
TERRATORIUM^o

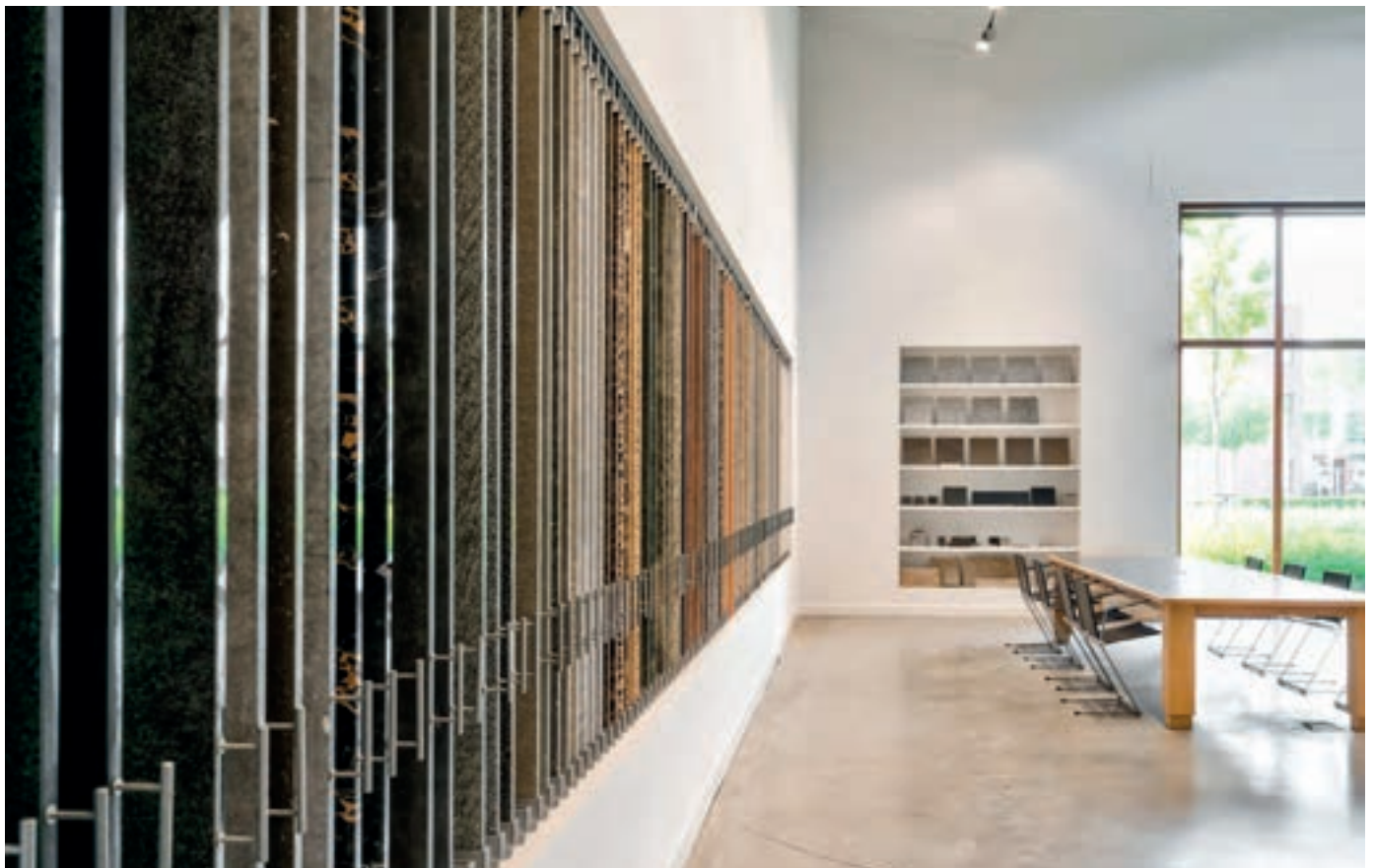


GENERAL CONDITIONS

Welcome to Terratorium! We want everything to be clear for you, which is why we have outlined our terms and conditions. No complicated legal language, just clear agreements.

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WHAT DO THE DIFFERENT TERMS MEAN?

- 1.1 You (The Client):** That's you, the person who asks us to create or deliver something wonderful.
- 1.2 We (Terratorium):** That's us, the Terratorium team and the companies we work with, such as Kolen Group.
- 1.3 Agreement:** This is our contract in which we define what we are going to do or deliver for you.
- 1.4 General Terms:** This text outlines the basic rules of our collaboration.
- 1.5 Work:** Everything we do or deliver for you, including any design work if that has been agreed upon.

.2 WHEN ARE THESE TERMS APPLICABLE?

