

General Terms and Conditions of Trivec Paint & Eco B.V.
Solcamastraat 25, 9262 ND Sumar
Chamber of Commerce registration number for Friesland:
09041675

ARTICLE 1: DEFINITIONS

Documents: the advice, designs, analyses, etc. to be produced or to be made by Trivec Paint & Eco. This definition refers in particular to written documents. The "written documents" also include the works recorded on other media, such as on computer disks, CD-ROMs, floppy disks or any other data carrier. In writing or written: e-mail, fax or any other form of communication which can be deemed similar to this in accordance with the prior art and generally accepted standards.

Trivec Paint & Eco: Trivec Paint & Eco B.V., with its registered office at Solcamastraat 25, 9262 ND in Sumar. It is registered with the Dutch Chamber of Commerce under Chamber of Commerce number 09041675.

Other party: the client or buyer.

ARTICLE 2: APPLICABILITY

These terms and conditions apply to all offers and to all purchase and sale agreements, as well as all contracts for services, such as - but not limited to - all agreements to provide or produce advice, to make designs and analyses, to mediate as well as and/or to perform (installation) work of Trivec Paint & Eco B.V., currently trading as Trivec Paint & Eco, with its registered office in Sumar, hereinafter referred to as "Trivec Paint & Eco".

Other terms and conditions form part of the agreement entered into between the parties only if and insofar explicitly agreed by both parties in writing.

The acceptance of a quotation or confirmation of assignment by the other party without further comments - which quotation or confirmation of assignment refers to these terms and conditions - will be deemed as approval of the application thereof.

The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.

ARTICLE 3: AGREEMENTS

Agreements are binding subject to Trivec Paint & Eco's written confirmation. Verbal agreements will bind Trivec Paint & Eco only after they have been confirmed by Trivec Paint & Eco in writing. Supplements or changes to the general terms and conditions and/or other changes or supplements to the agreement are binding, subject to Trivec Paint & Eco's written confirmation.

ARTICLE 4: OFFERS

All quotations, offers, price lists, etc. of Trivec Paint & Eco are without obligation, unless they are subject to a term of acceptance.

If a quotation or an offer contains a proposal without obligation and it is accepted by the other party, Trivec Paint & Eco will be entitled to revoke the proposal within 2 working days of receiving the acceptance. Brochures shown and/or provided, examples of the documents, images and descriptions in offers,

samples, models, specifications of dimensions and measures and/or promotional material are as accurate as possible, but are only indicative. No rights can be derived from them, unless explicitly agreed otherwise by the parties in writing. The documents, samples and models referred to in the previous paragraph of this article remain the property of Trivec Paint & Eco at all times, unless explicitly agreed otherwise by the parties in writing.

They must be returned upon Trivec Paint & Eco's demand. It is not allowed to multiply them or disclose them to third parties without Trivec Paint & Eco's explicit approval. Trivec Paint & Eco has the right to charge the costs associated with the offer or quotation to the other party, provided it has informed the other party of these costs in writing in advance. Instructions from the other party must include a clear, written description of the nature of the instruction. Changes to an instruction that has been given in writing must also be made in writing and be accompanied by a clear description of the changes. Changes are only binding for Trivec Paint & Eco if they have been confirmed by it in writing.

All costs that could not be foreseen in the quotation and that arise because the other party makes changes to the order will be passed on to the other party.

ARTICLE 5: ENGAGEMENT OF THIRD PARTIES

If and to the extent required for the proper performance of the agreement, Trivec Paint & Eco is entitled to engage third parties for certain work or deliveries.

