself take care or have taken care of the assembly of the goods purchased by the Client from Smartfloor or the performance of the activities and/or should that assembly or those activities take place on the express instructions of the Client
 - g. in the event that the defects are wholly or partially the result of any government regulation regarding the nature or the quality of the materials applied or the quality of the goods delivered
 - h. in the event that Smartfloor, in consultation with the client, supplies used material or materials or used goods delivered by Smartfloor in consultation with the client, the client has not fulfilled one or more of its obligations or has not done so on time or properly.
- 14.6 Smartfloor shall only provide the guarantee provided by its supplier for goods and/or parts obtained from third parties.
- 14.7 Smartfloor shall never be obliged to fulfil its obligations under the guarantee in so far as the costs arising therefrom are insofar as the costs arising therefrom are higher than the price agreed for the relevant delivery of goods/performance of work or assembly activities.

Article 15 Liability

- 15.1 The liability of Smartfloor pursuant to the contract shall be limited to fulfilment of the obligations described in the contract, in particular the guarantee obligations described in the preceding article.

- 15.2 The liability of Smartfloor shall never extend to trading losses or other indirect damage.
- 15.3 In respect of all persons and goods for the period that they are under the supervision and/or on the (company) premises of Smartfloor and/or on the premises where Smartfloor carries out work, the explicit stipulation is that Smartfloor is not liable for death physical and/or mental injury or any other injury whatsoever (as far as people are concerned) and for damage, theft, destruction, loss, destruction or any other damage whatsoever (as far as goods are concerned) under no circumstances shall Smartfloor be liable.
- 15.4 In all cases any possible obligation of Smartfloor to pay compensation shall be limited to an amount of € 500 per occurrence. Smartfloor's liability for damage to property of the Client or third parties shall be limited to repair and replacement costs to a maximum of € 500 per occurrence.
- 15.5 The Client shall notify Smartfloor in writing of any damage as referred to in the preceding paragraphs of this article as soon as possible, but no later than four weeks after its occurrence or after the moment at which it was discovered or reasonably could have been discovered, failing which any claims shall be forfeited.
- 15.6 The Client shall indemnify Smartfloor against claims from third parties for which Smartfloor is not liable under the contract and in particular under this article.
- 15.7 The limitations or exclusions of liability and indemnification stipulated for Smartfloor itself in the above paragraphs shall likewise be stipulated for and for the benefit of its subordinates and anyone else used by it within the scope of the agreement, as well as for and for the benefit of its subordinates and anyone else used by it within the scope of the agreement. Smartfloor is used by it in connection with the agreement, as well as for and on behalf of those from whom Smartfloor procures goods and/or parts, even in the event of intent or gross negligence. The Client shall not hold any of these persons liable.
- 15.8 The obligations of Smartfloor are limited to replacing or repairing the defective goods, without any other obligation to pay damages on our part, and without prejudice to statutory provisions in respect of product liability, we shall only be liable under agreements concluded by us for direct damages in the context of product liability.

Article 16 Force Majeure

- 16.1 Force majeure is to be understood as any circumstance beyond the control of Smartfloor, even if this could already be anticipated at the time the contract was concluded, which permanently or temporarily obstructs compliance with the contract, as well as, insofar as not already included, pandemics, war, danger of war, civil war, riots, strikes, lockouts, transport difficulties, fire, unworkable weather and other failures in the company of Smartfloor or its suppliers and furthermore non-delivery by the supplier to Smartfloor of materials and/or goods ordered by it.
- 16.2 In case the fulfilment of the agreement is prevented as a result of force majeure Smartfloor shall have the right, without legal intervention, either to suspend the execution of the suspend the performance of the contract for not more than three months, or to cancel the contract wholly or partially, without Smartfloor being liable to pay any damages.

Article 17 (Impending) Failure to Perform

- 17.1 In the cases mentioned in the Act, as well as should the client fail to meet any of his obligations arising from the contract, including the provisions of these General Terms and Conditions, or to do so properly or on time, or should there be any serious doubt as to whether the client is capable of meeting his contractual obligations towards Smartfloor, as well as in the event of bankruptcy, suspension of payments, full or partial shutting down, liquidation, transfer or encumbrance of the client's business, including the transfer or

pledging of a substantial part of his claims, and furthermore should any of his goods be seized beforehand or in execution, Smartfloor shall have the right, without notice of default or legal intervention being required, to dissolve the contract and to claim immediate payment of any outstanding amounts. Smartfloor shall be entitled, without notice of default or legal intervention being required, either to suspend performance of each of these agreements for a maximum of three months or to dissolve them in whole or in part, without being liable for any damages or guarantee and without prejudice to its other rights.

- 17.2 In the event of suspension or dissolution in accordance with the preceding paragraph of this Article the price agreed price shall become immediately due and payable, less any costs saved by Smartfloor as a result of the suspension. In the event of dissolution the Client shall furthermore be obliged, after payment of the amount due pursuant to the preceding paragraph, to take possession of the goods included therein, failing which Smartfloor shall be entitled to have these goods stored or sold for the account and risk of the Client

Article 18 General

- 18.1 If one or more provisions of the agreement, including the provisions of these provisions of these General Terms and Conditions, are null and void or become legally invalid, the remaining provisions of the Agreement shall otherwise remain in force. Parties shall consult on the provisions that are The parties shall consult on the provisions that are null and void or do not become legally valid, in order to reach a substitute arrangement that is as close as possible to the parties shall consult on the provisions that are null and void or become invalid, in order to reach a substitute arrangement that corresponds as closely as possible to the intention of the original arrangement.
- 18.2 If one or more provisions of the agreement, including these General Terms and Conditions, should be in conflict with mandatory provisions laid down or to be laid down by a competent authority, the latter provisions shall be deemed to have replaced the relevant provisions of the agreement.
- 18.3 In case of discrepancy between the English and the Dutch text of these general terms and conditions, the Dutch text shall prevail.

Article 19 Disputes and Applicable Law

- 19.1 All disputes related to the establishment, explanation, performance or termination of the agreement, or any further agreements resulting from it, resulting from it or related to it, shall be settled by the District Court Overijssel, location Almelo. The District Court Overijssel, location Almelo shall have jurisdiction to hear all disputes relating to the establishment, explanation, performance or termination of the agreement, or any further agreements resulting therefrom, resulting therefrom or related thereto.
- 19.2 The agreement, as well as all further agreements resulting from it, are the result thereof or are related thereto, shall be governed by the laws of the Netherlands, with the exception of the provisions of the Vienna Sales Convention or any The agreement, as well as all further agreements resulting from it, resulting from it or related to it, shall be governed by Dutch law, with the exception of the provisions of the Vienna Sales Convention or any future international regulation on the sale of movable and physical goods, the operation of which can be excluded by the parties.

March 2022