

General terms and conditions

Juli 2025 (translated version)

ARTICLE 1: DEFINITIONS

Documents: The advice, designs, analyses, communication statements, visual materials and other documents to be made or created by Trivec Paint and Eco, whether provided on paper or on other media. This definition includes all written and digital documents that are equivalent according to current technological standards and social views.

Trivec Paint and Eco: Trivec Paint en Eco B.V. located at Solcamastraat 25, 9262 ND in Sumar (the Netherlands) and registered with The Chamber of Commerce under the CoC number 87936976.

Other party: The client or purchaser or supplier.

Parties: Trivec Paint and Eco and the Other party jointly.

ARTICLE 2: APPLICABILITY

- These conditions apply to all offers and agreements of purchase and sale, as well as all assignments such as advice, designs, analyses, mediation, assembly and (installation) work of Trivec Paint and Eco.
- Deviating terms and conditions only form part of the agreement if both Parties have agreed in writing. The acceptance and retention of a quotation or order confirmation by the Other party shall be deemed to be agreement to these terms and conditions, unless otherwise agreed in writing. The inapplicability of part of a provision does not affect the validity of the remaining provisions.

ARTICLE 3: AGREEMENTS

Agreements are binding after written confirmation by Trivec Paint and Eco. Verbal agreements bind Trivec Paint and Eco only after written confirmation. Changes or additions to the general terms and conditions or the agreement are only binding after written confirmation by Trivec Paint and Eco.

ARTICLE 4: OFFERS

- All offers, quotations and price lists of Trivec Paint and Eco are non-binding, unless a period for acceptance is stated. If a non-binding offer is accepted by the Other party, Trivec Paint and Eco can revoke the offer within 2 working days.
- Brochures, examples, illustrations and descriptions in offers have been prepared as accurately as possible and are indicative. No rights can be derived from these, unless otherwise agreed in writing. Documents, examples, samples and models remain the property of Trivec Paint and Eco, may not be reproduced or shown to third parties without written permission and must be returned or destroyed at the first request of Trivec Paint and Eco.
- Trivec Paint and Eco may charge a fee for an offer, provided that the Other party is informed of this in advance in writing.
- Orders from the Other party must be accompanied by a clear, written description of the nature of the order. Changes to orders must be communicated in writing and are only binding after written confirmation by Trivec Paint and Eco.
- All costs that could not be foreseen at the time of quotation and that arise due to changes in orders or due to previously unforeseen additional installation work, materials used, transport and/or customs costs will be passed on to the Other party.

ARTICLE 5: ENGAGEMENT OF THIRD PARTIES

Trivec Paint and Eco may engage third parties for a proper execution of the agreement.

ARTICLE 6: OBLIGATIONS OF THE OTHER PARTY

- The Other party shall ensure that:
 - all necessary information is provided to Trivec Paint and Eco in a timely, complete and required form to adequately execute the agreement or order in the opinion of Trivec Paint and Eco;
 - information carriers, electronic files and software provided by it to Trivec Paint and Eco are free of viruses and defects;
 - Trivec Paint and Eco is given access at the agreed (working) times to the location(s) where the work is to be

- carried out that comply with legal safety requirements and other relevant government regulations;
 - the location(s) is suitable and free from surplus materials and Trivec Paint and Eco has access to necessary energy facilities, such as electricity, gas, water, etc. The energy costs are for the account of the Other party;
 - reasonably desired other facilities are available at location(s) at no cost to Trivec Paint and Eco;
 - he bears responsibility for loss or damage to equipment and materials of Trivec Paint and Eco at location(s) during the execution of the agreement;
 - he informs Trivec Paint and Eco in a timely manner if Trivec Paint and Eco cannot perform its work at the agreed time;
 - information provided are correct and complete and he indemnifies Trivec Paint and Eco for consequences arising from incorrect and/or incomplete information;
 - he promptly informs Trivec Paint and Eco about developments within his organisation that are relevant;
- If the Other party fails to fulfil its obligations in time, Trivec Paint and Eco may suspend the execution of the agreement. Costs caused by delay or additional work shall be borne by the Other party.

ARTICLE 7: CONFIDENTIAL INFORMATION

- The parties are obliged to keep the confidentiality of all confidential information they obtain in the context of the agreement, unless otherwise stipulated by law or court order.
- The parties shall take reasonable precautions to keep confidential information secret.
- Trivec Paint and Eco will return all information made available upon request by the Other party within 5 working days.
- Trivec Paint and Eco may publish anonymously about services and work performed, provided that the privacy of the Other party is maintained.

ARTICLE 8: RISK OF STORAGE OF INFORMATION

Trivec Paint and Eco ensures careful storage of data and information of the Other party. The Other party bears the risk for damage or loss, unless this is due to intent or deliberate recklessness of Trivec Paint and Eco.