- 2.1 What do these terms apply to?** These terms apply to everything we agree upon with you, all quotes we provide, and all services we deliver, both verbally and in writing.
- 2.2 Who can use these terms?** Our employees can also invoke these terms.
- 2.3 And what if you have your own terms?** Do you have your own terms? Then they only apply if we explicitly agree on that together.
- 2.4 What if a part is not valid?** If any part of these terms is found to be invalid, the other parts will remain in effect.
- 2.5 What if we are flexible sometimes?** Even if we are a bit more flexible in certain situations, the terms will still apply to future situations.

.3 HOW DO QUOTES AND OFFERS WORK?

- 3.1 What does a quote entail?** The quotes we send you are non-binding and valid for thirty days. After that period, you should check if everything is still the same.
- 3.2 Can we withdraw a quote?** Yes, we can withdraw a quote, even within those thirty days, without needing to provide a reason.
- 3.3 What happens to the documents?** All documents, such as drawings and descriptions, that we provide with the quote are our property. You may not use or share them without our permission.
- 3.4 What if you do not accept the quote?** If you do not accept our quote, please return all documents neatly. We may request compensation for the work we have already completed.

.4 HOW IS AN AGREEMENT ESTABLISHED?

- 4.1 When is there an agreement?** An agreement is established as soon as we have received your written approval or when we start the work.
- 4.2 What if something is still missing?** We will only begin the work once we have received everything from you, including the necessary documents and the initial payment.

.5 WHAT DO WE EXPECT FROM YOU?

- 5.1 How can you help us?** Ensure that we can do our work during normal working hours and under safe conditions.
- 5.2 How do you ensure the work area?** Make sure the site where we are working is ready on time, so we can start without delay.
- 5.3 What if there are other activities?** If there are other works or deliveries by others, ensure that we are not hindered by them.
- 5.4 Who carries the risk?** You are responsible for the quality of the materials and instructions you provide to us, as well as for any damage that occurs due to errors by third parties you have engaged.

.6 WHAT ARE OUR OBLIGATIONS?

6.1 What insurance do we have? We are well insured, with a liability insurance of at least €1,000,000 per incident.

6.2 Would you like to view the policy? Feel free to ask, and we will show you the policy.

6.3 Do we follow the rules? Yes, we adhere to all relevant regulations. If those change during the process, we will account for that as additional work.

6.4 Can we subcontract work? Sometimes we subcontract work or hire additional personnel. That is always permitted.

6.5 What if the work is done in phases? For phased work, we will wait for you to provide written approval of the previous phase before proceeding to the next one.

.7 WHAT IF THERE ARE CHANGES?

7.1 How do we account for additional work? We account for additional work after the completion of the relevant task. Reductions in work will be settled during the final billing.

7.2 What is accounted for? Changes in the work, specifications, or estimated quantities will be accounted for as additional or reduced work.

7.3 What if there is reduced work? If there is reduced work, we are entitled to at least 15% of the difference between the original and the adjusted contract amount.

7.4 What if there is no written order for additional work? Even without a written order, our right to account for additional work remains.

7.5 What if there are discrepancies? If there are discrepancies in measurements or the condition of existing work, we are entitled to compensation for the extra costs.

.8 WHAT IF COSTS RISE DUE TO UNFORESEEN CIRCUMSTANCES?

8.1 What happens if costs increase? We will inform you as soon as possible if there are unforeseen circumstances that increase costs. These costs will then be accounted for as additional work.

.9 WHAT DO WE DO IN CASE OF FORCE MAJEURE?

9.1 What is force majeure? Force majeure refers to circumstances beyond our control. In cases of force majeure, we can temporarily suspend or terminate the performance of the agreement without being liable for damages.

9.2 What are examples of force majeure? Examples include issues such as delivery problems, fires, or import bans.

.10 WHAT HAPPENS AT DELIVERY?

10.1 When is the work completed? We will do our best to finish the work on time, but the agreed date is not a strict deadline.

10.2 What if we are delayed? If we are delayed due to circumstances beyond our control, the additional costs will be accounted for as extra work.

10.3 How do we know that the work is delivered? The work is considered delivered when:

- We inform you that it is ready, and you have inspected and approved it.
- You do not respond within eight days.
- You start using the work (or part of it).

10.4 What if there are minor defects? Minor defects that do not hinder use are not a reason to reject the work.

10.5 Who bears the risk after delivery? After delivery, we are no longer responsible for defects that you could have discovered earlier. The risk then transfers to you.

.11 WHAT IF YOU OR WE WANT TO TERMINATE THE AGREEMENT?

11.1 Can you suspend your obligations? You may never suspend or offset your obligations to us.

11.2 What do we do in case of your non-compliance? We may suspend our obligations and offset against what you or affiliated parties owe us.

