

# General terms and conditions

## Daiwa House Modular Europe B.V. dated 1 June 2022

### GENERAL

#### ARTICLE 1 - DEFINITIONS

In these general terms and conditions and in the agreements to which they have been declared applicable, the terms below shall have the following meanings:

Contractor: the (legal) person who declares these terms and conditions applicable in connection with an offer to or an Agreement with a Client, being a legal person belonging to the group of Daiwa House Modular Europe B.V.

Client: the (legal) person who gives Contractor an assignment to perform work, deliver or lease Products and/or services, or who receives an offer from Contractor for this purpose.

Agreement: the agreement between Contractor and Client. Location of use: the location indicated the Agreement where the Products will be used by the Client.

Performance: the performance of work and/or the supply of Products by Contractor.

Price: the consideration to be paid by the Customer for the Performance.

Products: the Products to be supplied or delivered by Contractor to Client (including Products to be rented or leased).

Completion: the moment at which Contractor has notified Client that the Products have been installed and/or delivered.

General terms and conditions: these general conditions.

#### ARTICLE 2 - APPLICABILITY

2.1 The General Terms and Conditions apply to all deliveries of Products and services by Contractor to Client and form part of all Agreements with Client and apply to all pre-contractual situations between Contractor and Client, including negotiations and offers, even if they do not lead to the conclusion of an Agreement.

2.2 Deviating terms and conditions shall only apply insofar as they have been expressly accepted in writing by the contractor and shall only apply to the relevant Agreement(s).

2.3 Amendments and supplements to any provision of the Agreement shall only be valid as confirmed in writing by contractor. The Agreement, including all applicable terms and conditions, reflects the full content of the parties' rights and obligations and replaces all prior written and verbal agreements, statements and/or remarks by the parties.

2.4 If any provision of these General terms and conditions is invalid for any reason, the conditions shall otherwise remain in force and the parties shall negotiate the content of a new provision, which shall approximate the content of the original provision as closely as possible.

2.5 General terms and conditions, by whatever name, of the Client are explicitly

rejected and do not apply to the Agreement.

2.6 Provisions from the Agreement and the General Terms and Conditions, which are of a nature and purport to remain in force after termination of the Agreement, shall remain valid after termination of the Agreement.

#### ARTICLE 3 - QUOTATIONS

3.1 All quotations by the Contractor are always without obligation, both as regards price, content, execution and delivery time and availability. If a quotation contains an offer without obligation and this is accepted by the Client, Contractor has the right to revoke the offer within two working days of receiving the acceptance.

3.2 The content of all price lists, brochures and other information provided with an quotation is stated as accurately as possible. The data in question are only binding for the Contractor if this has been explicitly confirmed by the Contractor in writing. Offers are based on information provided by the Client.

3.3 Without prejudice to the provisions in article 3.1, offers of Contractor have a limited validity period of 30 days, unless indicated otherwise in writing. If an offer is not accepted within this period, the Contractor is entitled to change the conditions and the price as stated in the offer.

#### ARTICLE 4 - ESTABLISHMENT OF THE AGREEMENT

4.1 The Agreement is concluded by the written acceptance or confirmation by the Contractor of an order from the Client within eight (8) working days after receipt of an order or by the actual execution of the order concerned by the Contractor or the actual issue of a Product.

4.2 A purchase order placed by the Client will not be binding on the Contractor until it has been accepted by the Contractor in writing. The Contractor reserves the right, at its own discretion, to refuse a purchase order or part thereof.

4.3 If the Contractor accepts a purchase order from the Client, the Contractor must confirm the purchase order to the Client in writing within eight (8) working days after receipt of the purchase order. If the Contractor does not send a written confirmation of the purchase order within the period specified in the previous sentence, the purchase order shall be deemed to have been rejected.

4.4 In the event that the Performance is performed or delivered without confirmation of an order or purchase order, an agreement will have been concluded between the Client and the Contractor and the General Terms and Conditions will apply. In no case shall the lack of confirmation, or any other action

taken or omitted by the Contractor, be deemed a declaration of rejection.

4.5 For work for which, due to its nature and scope, no offer or quotation is submitted.

4.6 If an order confirmation is sent, the invoice shall also serve as an order confirmation.

4.7 The Client is responsible for inconsistencies and/or errors and/or omissions in the documents it provides relating to the Performance.