ARTICLE 6: OBLIGATIONS OF THE OTHER PARTY

The other party must ensure that:

A. all information needed by Trivec Paint & Eco - in its opinion - for the adequate performance of the agreement is provided to Trivec Paint & Eco in a timely manner, completely and in the form desired by Trivec Paint & Eco;

B. the data carriers, electronic files, software, etc. made available to Trivec Paint & Eco are free from viruses and/or faults;

C. Trivec Paint & Eco is given access to the location(s) where the work must be performed at the (working) times announced in advance. The location(s) must meet the statutory safety requirements and other relevant government regulations;

D. the location(s) where the work is to be performed is or are free of excess materials, etc.; Trivec Paint & Eco can use connections for any required energy, such as electricity, gas, water, etc. The energy costs are payable by the other party;

E. at the location of the other party or the location it has designated, where Trivec Paint & Eco and/or the third parties engaged by Trivec Paint & Eco must perform the work, the other facilities reasonably desired by Trivec Paint & Eco and/or the aforementioned third parties are available, without

this resulting in any costs for them;
F. the place where equipment, materials, etc. of Trivec Paint & Eco must be stored or kept (temporarily or otherwise) is such that damage or theft in any form whatsoever is not possible;

G. Trivec Paint & Eco, within a reasonable term and before the date on which the work was to commence in accordance with the agreement, is notified if it cannot start its work at the agreed time;

H. the other party will ensure that the data to be provided is correct and complete. The other party indemnifies Trivec Paint & Eco against consequences arising from incorrect and/or incomplete data;

I. the other party will be liable for the loss of and/or damage to the equipment, materials, etc. stored with the other party by Trivec Paint & Eco during the performance of the agreement;

J. the other party will inform Trivec Paint & Eco in a timely manner about developments that are going on within its organisation and which are or may be relevant for the performance of the instruction and the possible awarding of additional and/or new instructions;

K. if the obligations referred to in this article are not fulfilled in time, Trivec Paint & Eco will be entitled to suspend the performance of the agreement until the other party *has* fulfilled its obligations. The costs in connection with delays and/or the costs for performing additional work will be at the expense of the other party.

ARTICLE 7: CONFIDENTIAL INFORMATION

The parties are mutually obliged to observe confidentiality regarding the information they obtained within the framework of the performance of the agreement and of which they are aware and/or of which they can or could presume that this information is or was to be treated confidentially. All this unless either party is obliged to disclose this information to any third party by virtue of the legislation and/or court decision and this party is unable to rely on a legal or court-approved right of non-disclosure.

Either party will take all reasonable precautionary measures to protect the confidentiality of information received from the other party.

The parties guarantee that their staff and other persons who, under their supervision, are in any way involved in the performance of the agreement, will observe the duty of confidentiality referred to in this article.

Trivec Paint & Eco undertakes to return all software, data carriers and information made available by the other party without delay and immediately and unconditionally within 5 working days of the other party requesting this.

Trivec Paint & Eco is permitted to publish about the services and activities performed by it, as well as to reuse methods, (partial) analyses, etc., provided this is done anonymously and in such a way that the privacy of the other party is guaranteed.

ARTICLE 8: RISK OF INFORMATION STORAGE

Trivec Paint & Eco undertakes to ensure careful storage of the data or information originating from the

other party. Barring proof to the contrary, Trivec Paint & Eco is deemed to have complied with this obligation. The other party bears the risk with regard to damage or loss of the data or information stored with Trivec Paint & Eco or third parties, unless the damage or loss is due to intent and/or wilful recklessness on the part of Trivec Paint & Eco, its management and/or managerial staff.

ARTICLE 9: DELIVERY, COMPLETION AND DELIVERY TIMES

The stated periods within which the documents or goods must have been delivered or the work must have been performed can never be deemed as a final deadline, unless explicitly agreed otherwise by the parties in writing.

If Trivec Paint & Eco fails to fulfil its obligations by virtue of the agreement, or if it fails to do so in time, it must be given written notice of default.

In the case of partial deliveries, each completion, delivery or phase will be deemed a separate transaction and can be invoiced by Trivec Paint & Eco per transaction.

The risk regarding the documents delivered is transferred to the other party the moment they are placed under the actual control of the other party or a third party designated by the other party.

Goods are delivered ex warehouse Trivec Paint & Eco. Goods ordered will be dispatched or transported in a way to be stipulated by Trivec Paint & Eco but at the risk of the other party.