ARTICLE 9: DELIVERY, DELIVERY PERIODS AND DEADLINES

- Delivery of goods and services and installation shall take place on the agreed dates.
- Stated deadlines are indicative unless otherwise agreed in writing.
- In case of non-timely fulfilment by Trivec Paint and Eco, the Other party must declare Trivec Paint and Eco in default in writing.
- Delivery in parts is possible and each delivery can be invoiced separately.
- The risk of the delivered goods shall pass to the Other party at the time of actual delivery.
- Delivery takes place ex Trivec Paint and Eco warehouse. Transport of ordered goods is at the risk of the Other party, unless agreed otherwise in writing.
- For orders below € 250.00, Trivec Paint and Eco may charge small order costs.
- If delivery or execution is not possible due to causes at the Other party, Trivec Paint and Eco may store the goods at the expense and risk of the Other party. Trivec Paint and Eco shall inform the Other party in writing and propose a reasonable period within which the Other party allows Trivec Paint and Eco to realise delivery and/or execution.
- If the Other party still fails to fulfil its obligations after the reasonable period set by Trivec Paint and Eco, the Other party will be in default after one month. Trivec Paint and Eco then has the right to dissolve the agreement in writing and immediately without prior notice or judicial intervention, and without being liable for damages. Trivec Paint and Eco may destroy the documents. This does not affect the obligation of the Other party to pay the price due and any storage and other costs.
- Trivec Paint and Eco may require advance payment or a guarantee before starting delivery or work.

Trivec Paint en Eco B.V.

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ARTICLE 10: EXPORTS AND IMPORTS

1. The Other party is responsible for compliance with all relevant customs and import regulations.
2. Trivec Paint and Eco is not liable for delays or costs due to non-compliance with these regulations by the Other party.
3. Transport costs and risks for the account of the Other party, unless otherwise agreed in writing.

ARTICLE 11: PROGRESS, EXECUTION OF AGREEMENT

1. Trivec Paint and Eco will start delivery or work after all necessary information has been received and any (instalment) payments have been made.
2. Trivec Paint and Eco is obliged to execute the agreement competently and carefully.
3. In case of delay due to causes beyond the control of Trivec Paint and Eco, additional costs may be charged to the Other party. For example, and not exclusively, due to incomplete information provided by the Other party. If the agreement proves to be impracticable, for example due to circumstances unknown to Trivec Paint and Eco or force majeure, Trivec Paint and Eco may claim modification of the agreement or - if this is impossible - demand full compensation for work already performed.
4. All expenses in the context of the execution of the agreement shall be borne by the Other party, unless otherwise agreed in writing.
5. Trivec Paint and Eco first delivers a draft version of the documents. The Other party checks it and gives prompt feedback. Trivec Paint and Eco adapts the draft if necessary. Another draft version can be delivered upon request. With the final version, Trivec Paint and Eco may ask for agreement by page or a signed statement. Use of the documents is only allowed after written agreement and receipt by Trivec Paint and Eco.

ARTICLE 12: PACKAGING

1. Not for single use packaging remains the property of Trivec Paint and Eco and may not be used for other purposes.
2. Trivec Paint and Eco may charge a deposit for packaging and is obliged to take it back, provided it is returned carriage paid, at the price paid by the Other party.
3. In the event of damage, loss or incompleteness of packaging, the right to reimbursement of deposit money is forfeited.

ARTICLE 13: ADDITIONAL AND LESS WORK

1. Additional and less work will be agreed verbally or in writing and confirmed in writing by Trivec Paint and Eco. Settlement of additional and less work takes place:
 - A. on final settlement, unless otherwise agreed;
 - B. in case of change in order and/or unforeseeable cost increases or decreases or deviations from offsettable quantities.

ARTICLE 14: COMPLETION, APPROVAL AND MAINTENANCE PERIOD

1. Trivec Paint and Eco will notify the Other party when the work is completed and ready for use.
2. The work is deemed delivered when it is ready for use and the Other party has checked and approved the work by signing the delivery document or the work order.
3. The work is also deemed completed when the Other party has put the work into use or within 2 weeks after notification of completion by Trivec Paint and Eco.
4. Work not yet performed or completed by third parties, not deployed by Trivec Paint and Eco, does not affect the readiness for use of the work completed by Trivec Paint and Eco.
5. Minor defects that can be repaired during the maintenance period do not prevent approval.
6. Trivec Paint and Eco is obliged to repair these minor defects as soon as possible.
7. The maintenance period is 30 days after delivery.
8. Trivec Paint and Eco will repair defects that come to light during this period and are at the risk of Trivec Paint and Eco as soon as possible.