4.8 Every Agreement is entered into under the resolutive condition that the Contractor has not proved the Client's creditworthiness, which condition can be invoked by the Contractor.

#### ARTICLE 5 - PRICES

5.1 Prices are furthermore exclusive of costs for packaging/transportation/installation/removal and service/maintenance, unless and insofar expressly provided otherwise in the Agreement. Prices are furthermore exclusive of costs for packaging/transportation/installation/removal and service/maintenance, unless and insofar expressly provided otherwise in the Agreement.

5.2 If pursuant to the Agreement, partial deliveries shall be made, the Contractor shall be entitled to make interim changes to the prices or conditions of the various partial deliveries. If prices and/or rates of

5.3 Price-determining factors, such as wages, taxes, social security charges, material prices, rents, freight, import and export duties, excise duties, exchange rate differences and/or insurance rates, are subject to an increase, for whatever reason, the Contractor is entitled to adjust the Price accordingly.

5.4 The prices will be revised on 1 January of each year on the basis of the Consumer Price Index (CPI) series for all households, as published by the Central Bureau of Statistics.

5.5 In the event that the fulfilment of order is delayed at the Client's request or due to a lack of data or instructions or other reasons attributable to the Client, Contractor shall be entitled to increase the prices with additional costs as a result, such as loss of interest.

#### ARTICLE 6 - PAYMENT

6.1 Payment of Contractor's invoices shall be made effective in the currency stated on the relevant invoices, within fourteen days of the invoice date, without any discount, deduction or set-off. Client is not entitled to suspend his payment obligations. The value date indicated on Contractor's bank giro statements shall be regarded as the day of payment.