Trivec Paint & Eco is entitled to charge costs to the other party for orders with a total value of less than €250.00.

If it proves impossible to deliver the documents or the goods to the other party or to perform the work to be carried out, due to a cause within the scope of the other party, Trivec Paint & Eco reserves the right to store the documents or the goods or the materials purchased for the work at the expense and risk of the other party.

Trivec Paint & Eco will inform the other party in writing of the storage carried out and/or the impediment in the performance of the work to be carried out, and also set a reasonable term within which the other party must enable Trivec Paint & Eco to resume the work and/or deliver the documents or goods.

If after expiry of the reasonable term given by Trivec Paint & Eco as referred to in the previous paragraph of this article, the other party continues to fail to fulfil its obligations, the other party, following the sole expiry of 1 (one) month from the date of storage or the impediment in the performance of the work to be carried out, will remain in default, in which instance Trivec Paint & Eco, without prior notice being required, without judicial intervention and without being obliged to reimburse damages, costs and interests, will have the right to partially or fully dissolve the agreement with immediate effect, in writing. Trivec Paint & Eco is in that case authorised to destroy the documents.

The foregoing does not affect the obligation of the other party to pay the stipulated or payable price, as well as any storage and/or other costs.

Within the framework of the financial obligations of the other party, Trivec Paint & Eco is entitled to demand payment in advance or security from the other party, prior to making the delivery or starting the work to be carried out.

ARTICLE 10: PROGRESS, PERFORMANCE OF THE AGREEMENT

Trivec Paint & Eco cannot be obliged to commence the delivery of the documents or the performance of the work until all necessary information is in its possession and it has received any agreed payment or instalment. In the event of any delays caused in relation to this, the stated delivery periods will be adjusted proportionally.

Trivec Paint & Eco is obliged to perform the agreement professionally and with due care.

If the deliveries or the work cannot take place normally or without interruption due to causes beyond the fault of Trivec Paint & Eco, for example - but not exclusively - due to incomplete provision of data or otherwise, Trivec Paint & Eco is entitled to charge the resulting costs to the other party. If, during the performance of the agreement, it appears that it cannot be performed, either as a result of circumstances unknown to Trivec Paint & Eco, or due to any force majeure, Trivec Paint & Eco has the right to demand that the agreement be amended in such a way that it can be performed, except when this will never be possible due to the unknown circumstances or force majeure. In that case, Trivec Paint & Eco is entitled to full compensation for the work or deliveries already performed by Trivec Paint & Eco.

All expenses incurred by Trivec Paint & Eco within the framework of performing the agreement due to requests of the other party will be entirely at the expense of the latter, unless explicitly agreed otherwise by the parties in writing.

If Trivec Paint & Eco first sends the other party a draft version with regard to the documents to be produced, the other party will check this draft version and make its comments and/or remarks known to Trivec Paint & Eco as soon as possible. If necessary, Trivec Paint & Eco will amend the draft version.

At the explicit request of the other party, a draft version will be provided again. When handing over or sending the final version of the produced documents, Trivec Paint & Eco has the right to request the other party to initial one copy per page for approval or to sign a statement regarding the delivery of the agreed final version for approval. If Trivec Paint & Eco has requested the other party in writing to sign a statement of agreement - regardless of how - the use of the produced documents is only permitted after the written agreement has been received by Trivec Paint & Eco.

ARTICLE 11: PACKAGING

Non-disposable packaging in which goods are delivered remain the property of Trivec Paint & Eco

and must not be used by the other party for purposes other than their intended purpose.

Trivec Paint & Eco is entitled to charge the other party a deposit for this packaging.

Trivec Paint & Eco is obliged to accept this packaging when returned, provided it is carriage paid, at the price charged to the other party, during a predefined period after the date of delivery to be set by Trivec Paint & Eco. If the packaging has become damaged or is incomplete or lost, the other party will be liable for this damage and its right to the deposit being returned lapses.