11.3 What if you terminate the agreement? If you terminate, we will compensate for the costs incurred and any damages. Our calculation of these costs is binding, unless you can prove otherwise.

11.4 What if you go bankrupt? In the event of bankruptcy or suspension of payments, you are automatically in default.

11.5 When can we terminate the agreement? In those cases, we may terminate the agreement. All incurred costs must then be reimbursed.

.12 WHAT ABOUT PAYMENT SECURITY?

12.1 Can we request security? Yes, we can always ask you for appropriate security for the payment of your obligations.

12.2 What if you do not provide security? As long as you do not provide security, we may suspend our work.

12.3 What if you continue to default? After two weeks without security, we may terminate the agreement.

.13 WHAT ARE THE ARRANGEMENTS REGARDING PRICES AND PAYMENT?

13.1 How are the prices calculated? All prices are exclusive of VAT and in euros, unless stated otherwise.

13.2 What if costs increase? If our costs increase due to more expensive materials, we may adjust the prices.

13.3 How do we invoice work on a time and materials basis? Work on a time and materials basis will be invoiced based on the actual hours and materials used.

13.4 When should you pay? Invoices must be paid within 14 days.

13.5 Can we invoice in installments? Yes, we can invoice in installments and send advance invoices.

13.6 What if you disagree with an invoice? You must raise any objections within seven days of receiving the invoice; otherwise, it will be deemed approved.

13.7 What if you are late with payment? If payment is late, you will automatically be in default, and we will charge interest and collection costs.

.14 WHAT HAPPENS TO OUR PROPERTY?

14.1 When do the materials become yours? We remain the owner of the materials we supply until you have paid for everything. If a part is no longer our property, you must reimburse us for any outstanding invoices.

.15 WHAT HAPPENS TO INTELLECTUAL PROPERTY?

15.1 Who retains the rights? We retain all intellectual property rights to designs and documents we create.

15.2 What if we request the return of documents? If we request that, please return the documents immediately.

15.3 What if you want to share the information? You may not share the information without our permission. In case of violation, we may demand a penalty of €25,000, in addition to damages.

.16 WHAT WITH THE SAMPLES AND MODELS?

16.1 Are samples binding? The samples or models shown are for illustration purposes. The final product may differ slightly.

.17 WHAT WITH WARRANTY?

17.1 What do we do in case of defects? We will repair defects that become visible within six months after delivery at no cost.

17.2 What does the warranty cover? The warranty covers defects under normal use and does not apply to errors due to misuse or inadequate maintenance.

17.3 How should you report a defect? Report a defect immediately in writing.

17.4 What if a complaint is unfounded? If a complaint is found to be unfounded, you will be responsible for the costs of investigation and repair.

17.5 What if repair is unreasonable? If the repair is not proportionate to the interest, you will only receive compensation for damages.

.18 WHAT IF DAMAGE OCCURS?

18.1 Who carries the risk for damage? Before delivery, we will repair damage, unless it was not caused by us. After delivery, we are only liable for defects that are covered by the warranty.

18.2 What about our liability? We are not liable for indirect damage such as loss of business. Our liability is limited to what is covered by our insurance.

18.3 When does your right to compensation expire? Claims for compensation expire one year after delivery.

.19 WHAT ABOUT THE DELIVERY OF GOODS?

19.1 Where is the delivery? Delivery will be made to the agreed location, or otherwise close to the work site.

19.2 When will the delivery take place? Delivery will take place at the agreed times. Make sure you are present to receive the delivered goods.

19.3 What if something is wrong with the delivery? Check the delivery immediately. Any claims will expire after two

.20 WHAT DO WE DO IN CASE OF DISPUTES?

20.1 What rules apply? Dutch law applies to our agreement.

20.2 How are disputes resolved? Disputes can be brought before the court or the Council for Arbitration for the Construction Industry, at our discretion.

20.3 What if you are a consumer? As a consumer, you can choose the ordinary court or the Council for Arbitration for the Construction Industry.

20.4 What if we submit the dispute? We let you choose whether you want to bring the case before the ordinary court or arbitration.

WHAT IF THERE IS CONFLICTING INFORMATION?

21.1 How do we deal with contradictions? The following rules apply to contradictory information:

- a. Newer document takes precedence over an older document.
- b. A description takes precedence over a drawing.
- c. A specific regulation takes precedence over a general regulation.

.22 HOW DO WE PROTECT YOUR PERSONAL DATA?

22.1 How do we use your data? We process your data to fulfill our agreements and to perform our services properly.

22.2 What data do we process? We process your name, address, contact details and other necessary information.

22.3 What about restrictions? We do not make decisions about the use of your data without your permission.

22.4 How do we protect your data? We ensure that your data is safe.

22.5 What happens in the event of a data breach? If there is a data breach, we will inform you as soon as possible.