6.2 If Client has not fulfilled his obligations towards Contractor within the agreed

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- payment term, Client shall be in default by operation of law, without any notice of default being required. From the moment the Client is in default until the day of full payment, the Client shall owe default interest of 1.5% on the amount due per month or part thereof, without prejudice to Contractor's right to full compensation for damages based on the law.
- 6.3 All costs of collection of the amounts owed by Client, both judicial and extrajudicial, shall be at Client's expense.
- 6.4 This includes, among other things, the costs of seizure, filing for bankruptcy, collection costs, and the costs of lawyers, bailiffs and/or other experts engaged by Contractor. If Client is in default, a fixed amount of 10% of the principal sum shall be charged, with a minimum of € 250, without prejudice to Contractor's right to full compensation if the actual costs of recovery for Contractor exceed this fixed amount.
- 6.5 Upon or after entering into the Agreement, Principal is always obliged to make advance payments in the amount of the amounts indicated by Contractor at Contractor's first request. The Contractor is not obliged to pay interest on advance payments.
- 6.6 Contractor shall be entitled to require adequate security for the fulfilment of Client's obligations, if Contractor has good reason to fear that Client will not fulfil his obligations.
- 6.7 Invoices will be deemed to have been accepted and approved by Client if Contractor has not received an objection to them by registered letter within eight days of the invoice date.
- ARTICLE 7 - DELIVERY / RISK**
- 7.1 Unless otherwise agreed in writing, the Contractor will actually deliver the Products (or have them delivered) to the User Location.
- 7.2 The Products shall be at Client's risk from the moment of delivery, or from the moment that acceptance is refused or is deemed to have been refused within the meaning of Article 8.2.
- 7.3 Contractor is entitled to have the delivery take place in parts.
- ARTICLE 8 - PURCHASE**
- 8.1 Client shall be obliged to cooperate in the delivery, as well as to take delivery of the Products. If Client fails to take delivery of the Products, Contractor shall be entitled to pass on to Client any related costs (including storage, transport and insurance costs).
- 8.2 Acceptance shall be deemed to have been refused if the Products ordered have been offered for delivery
- 8.3 but delivery has proved impossible. The day on which acceptance is refused shall be deemed to be the day of delivery.
- ARTICLE 9 - DELIVERY TIMES AND TERMS**
- 9.1 Delivery times and other deadlines (such as Completion Deadlines) commence on the first working day after the
- 9.2 Agreement has been concluded, unless otherwise agreed in writing. The delivery times and deadlines stated or agreed by the Contractor are based on the circumstances prevailing and known at the time the Agreement was concluded.
- 9.3 The Contractor will make every effort to observe these deadlines. Stated or agreed delivery times and other deadlines are never to be regarded as deadlines. In the event of late performance, Contractor must be given written notice of default by the Client, whereby he must be given a reasonable period in which to perform.
- 9.4 Delivery times and deadlines will be suspended if and as long as Client has not fulfilled his outstanding payment obligations towards Contractor, or if Client has not or not adequately fulfilled his obligation to provide the information required for the delivery of the performance, or if Client has not or not adequately fulfilled his obligations in connection with the manufacture and/or Delivery of the Products (such as applying for and obtaining an irrevocable environmental permit).
- 9.5 Contractor shall be entitled to postpone the Performance and new deliveries and/or services if and for as long as Client has not met its outstanding payment obligations to Contractor.
- 9.6 The Contractor shall not be liable for any damage resulting from failure to meet delivery times or other deadlines.
- ARTICLE 10 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**
- 10.1 The Client is not permitted to remove or change any indication concerning copyrights, brands, trade names, patents or other rights from the Products supplied.
- 10.2 Documents, designs, drawings, texts and other works provided by Contractor to Client shall remain the property of Contractor and may not be reproduced, copied, made available to third parties, made public or otherwise used by Client other than for the Agreement. Client is obliged to return the aforementioned documents to Contractor if Contractor so requests in writing.
- ARTICLE 11 - INSTALLATION / CONSTRUCTION / DISMANTLING / LOCATION OF USE**
- 11.1 Contractor or a third party designated by it will be responsible for installing or constructing and (if applicable) dismantling the Products, unless otherwise agreed in writing.
- 11.2 Installation, construction and dismantling costs shall be borne by Client.
- 11.3 The Client shall ensure that the transport vehicles with which the Products are to be delivered or collected from the Client, of the dimensions indicated by the Contractor or, in the absence thereof, standard transport vehicles, have free and unhindered access to the Location of Use.
- 11.4 Client is responsible for choosing the location of use on which the Products can be set up properly and safely, and must ensure that the surface is sufficiently stable and firm to carry the Products (whether or not in combination with other Products) and to use the Products in accordance with their purpose. The Client must ensure that a Use Location is fully prepared at his expense, including marking the exact Use Location.
- 11.5 The Client shall ensure that the degree of inclination of the subsoil of the User Location does not exceed 20 cm from one side to the other, all this unless explicitly agreed otherwise in writing.
- ARTICLE 12 - COMPLAINTS**
- 12.1 If and in so far as an Agreement does not provide for a specific acceptance inspection of the Products, Client shall inspect the Products as fully as possible immediately after delivery, or, in case of an unfinished product, immediately after Delivery. Any complaints about malfunctions or defects in the Products, including differences in quantity, weight, composition or quality between the Products supplied and the description given for them in the Agreement, must be reported to Contractor in writing, stating reasons, within two working days of delivery or Completion respectively. Malfunctions or defects that cannot reasonably be detected within the aforementioned period must be reported to Contractor in writing, stating reasons, immediately after they are detected and at the latest within sixty days after Delivery or Completion. In the absence of timely complaints, all possible claims by Contractor regarding malfunctions or defects in respect of the Products shall lapse. The Client is also obliged to keep a defective part and to return it to the Contractor on the Contractor's first request.
- 12.2 If and in so far as a complaint is found to be justified by Contractor, Contractor shall only be obliged to remedy the defect(s) or replace the faulty Products, at his discretion, without Client being entitled to any compensation whatsoever. Claims will not be accepted if the defects do not prevent or substantially interfere with the use of the Products.

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12.3 Dismissing complaints: The client does not fulfill its payment obligations towards the Contractor.

12.4 The Products may only be returned with the Contractor's prior written consent, under conditions to be determined by the Contractor.

### ARTICLE 13 - MAINTENANCE AND USE OF THE PRODUCTS

13.1 During the rental period, or in case of purchase as long as the Products are subject to retention of title by Contractor, the following rules for maintenance and use of the Products apply.

13.2 Without prior written permission from Contractor, Client shall not make or allow any changes in or to the Products to be made and shall not apply any materials to or on the Products. Notwithstanding Contractor's approval with regard to the above, on Contractor's first request, Client will, on termination of the lease, arrange for the removal of installed materials and their restoration to their original condition at his expense, without Client being able to claim any compensation in this respect.

13.3 Changes and/or repairs may only be made by Contractor, unless Client has been given written permission to carry out these activities himself or by third parties.