If proven necessary (at Trivec Paint & Eco's discretion), the other party will be charged the cost price of the packaging, which will not be accepted when returned.

ARTICLE 12: CONTRACT VARIATIONS

Contract variations must be agreed on between Trivec Paint & Eco and the other party in writing. Verbally agreed contract variations must be confirmed in writing by Trivec Paint & Eco. Contract variations are settled:

- A.** in the event of changes to the original instruction.
- B.** in the event of unforeseeable cost increases or decreases and deviations from deductible and/or estimated quantities; in cases as stipulated in these terms and conditions.
- C.** as a lump-sum payment with the final settlement, unless the parties have explicitly agreed otherwise in writing.

If the total amount of the contract reductions exceeds that of the contract extras, Trivec Paint & Eco is entitled to compensation of 15% of the excess amount of the contract reductions.

ARTICLE 13: DELIVERY, APPROVAL AND DEFECTS LIABILITY PERIOD

If the agreement (also) concerns the performance of work, Trivec Paint & Eco is obliged to notify the other party that the agreed work has been completed and that the result is ready for use.

The work is deemed to have been delivered if it has been made available to the other party ready for use, the other party has checked the work and the delivery statement or work order has been signed for approval by the other party.

The work is also deemed to have been delivered if the other party has taken the work into use - insofar as possible - or has not complained to Trivec Paint & Eco within a period of 2 weeks after the aforementioned notification that the work is completed and ready for use.

Activities of third parties that have not yet been performed or have not yet been completed, which affect proper use of the work, do not affect the readiness for use of the work performed by Trivec Paint & Eco and agreed on with the other party.

Minor defects, which can be properly repaired during the defects liability period, should not be reason to deny approval, provided it does not impede possible putting into use.

Trivec Paint & Eco is obliged to repair the minor defects referred to in paragraph 5 of this article as soon as possible.

The defects liability period amounts to 30 days and commences immediately after the day on which the work is deemed to have been delivered in accordance with paragraph 2 or 3 of this article.

Trivec Paint & Eco is obliged to repair as soon as possible defects which become apparent during the defects liability period and which are at its risk.

ARTICLE 14: FEE, PRICES, COSTS AND EXPENSE CLAIMS

Unless explicitly otherwise agreed on by the parties in writing, the amount charged as a fee to the other party is calculated on the basis of the time spent, applying the usual hourly rates of Trivec Paint & Eco. The prices or hourly rates applied by Trivec Paint & Eco, as well as prices or hourly rates stated in offers, quotations, price lists etc., are exclusive of VAT and possible costs. These costs may include, but are not limited to, travelling expenses, shipping costs, administrative costs and expense claims of third parties engaged.

If an appointment made - which includes, for example, a scheduled meeting at the offices of Trivec Paint & Eco or the other party - is not fulfilled or not fulfilled in time, the time reserved for this will be charged to the other party on the basis of Trivec Paint & Eco's usual hourly rates.

Late fulfilment includes, among other things, cancelling or rescheduling an appointment less than 24 hours in advance.

After termination of a (partial) task, Trivec Paint & Eco will send the other party an invoice for the work performed once a month or once a quarter, unless the parties have explicitly agreed otherwise in writing.

In the event of disagreement about the number of hours spent and/or charged, Trivec Paint & Eco's time records are binding. All this is subject to evidence to the contrary on the part of the other party.

If between the date the agreement is concluded and the performance thereof the government and/or trade unions make changes to wages, the terms and conditions of employment, social insurances etc., Trivec Paint & Eco will be entitled to pass on these increments to the other party.

If between the aforementioned dates, a new price list is issued by Trivec Paint & Eco and/or suppliers and comes into effect, Trivec Paint & Eco will be entitled to charge the other party the prices referred to therein.

ARTICLE 15: COMPLAINTS AND RETURN SHIPMENTS

Immediately upon taking delivery of the documents or goods, the other party is obliged to inspect the consignment.