ARTICLE 15: FEES, PRICES, COSTS AND INVOICING

1. The fee is calculated on the basis of hours spent and Trivec Paint and Eco's usual hourly rates, unless otherwise agreed.

2. Prices and hourly rates are exclusive of VAT and any costs such as travel, shipping and administration costs and/or invoices of third parties engaged.
3. In case of breach of appointments made, regardless of the agreed location, reserved times will be charged based on Trivec Paint and Eco's current hourly rates.
4. Breaches of appointments made includes not showing up or being present as well as cancelling or rescheduling within 24 hours before the appointment.
5. Trivec Paint and Eco invoices work performed on a monthly or quarterly basis, unless agreed otherwise.
6. In case of disagreement about hours spent or costs incurred, the time registration or the cost invoice of Trivec Paint and Eco is binding, subject to evidence to the contrary from the Other party.
7. Trivec Paint and Eco may, regardless of agreements made in the contract, pass on price increases in case of mandatory changes in wages, labour conditions or social security contributions and social insurance.
8. If a new price list is issued during the execution of the agreement, Trivec Paint and Eco may pass on the new prices to the Other party, unless otherwise agreed.
9. Trivec Paint and Eco may require full payment in advance or a deposit or down payment before the start of the job, unless otherwise agreed in writing.
10. Trivec Paint and Eco may request (additional) security for fulfilment of obligations, such as the right of (first) mortgage, surety, pledge and bank guarantee.

ARTICLE 16: COMPLAINTS AND RETURNS

1. The Other party checks the delivered goods and documents immediately upon receipt.
2. From first inspection reasonably detectable visible defects must be reported immediately to Trivec Paint and Eco, and confirmed in writing to Trivec Paint and Eco within 24 hours.
3. Other complaints must be reported in writing within 8 days of receipt. After this period, the documents and/or goods are deemed to have been delivered as agreed and complaints will no longer be accepted.
4. Technically unavoidable deviations of colours and properties cannot be claimed.
5. Complaints do not suspend a payment obligation.
6. Trivec Paint and Eco must be enabled to investigate the complaint. Return shipments are only allowed with the written consent of Trivec Paint and Eco and will be done in a way to be determined by Trivec Paint and Eco and in the original packaging.
7. Returns at the expense and risk of Trivec Paint and Eco are only possible if Trivec Paint and Eco has confirmed this in writing.
8. In the event of changes, modifications or damage made or caused by the Other party, any right to complain shall lapse.
9. Justified complaints will be dealt with according to Article 17.

ARTICLE 17: LIABILITY AND WARRANTY

1. Trivec Paint and Eco performs its duties as can be expected from a company in its line of business, but accepts no liability for damage, including death and injury damage, consequential damage, trading loss, loss of profits and/or stagnation damage caused by defective products or the acts or omissions of Trivec Paint and Eco, its staff or third parties it has hired, except to the extent of intent and/or deliberate recklessness.
2. Without prejudice to what is further stipulated in this article, Trivec Paint and Eco's liability is limited to the net price of the work performed or documents and/or items delivered and, in the case of agreements longer than 6 months, to the fee of the last 6 months.
3. Trivec Paint and Eco is never liable for more than the insured amount, insofar as the damage is covered by an insurance policy taken out by Trivec Paint and Eco.
4. In case of errors or defects in the delivered documents or work reported according to Article 16, Trivec Paint and Eco will repair or replace them free of charge.
5. Trivec Paint and Eco is not liable for delays caused by or consequences of untimely or incomplete delivery of data by the Other party.
6. The time limit for compensation is limited to 6 months from the time of determination.

7. The Other party loses rights and indemnifies Trivec Paint and Eco against claims of third parties if:
 - A. damage caused by improper use or contrary to Trivec Paint and Eco's instructions;
 - B. damages arise due to errors or incompleteness in data provided by the Other party;
 - C. damage occurs due to insufficient or incorrect information provided from the Other party;
 - D. damage caused by repairs or modifications made by the Other party or third parties without the written consent of Trivec Paint and Eco.
8. Trivec Paint and Eco offers a 12-month warranty on all products supplied, calculated from the date of delivery, unless otherwise stated by the manufacturer of the products supplied or the offer. This warranty covers only manufacturing defects and not normal wear and tear or damage caused by improper use. Maintenance and repairs outside the warranty period will be carried out at Trivec Paint and Eco's current rates.