13.4 Client shall be deemed to have received the Products in good condition and state of repair. Client shall use the Products with care in accordance with their intended purpose and shall maintain the Products in good condition and state of repair at his expense, normal wear and tear excepted. The Client shall be responsible for all minor and daily repairs to the rented property or Products subject to the Contractor's reservation of title, including cleaning and unclogging of drains, supply and drainage pipes, sanitary installations, sinks, maintenance of gas and electricity pipes, shutters, blinds, awnings, taps, locks and hinges, interior painting and windows.

13.5 Client is responsible for the daily management of the (collective) water system. If and to the extent required by law or regulations, Contractor will

13.6 provide Client with a "risk analysis" of this installation upon delivery of the Products and subsequently draw up a management plan. For the purpose of the risk analysis, the Client must provide the Contractor with the necessary information regarding the use of the installation. The costs of the risk analysis and the management plan shall be borne by the Client.

13.7 In the event of frost and snow, the Client must take all measures to prevent heating systems and/or pipes from freezing. Damage to the Products caused by freezing shall be borne by Client.

13.8 Contractor shall be entitled to inspect the Products from time to time. In the event

that Contractor is of the opinion that the Products are being used improperly or neglected, Contractor shall be entitled to repossess the Products and/or to restore them or have them restored to a good state of repair and maintenance, all this at the expense of Client.

13.9 If, at the end of the rental period (upon return to the depots of Contractor or third parties engaged by him), Contractor is of the opinion that the Products are no longer in a good state of repair and maintenance, with the exception of normal wear and tear, Contractor will inform Client accordingly and restore the Products (or have them restored) to their original state of repair at Client's expense.

13.10 In connection with the use, maintenance and storage of the Products by Client, Client must comply with all legal requirements, including permit requirements or instructions from the competent authority.

13.11 The Client shall not use or store any hazardous substances in the Products, except if and insofar as it is customary in the conduct of business of a trading office. Use or storage of hazardous substances shall take place exclusively at the expense and risk of the Client.

13.12 Client shall not sell, transfer, (sub)lease or encumber the Products with a limited right or (otherwise) give them in use to a third party, except with Contractor's explicit prior written permission. In the event that Client acts in breach of this, he shall forfeit an immediately payable penalty of € 12,500 without the necessity of a demand for payment, notice of default or judicial intervention, without prejudice to Contractor's right to full compensation for damages based on the law.

13.13 The Client is obliged to ensure that signage is installed and maintained on site, if this is required in view of the situation on site and/or any local bye-laws in force there or other regulations by the competent authority.

13.14 Client shall not transport or move the Products (or have them transported) without Contractor's prior written permission.

### ARTICLE 14 - PERMITS AND APPROVALS

14.1 The Client shall, at its own expense, ensure that it has the permits and approvals (such as environmental permits) required by law or otherwise for the Delivery, use and dismantling of the Products, in good time.

14.2 Costs resulting from additional governmental requirements, which were not yet known at the time the Agreement was entered into, shall be borne by the Client.

### ARTICLE 15 - ACCESSION / BUILDING RIGHTS

15.1 During the rental period, or in the event of a sale while the Products are still under Contractor's reservation of ownership, Client is prohibited from attaching the Products to immovable property, including the ground, by means of earth or nail. However, if in the case of rental, the Client acts contrary to this, this does not create ownership of the rented Products for the owner of the land, since by the rental agreement the parties intend only temporary use of the rented Products on site.

15.2 During the periods referred to in article 15, paragraph 1, Client shall, at Contractor's first request, establish a right of building on the Products delivered, without Contractor having to pay any fee for this. The building rights will be established at the expense of Client.

### ARTICLE 16 - TERMINATION OF THE AGREEMENT

16.1 If: a. Client files for its own bankruptcy, is declared bankrupt or applies for a suspension of payments; or b. a decision is made and/or passed to liquidate Client or Terminate Client's business activities; or c.

16.2 Client does not fulfil or does not fully fulfil any obligations towards Contractor arising from the law or from contractual conditions; or d. Client fails to pay an invoice amount or part thereof within the stipulated period; or e. all or part of Client's assets are seized, Client shall be deemed to be in default by operation of law and Client's (remaining) debt to Contractor shall be immediately due and payable.

16.3 The Contractor shall then be entitled to terminate the Agreement in whole or in part with immediate effect without notice of default or judicial intervention and without prejudice to the Contractor's other rights, such as rights relating to penalties already due, interest and the right to compensation. The Contractor shall not be obliged to pay any compensation to the Client in the event of termination of the Agreement in accordance with the provisions of this Article.