If the other party detects visible defects, errors, imperfections and/or shortcomings that it can reasonably detect during a first inspection of the documents or the goods, this must be noted on the consignment note or the accompanying receipt and

announced to Trivec Paint & Eco immediately, or (if it concerns the documents) the other party must inform Trivec Paint & Eco of this within 24 hours, followed by an immediate written confirmation thereof to Trivec Paint & Eco. Other complaints must be submitted to Trivec Paint & Eco by registered letter, within 8 days of receiving the documents or goods.

If no complaints as referred to above have been received by Trivec Paint & Eco within the terms mentioned, the documents or goods are deemed to have been delivered in accordance with the agreement.

No complaints can be made with regard to technically unavoidable deviations in colours and properties.

Complaints do not suspend the other party's payment obligation.

Trivec Paint & Eco must be given the opportunity to investigate the complaint. If for the purpose of investigating the complaint the documents or goods must be returned, transport will be at the expense and risk of Trivec Paint & Eco, subject to the explicit prior, written approval of Trivec Paint & Eco.

In all cases, goods are returned in a manner to be determined by Trivec Paint & Eco, in the original packaging.

If following delivery by or on behalf of Trivec Paint & Eco, the nature and/or composition of the documents or goods has changed, fully or partially treated or processed, damaged or re-packed, any right of complaint lapses.

In the event the complaint is upheld, the damage will be settled in accordance with the provisions of Article 16.

ARTICLE 16: LIABILITY AND WARRANTY

Trivec Paint & Eco discharges its duties as may be expected from a company in its sector, yet does not accept any liability for damage, including loss of dependency and personal injury, consequential damage, trading loss, loss of profits and/or damage caused by interruptions, which is the result of acts or omissions by Trivec Paint & Eco, its personnel or third parties engaged by it, except insofar as it concerns intention or wilful recklessness by Trivec Paint & Eco, its management and/or its managerial staff.

Without prejudice to the provisions of the other paragraphs of this article, Trivec Paint & Eco's liability - on whichever ground - will be limited to the sum of the net price of the work performed or the documents and/or goods delivered.

In derogation from the provisions of paragraph 2 of this article, liability for an agreement or instruction that exceeds a term of 6 months is further limited to the part of the fee payable for the last 6 months.

Without prejudice to the provisions of the previous paragraphs of this article, Trivec Paint & Eco will never be liable to pay compensation which exceeds the sum insured, insofar the damage is covered by insurance taken out by Trivec Paint & Eco.

If errors, imperfections and/or defects occur in the documents or goods delivered and/or the work performed and these have been reported to Trivec Paint & Eco by the other party in accordance with the

provisions of Article 14, Trivec Paint & Eco undertakes to remedy or replace those documents or goods and/or the result of the work free of charge.

In the event of late and/or incomplete delivery of data by the other party, Trivec Paint & Eco accepts no liability for the timely and complete processing of the data, nor for the consequences thereof for the other party.

The term within which compensation of the established damage can be claimed from Trivec Paint & Eco is in all cases limited to 6 months from the moment on which it was determined that compensation was payable.

The other party loses all its rights towards Trivec Paint & Eco, is liable for all damage and indemnifies Trivec Paint & Eco against any third-party claims for compensation, if and insofar as:

A. the aforementioned damage was caused by incompetent use and/or use of the goods contrary to the instructions or recommendations of Trivec Paint & Eco, or the result of the work performed by the other party;

B. the aforementioned damage was caused by errors, incompleteness and/or inaccuracies in the data, materials, information carriers etc. provided and/or prescribed to Trivec Paint & Eco by or on behalf of the other party (including documents, etc. of third parties);

C. the aforementioned damage has arisen because the other party has provided insufficient or incorrect information to Trivec Paint & Eco and Trivec Paint & Eco has based the documents or goods to be delivered and/or carried out the work to be performed on basis of the aforementioned information;

D. the aforementioned damage was caused because the other party itself or a third party has carried out operations or work on the delivered goods on the instructions of the other party, without the prior written consent of Trivec Paint & Eco.