ARTICLE 18: PAYMENT

1. Payment shall be made within 14 days of the invoice date, unless otherwise agreed in writing.
2. In case of late payment of the invoice:
 - A. the Other party will owe Trivec Paint and Eco default interest of 2% per month and extrajudicial costs of 15% of the principal amount, with a minimum of € 150.00. Parts of a month are hereby considered full months;
 - B. Trivec Paint and Eco has the right to charge € 20.00 for administration costs for each payment reminder, demand or other request for payment.
 - C. Trivec Paint and Eco may dissolve the agreement without notice or judicial intervention, whether or not combined with a claim for damages.
3. Trivec Paint and Eco may suspend delivery or work in case of non-timely payment or doubt about creditworthiness until payment has been made or sufficient guarantee for this has been provided.
4. Payments shall first be offset against interest and costs due, then against the oldest outstanding invoices, unless the Other party states in writing at the time of payment that it relates to a later invoice.
5. In the case of joint orders, the Other Parties are each jointly and severally liable for payment of the entire invoice.
6. The Other party waives set-off of counterclaims. This also applies if the Other party applies for a suspension of payments, or is declared bankrupt.

ARTICLE 19: INTELLECTUAL PROPERTY RIGHTS

1. Trivec Paint and Eco retains all existing and/or future intellectual property rights relating to designs, technologies and products provided by Trivec Paint and Eco or arising from or related to the agreement.
2. Exercise of these rights, both during and after the execution of the order, is exclusively reserved to Trivec Paint and Eco.
3. Trivec Paint and Eco may mark delivered goods and packaging with its company name and brand.
4. Use of intellectual property is only allowed after full payment of invoices arising from the agreement and for the agreed purposes, unless otherwise agreed in writing.
5. Use is for the Other party's own use only.
6. The Other party guarantees that provided data does not infringe any copyright or intellectual property rights of third parties and indemnifies Trivec Paint and Eco against any consequences that (may) arise from this.

ARTICLE 20: RETENTION OF TITLE

1. Trivec Paint and Eco retains ownership of delivered documents and goods until full payment of all claims from Trivec Paint and Eco has been made by the Other party.

2. If retention of title is invoked, the agreement is dissolved and Trivec Paint and Eco may claim compensation for damages suffered, lost profit and interest.
3. The Other party will inform Trivec Paint and Eco immediately and in writing if third parties claim rights on documents or items subject to retention of title under this Article.

ARTICLE 21: RIGHT OF RETENTION

Trivec Paint and Eco may suspend the issue of documents made by it for the execution of the agreement and data provided to it until the Other party has fulfilled all payment obligations.

ARTICLE 22: BANKRUPTCY, DISPOSITION, etc.

The agreement shall be dissolved without judicial intervention and without notice of default if the Other party goes bankrupt, applies for (provisional) suspension of payments, is affected by seizure, is placed under guardianship or receivership, or otherwise loses power of disposition or capacity to act, unless the guardian or receiver recognises the obligations as estate debt.

ARTICLE 23: FORCE MAJEURE

1. If Trivec Paint and Eco cannot fulfil its obligations or those of engaged third parties or suppliers due to force majeure or other unforeseen circumstances, Trivec Paint and Eco may dissolve the agreement or suspend its obligations for a reasonable period to be determined by it without any obligation to pay compensation.
2. In case of partial performance, the Other party must fulfil the obligations up to that point.
3. Force majeure includes, but is not limited to, war, riots, government measures, strikes, natural phenomena, disruption of currency relations, business disturbances, fire, accident or other occurrences, or threat of these circumstances, regardless of whether they occur at Trivec Paint and Eco, suppliers or engaged third parties.

ARTICLE 24: DISSOLUTION, CANCELLATION AND TERMINATION

1. The Other party waives the right to dissolution, unless mandatory legal provisions dictate otherwise.
2. However, the Other party does have the right to cancel or terminate the agreement according to what is stated in this article.
3. Cancellation means termination of the contract before performance has begun.
4. Termination means ending the contract after performance has started.
5. If the Other party cancels or terminates the agreement, it must pay compensation to Trivec Paint and Eco for all costs incurred, damages suffered and lost profits.
6. Trivec Paint and Eco can set these costs between 20% and 100% of the agreed price.
7. The Other party is responsible for the consequences of cancellation or termination and indemnifies Trivec Paint and Eco from claims of third parties.
8. Amounts previously paid by the Other party will not be refunded.

ARTICLE 25: APPLICABLE LAW/AUTHORISED COURT

1. The agreement is exclusively governed by Dutch law.
2. Disputes arising from this agreement shall first be resolved through reaching an amicable settlement. Should this fail, they will be settled under Dutch law.
3. The Vienna Commercial Code does not apply.
4. Goods law consequences of export retention of title are governed by the law most favourable to Trivec Paint and Eco.
5. Disputes will be settled by a Dutch court in the legal district where Trivec Paint and Eco is located, or at the option of Trivec Paint and Eco, by a court in the country of the Other party.

Note: These General Terms and Conditions is a translation from our leading Dutch version, the so called "Algemene voorwaarden".

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