16.4 In the event that a situation as referred to in article 16, paragraph 1 arises, Contractor will be entitled to take back the Products, free of all rights of Client and without the obligation to deliver the Products back to Client. In such a case, Contractor and its authorized representative(s) shall be entitled to enter the premises and buildings of Client in order to take possession of the Products. The Client is obliged to take the necessary measures to enable the Contractor to enforce its rights and must remove items not supplied by

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the Contractor that are in the Products in good time. Contractor shall not be liable for any items contained in the Products supplied by Contractor at the time of taking possession.

### ARTICLE 17. - DUTY OF INFORMATION

17.1 During the rental period or (in case of sale) while the Products are still under Contractor's retention of title, Client shall immediately notify Contractor by telephone and in writing in the event of damage to or caused by the Products and shall send Contractor witness statements and/or other records relating to the event as soon as possible.

17.2 The Client will immediately have the police draw up a report of the event referred to in Article 17.1 and send it to the Contractor.

### ARTICLE 18 - LIABILITY / INDEMNIFICATION

18.1 Except in the case of mandatory rules of law, such as rules relating to product liability, the Contractor's liability is expressly limited to the obligations under Article 12. For this reason, in connection with the rental or sale of Products, the Contractor shall not be liable for any (other) damage, including consequential damage or damage resulting from third-party claims against the Client.

18.2 Subject to the provisions of the first sentence of Article 18.1, Contractor shall not be liable for any damage, of whatever nature, caused (directly or indirectly) by the Products or by the use thereof or by the unsuitability for the purpose for which Client has used the Products.

18.3 Contractor shall not be liable for any damages of any kind caused by acts or omissions by personnel employed by Contractor or other persons whose services Contractor uses, including recommendations or advice given by such persons on the application and use of the Products.

18.4 In the event that the Contractor cannot be regarded as the producer in accordance with Article 6:187 et seq. of the Dutch Civil Code, the Client is obliged, in the event of a claim for bodily injury or damage to goods to be used privately, not to turn to the Contractor but exclusively to the producer of the Product concerned.

18.5 The Client is obliged to indemnify the Contractor and third parties engaged by it in the event of claims by third parties in connection with the existence and/or use of the Products for damage for which the Contractor is not liable under the Agreement and the General Terms and Conditions.

18.6 The Client shall never hold staff members of the Contractor and other persons engaged by the Contractor for the performance of the Agreement personally liable.

18.7 The Contractor shall not be liable for, nor give any warranty as to, the condition or suitability of the facilities available at the Location of Use.

18.8 In the event that, notwithstanding the above, the Contractor is still obliged to pay compensation on the basis of the principles of reasonableness and fairness, the Client explicitly acknowledges that the Contractor's liability

18.9 to the Client, whether contractual or otherwise, will in any case be limited to the risk and the amount that the Contractor can reasonably insure, also taking into account the Price of the Products delivered by the Contractor and what is customary in the sector, reasonably insurable, or, if lower, the Price, whereby the Contractor's liability for personal injury and for material damage to the Products and property of the Client and of third parties will amount to no more than the total amount paid out by the Contractor's insurer per series of events with the same cause.

18.10 The limitations on liability in this article do not apply in the event of intentional and/or deliberate recklessness on the part of the Contractor itself.

### ARTICLE 19 - FORCE MAJEURE

19.1 In the event that the Contractor is prevented from (further) performing the Agreement due to force majeure of a permanent or temporary nature, irrespective of whether the force majeure could have been foreseen, the Contractor will be entitled, without any obligation to pay compensation, to dissolve the Agreement in full or in part by means of a notice to that effect and without judicial intervention, without prejudice to the Contractor's right to payment from the Client: for work performed by the Contractor before force majeure occurred, or to suspend the (further) performance of the Agreement in whole or in part. Contractor will notify Client of a situation of force majeure as soon as possible. In the event of suspension, the Contractor will still be entitled to declare the Agreement fully or partially dissolved.