ARTICLE 17: PAYMENT

Payment must be effected within 14 days of the invoice date, unless explicitly agreed otherwise by the parties in writing. If an invoice has not been paid in full after the expiry of the term referred to in paragraph 1 of this article:

A. the other party will owe Trivec Paint & Eco a cumulative default interest of 2% per month of the principal sum. Parts of a month are regarded as full months in this case; after being summoned to do so by Trivec Paint & Eco, the other party will owe a minimum of 15% of the sum of the principal sum and the default interest, with an absolute minimum of €150.00 with regard to extrajudicial costs;

B. Trivec Paint & Eco will be entitled to charge the other party an amount of at least €20.00 in administration costs for each payment reminder, demand etc. sent to the other party. Trivec Paint & Eco will state this in the agreement and/or the invoice.

In any of the above or similar situations, the agreement can be partially or fully dissolved, whether or not in combination with a claim for compensation,

which will be at the discretion of Trivec Paint & Eco, without any further notice of default or judicial intervention being required.

If the other party has failed to fulfil its payment obligations in time, Trivec Paint & Eco will be entitled to suspend the fulfilment of the obligation towards the other party to deliver and/or perform work, until payment has been effected or adequate security has been provided for this. The same applies prior to being in default, if Trivec Paint & Eco has reasonable grounds to doubt the creditworthiness of the other party.

Each payment made by the other party will be allocated to any outstanding interest and costs and is subsequently allocated to invoices due and payable which have been outstanding longest, unless the other party explicitly states with the payment in writing that the payment must be allocated to an invoice of a later date.

In the case of a jointly issued instruction, the other parties are jointly and severally liable for payment of the full amount of the invoice.

If the other party, for whichever reason, has and/or will have one or more counter-claims against Trivec Paint & Eco, the other party will surrender the right to set-off with regard to this claim or these claims. The right to set-off will also be surrendered if the other party has applied for a moratorium or has been declared bankrupt.

ARTICLE 18: INTELLECTUAL PROPERTY RIGHTS

Trivec Paint & Eco is and remains entitled to all existing and/or future intellectual property rights ensuing from or arising during or related to the (performance of the) agreement.

Exercising the rights referred to in the previous paragraph of this article – publication or transfer of data included – will be explicitly and exclusively reserved to Trivec Paint & Eco both during and after the performance of the instruction.

Trivec Paint & Eco is entitled to provide the goods and/or packaging it provides with its company name and brand.

Only after payment of the amount owed to Trivec Paint & Eco as a result of an agreement concluded, the other party will have a right of use with regard to the foregoing, unless the parties have explicitly agreed otherwise in writing.

If the other party obtains a right of use, this only applies to its own use, as a result of which the other party is not entitled to use it other than for its own use, reproduction, publication or otherwise making it known to third parties.

By providing information to Trivec Paint & Eco, the other party declares that no copyright or any other intellectual property right of third parties has been infringed and it indemnifies Trivec Paint & Eco - in and out of court - against all consequences, both financial and otherwise, that may arise from this.

ARTICLE 19: RETENTION OF TITLE

Trivec Paint & Eco retains ownership of the documents or goods delivered and to be delivered until the other

party has fulfilled its related payment obligations towards Trivec Paint & Eco, for whatever reason. Those payment obligations consist of payment of the agreed price or the fee agreed in this respect, increased by any claims with regard to the work performed in relation to the delivery, and increased with any claims for compensation due to the other party failing to fulfil its obligations. If Trivec Paint & Eco claims retention of title, the agreement concluded in that respect will be deemed dissolved, without prejudice to Trivec Paint & Eco's right to claim compensation for damage, lost profit and interest. The other party is obliged to immediately notify Trivec Paint & Eco in writing when third parties lay claim to the documents or goods which, by virtue of this article, are subject to retention of title.

