

GENERAL TERMS AND CONDITIONS
DECOLINE BV

Art. 1: General

Unless expressly stipulated otherwise, the present terms and conditions cover the quotation, the order confirmation, the invoices and/or any special conditions (hereinafter jointly referred to as the 'Agreement'), each offer, each agreement, each service and each delivery from Decoline BV, KBO number BE 0466.573.760, with registered office at 3900 Pelt (Belgium), Lieven Gevaertlaan 10 (hereinafter referred to as 'Decoline'), to the exclusion of the general and/or other terms and conditions of the customer, even if they should stipulate that the latter are the only valid terms. Deviations are only possible after prior and explicit agreement from Decoline.

These general terms and conditions have been drawn up in several languages. Only the Dutch version shall be binding.

Art. 2 : Quotation - Confirmation of order

The unit prices mentioned in the quotation or order confirmation relate exclusively to the goods or services described therein and do not include taxes and shipping or transport costs, unless explicitly stated otherwise.

All works not included or budgeted in the quotation or order confirmation shall be considered as additional work and shall be invoiced on a time and expense basis based on Decoline's unit prices applicable at that time.

If there is no response to the order confirmation within 2 working days (48 hours) following the day of dispatch, it shall be considered as accepted.

Invoicing will be based on the actual hours, costs, services and/or materials used.

Travel expenses will be charged separately.

Art. 3 : Terms and conditions of payment

Unless otherwise agreed, all invoices are payable within 30 days of the invoice date.

Decoline reserves the right, at the time of confirmation of the quotation, order confirmation or Agreement, to invoice an advance payment of 100% of the total confirmed quotation amount, unless otherwise agreed with the customer.

In the event of full or partial non-payment or late payment within the stipulated period, the customer shall, as of the due date, ipso jure and without notice of default, owe an interest of 10% on the full amount of the invoice, to be increased by a fixed compensation amounting to 10%, with a minimum of EUR 250.00 per invoice.

As a result of the late, partial or non-payment of one invoice, any invoices that are not yet due shall also become payable. Decoline at the same time reserves the right at all times to apply the principle of set-off.

The customer is not allowed to transfer or offset any invoices, except with the prior and express consent of Decoline.

Art. 4: Disputing invoices

Except in the event of an explicit and well-founded protest by registered mail within eight (8) calendar days of the invoice date, the invoice shall be irrevocably considered as being accepted.

Art. 5 : Method of delivery

The goods are delivered 'ex works', even if the transport were to be paid or organised by Decoline. If the goods are not picked up, or not picked up on time, Decoline is entitled, ipso jure and without notice of default, to charge the customer an additional storage cost of 2% per month on the total invoice amount, as from the proposed date of delivery. Storage of the ordered goods is entirely at the customer's own risk.

Art. 6: Delivery time

Any delivery periods mentioned in the Agreement or any other document are approximate and purely indicative: delays in the delivery and/or execution and non-compliance with the periods mentioned do not give any right to compensation or dissolution of the Agreement.

Art. 7 : Warranty

Decoline guarantees the soundness of its products, free from defects in material and/or construction and in conformity with the standards and regulations in force and declared legally binding on the date of delivery, for a period of **two (2)** years from the date of delivery. With regard to electrical products of the Somfy brand, the warranty period is five (5) years from the date of delivery. Decoline reserves the right, notwithstanding any documentation to the contrary, to modify its products and their characteristics. Its commitment to conform delivery shall be assessed on the basis of the characteristics currently existing and offered on the date of the order.

Decoline's warranty concerns only its own Agreement with the customer and does not extend to the obligations taken on by the customer towards third parties (own clients/customers or end-users). Consequently, the applications of art. 1649bis to art. 1649octies of the Civil Code are excluded as Decoline is completely unrelated to the communication and/or agreement between the customer and third parties.

Decoline's warranty commitment does not extend to any defects:

- which were visible to the attentive customer on the date of delivery, regardless of whether the delivered products were packed or not;
- which result from the combination of individual products selected and executed by the customer and/or his own customers;
- which result from:
 - o an incorrect choice of a product or component, as a result of which the product or component or the whole or combination of products and components proves not to be usable or does not meet the intended purpose.
 - o an incorrect manipulation, incorrect maintenance (including cleaning) or incorrect storage of the products.
 - o an incorrect installation or assembly, being contrary to the installation instructions and/or contrary to the rules that normally apply and of good craftsmanship.
 - o an incorrect or improper use of the products, including the continued use of a product found to be defective, resulting in (additional) damage.
 - o external causes after the delivery, either by the customer or by third parties or by any other strange cause (e.g. as a result of transport).

In addition, also excluded from the scope of Decoline's warranty commitment are:

- goods or parts with a limited use or life span (e.g. wear parts, batteries, etc.). These are only guaranteed for their normal expected use and/or lifespan, even if this limitation of a part has consequences for the usability of the whole or a combination of parts or goods.

- damage covered by another guarantee or insurance.
- changes in colour and/or surface structure as a result of technically normal ageing processes, exposure to sunlight, the bringing into contact with water or other liquids or chemical products, even if this occurs within the context of normal maintenance or cleaning.

Descriptions and (photo)graphical representations of goods in catalogues, magazines or other information carriers or of goods still on display at exhibitions or samples, etc., are merely indicative or illustrative and do not bind Decoline to supply identical characteristics. Small differences will not be considered as defects or non-conformities and the client shall, at his own responsibility, take care not to create false expectations among his customers regarding the characteristics of the product.