19.2 Force majeure includes all circumstances which render the Contractor temporarily or permanently unable to fulfil his obligations, such as fire, weather conditions making it impossible to work as is customary in the construction industry (e.g. frost), strikes or lockouts, riots, war, government measures (including government shutdowns or restrictions, import or export restrictions), failure of suppliers, transport problems, natural disasters, epidemics or other health crises, breakdowns in the Supplier's business or that of suppliers, power failures, theft or misappropriation from the Contractor's warehouses or workplaces and

furthermore all circumstances in which the Contractor cannot reasonably be expected to fulfil his obligations towards the Client (any further). Force majeure of Contractor's suppliers shall also be deemed to be force majeure of Contractor.

### ARTICLE 20 - PROTECTION OF PERSONAL DATA

20.1 In the context of the Agreement, Provider receives personal data (of, among others, officers, employees or representatives) from Principal. The Client and the Contractor are both considered to be the data controller. The Contractor is not permitted to use the personal data received in the context of the performance of the Agreement for any purpose other than the performance of the Agreement or the fulfilment of its statutory obligations.

20.2 The Client will ensure that the data made available to the Contractor are and remain current for the performance of the Agreement and are in accordance with the privacy regulations.

20.3 The Client is obliged to inform those concerned about the exchange of data in the context of the transparency obligations arising from the privacy regulations.

20.4 Provider shall take appropriate technical and organisational measures to secure the personal data received from Principal against loss or any unlawful processing.

20.5 Contractor will inform Client of any suspicion of loss or unlawful processing.

20.6 Contractor will immediately inform Client about a. requests from the supervisory authority in connection with the personal data processed in the context of the Agreement and b. complaints and/or (information) requests from the person involved, including requests to correct, remove or block personal data.

### ARTICLE 21 - INSURANCE

21.1 Unless otherwise agreed in writing, the Client is obliged, during the rental period or (in the case of a sale) while the Products are still under the Contractor's reservation of title, to ensure, at its expense, that the Contractor's Products are properly insured against fire, loss, theft and damage in the manner customary for the Products concerned. As soon as an event occurs for which the insurance has been taken out, Client shall transfer his rights under the insurance to Contractor at Contractor's first request. On the Contractor's request, the Client shall immediately provide the Contractor with the relevant insurance policies.



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39.1 After expiry of the agreed rental period, it shall be continued for an indefinite period of time - unless the Contractor gives written notice of termination with due observance of a period of four weeks. Written notice of termination by both parties may then be given with due observance of a notice period of three weeks (for a rented floor area smaller than or equal to 100m<sup>2</sup>), four weeks (for a rented floor area between 100m<sup>2</sup> and 250m<sup>2</sup>), six weeks (for a rented floor area between 250m<sup>2</sup> and 500m<sup>2</sup>) and thirteen weeks (for a rented floor area larger than 500m<sup>2</sup>).

### ARTICLE 37 - COMPENSATION / PAYMENT SCHEME

40.1 Client owes the rental period from the date mentioned in the Agreement, even if Client does not use the rented Products or does not use them on time, or if the installation of the rented Products takes place at a later time at Client's request. Only if the non-availability or late availability of the rented Products is attributable to the Contractor, will the Client not yet owe a rental instalment.

### SPECIFIC PROVISIONS FOR SALE

#### ARTICLE 38 - GENERAL

41.1 These provisions apply in addition to the provisions of the general part of these terms and conditions.

41.2 Insofar as there is a conflict between the general part of the General Terms and Conditions and the specific sales provisions, the specific terms and conditions shall prevail.

#### ARTICLE 39 - RETENTION OF TITLE

42.1 All Products shall remain the property of Contractor until such time as Client has paid in full all that it owes to Contractor on the basis of the Agreement, including claims on account of failure to perform the Agreement (such as interest, costs and/or penalties), all this within the meaning of Section 3:92 of the Dutch Civil Code.

42.2 Client shall not be entitled to sell, transfer, encumber with any limited right or to (sub)lease the Products or to give them in use to any third party in any other way or to move or transport them as long as Contractor retains title to the Products.

42.3 As long as the Products are subject to Contractor's retention of title,

42.4 Client shall be obliged to leave the Products in their original form and shall not be entitled to modify them, including by property formation, accession or merger.

42.5 The Client shall be obliged to draw the Contractor's retention of title to the attention of third parties in writing (such as trustees and persons levying attachment who claim any right in respect of the

Products on which the Contractor has a retention of title). In such a case, Client must immediately inform Contractor in writing.

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This document is a translation of the dutch general terms and conditions. In case of unclarities, the Dutch text and its explanation shall prevail. The dutch general terms and conditions can be consulted on our [website](#).