ARTICLE 20: RIGHT OF RETENTION

Trivec Paint & Eco is authorised to suspend the delivery of the documents it has produced for the other party in connection with the performance of the agreement, as well as the return of all data, information carriers, etc., provided to Trivec Paint & Eco by the other party, until the claims in respect of the related instruction to Trivec Paint & Eco will have been fulfilled by the other party.

ARTICLE 21: BANKRUPTCY, POWER OF DISPOSITION, etc.

Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the other party and Trivec Paint & Eco will be dissolved, without any further notice of default or judicial intervention being required, the moment the other party is declared bankrupt, applies for a (provisional) moratorium, is subject to attachment, is placed under guardianship or control of an administrator or loses its power of disposition or legal capacity with regard to its assets, or parts thereof, unless the guardian or administrator acknowledges the obligations by virtue of the agreement as estate debts.

ARTICLE 22: FORCE MAJEURE

If compliance with that which Trivec Paint & Eco is obliged to by virtue of the agreement concluded with the other party is not possible and such cannot be attributed to non-compliance on the part of Trivec Paint & Eco or on the part of third parties or suppliers engaged for the performance of the agreement and/or Trivec Paint & Eco is able to rely on other serious reasons, Trivec Paint & Eco will be entitled to dissolve the agreement concluded between the parties and/or to suspend its obligations towards the other party for a reasonable period to be set by the other party, without being obliged to pay any compensation. If the aforementioned situation occurs when the agreement has been partially performed, the other party is obliged to fulfil its obligations towards Trivec Paint & Eco up to that time. Circumstances taken to mean non-attributable failure to comply include war, riots, mobilisation, national and international disturbances, government

measures, strikes and lockouts by workers or the threat thereof and similar circumstances; disturbances in the exchange rate as it was at the time the agreement was concluded; business interruptions due to fire, accidents or other events and natural phenomena, all this irrespective of whether the late or non-compliance occurs on the part of Trivec Paint & Eco, its suppliers or third parties engaged by Trivec Paint & Eco for the performance of the agreement.

ARTICLE 23: DISSOLUTION, CANCELLATION/TERMINATION

The other party surrenders all rights to dissolve the agreement by virtue of Section 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory provisions dictate otherwise.

All this applies subject to the right to cancel or terminate the agreement pursuant to this article.

In the context of these general terms and conditions, cancellation is understood to mean the termination of the agreement by one of the parties before the start of the performance of the agreement.

In the context of these general terms and conditions, termination is understood to mean the termination of the agreement by one of the parties after the performance of the agreement has commenced.

If the other party terminates or cancels the agreement, it will owe Trivec Paint & Eco a fee to be determined by Trivec Paint & Eco.

The other party is obliged to compensate Trivec Paint & Eco for all costs, damage and loss of profit.

Trivec Paint & Eco is entitled to fix the aforementioned compensation and, at its discretion and depending on the work already performed or deliveries already made, charge the other party between 20 and 100% of the agreed price.

The other party will be liable towards third parties for consequences of the cancellation and indemnifies Trivec Paint & Eco in that respect.

Any payments made by the other party will not be refunded.

ARTICLE 24: APPLICABLE LAW/COMPETENT COURT

The agreement concluded between Trivec Paint & Eco and the other party is governed exclusively by Dutch law.

Any disputes arising from this agreement will also be resolved according to Dutch law.

The Vienna Sales Convention does not apply.

In derogation from the provisions of paragraph 1 of this article, the property-law consequences of retention to title on goods intended for export, if the legal system of that country and/or state of destination of the goods is more favourable to Trivec Paint & Eco, will be governed by that law.

Any disputes will be settled by a Dutch court, although Trivec Paint & Eco is entitled to bring a case before the court that has jurisdiction in the place where Trivec Paint & Eco has its registered office.

With regard to disputes arising from the agreement concluded with another party that has its registered

office outside the Netherlands, Trivec Paint & Eco will be entitled to act in accordance with the provisions of paragraph 3 of this article, or - at its discretion - to bring the matter before the competent court in the country or state where the other party has its registered office.

Date: January 2023