Art. 8 : Complaints - Liability

Complaints concerning defects or non-conformity of the delivered products must be notified by the customer immediately upon delivery and **at the latest within eight (8) calendar days after delivery** by means of the complaint form at www.decoline.com/downloads, to be sent to orders@decoline.com, failing which, the complaint shall be considered inadmissible. The unreserved commissioning, processing or further sale of the delivered products shall in any case be considered as acceptance thereof.

In the event of a defect or non-conformity of the delivered products or services, Decoline commits itself, at its own choice and as the case may be:

- to carry out repairs, **or**
- to replace the products or the defective part by a new product or part of the same or similar type, kind and quality, **or**
- to take back the products and refund the payments already made by the customer.

The products or accessories shall always be returned or handed over to Decoline for repair, replacement or return at the first request, with no exceptions.

Except in the event of fraud, deliberate error or gross negligence, Decoline shall not be liable for, or be obliged to pay compensation for immaterial, indirect or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, production limitations, administration or staff costs, general costs (research, demolition or dismantling, etc.), moral damage, loss of clientele or claims from third parties.

Except in the event of fraud, intentional fault or gross negligence, Decoline's extra-contractual liability to the customer shall at all times be limited to the amount covered by Decoline's liability insurance. As far as contractual liability is concerned, this is limited to the amount of payments already made by the customer.

If the complaint is inadmissible or if the warranty period has meanwhile expired, the repair or replacement shall take place at the customer's expense. In that case, the provisions regarding 'Services' shall apply.

Art. 9 : Services

The Decoline services are offered exclusively for the products supplied by Decoline. The provisions on 'Quotation' and 'Terms of Payment' are also applicable.

Facilities to be provided by the customer

The customer shall ensure that the services by Decoline can be provided without any hindrance from external or other elements or third parties. In addition, the customer shall, at his own expense, provide electricity, power cables and water, waste containers, sufficient parking space and

accessibility to the premises and a lockable space for the storage of materials or tools. The customer shall also ensure that safety is guaranteed on site and that the location of the works meets the requirements set by law or otherwise.

The customer shall ensure that a representative is present on site, to assist the Decoline technician with his expertise.

In the event of the cancellation of a planned service by the customer on working days less than 24 hours before the start of the planned service, or if the service cannot be performed because the customer has not provided all facilities as described above, a fixed compensation shall be payable, ipso jure and without notice of default, to the amount of 20% of the planned service hours, transport included, with a minimum of EUR 150.00. In addition, Decoline reserves the right to prove any higher damage and charge this to the customer.

In the event of a cancellation less than 24 hours before a weekend or public holidays, the compensation due from the customer shall in any event amount to 100% of the planned service hours, transport included.

Art. 10 : Suspension or dissolution

Decoline has the right to suspend or postpone the execution of its obligations resulting from the Agreement or other current agreements between parties with immediate effect ipso jure and without notice of default, if the Customer fails to meet his payment or other obligations under the Agreement. This provision shall also apply in the event of multiple quotations or Agreements between the same parties.

If within a period of 15 working days the customer fails to comply with a registered notice of default sent by Decoline to meet his payment or other obligations, or in the event of apparent incapacity and/or bankruptcy of the customer, Decoline is entitled to either demand dissolution of the Agreement or to proceed to dissolution out of court, or to request the forced execution of the Agreement, ipso jure and without any notice of default and without prejudice to Decoline's right to compensation for costs already incurred and services rendered as well as to Decoline's right to claim damages for (premature) termination of the Agreement. This compensation shall be estimated at 50% of the total amount of the quotation agreed, without prejudice to the right of Decoline to prove any higher damage.

The customer is entitled to dissolve the agreement with Decoline in the event of fraud, deceit, intentional fault or gross negligence on the part of Decoline. Should the customer wish to exercise the right of dissolution, he must inform Decoline of this by registered letter within a reasonable period of time after becoming aware of the circumstances that have given rise to the dissolution.

Art. 11 : Cancellation

In the event of cancellation of the agreement by the customer, the latter shall, ipso jure and without notice of default, owe Decoline liquidated damages for the costs already incurred, services rendered and loss of profit in the amount of 50% of the full price quoted, without prejudice to the right of Decoline to demand the execution of the Agreement or to prove any higher damage.

In case of cancellation of the Agreement by Decoline, without legal reason and after Decoline has failed to comply with a notice of default to start the execution of the Agreement within a reasonable period, Decoline shall then owe liquidated damages in the amount of 20%, without prejudice to the right of the customer to prove any higher damage.

Art. 12: Force majeure

Decoline shall not be liable for the consequences of force majeure or causes of delay, including any event beyond Decoline's reasonable control, including but not limited to strikes, lock-outs, interruptions in transport and distribution, acts of war, fire, government or administrative orders or regulations, inability to obtain natural gas and/or other fuels or supplies, breakdown of systems, frost

causing the work to be halted, storm, thunderstorm, flooding or other weather conditions necessitating the stoppage or interruption of the works, delays on the part of suppliers or transporters, a pandemic, or any other factors or causes beyond Decoline's control and which Decoline cannot prevent or avoid with reasonable efforts, thus rendering the performance of its obligations more difficult or delayed.

In such a case, the parties shall make all reasonable efforts to continue or commence the execution of the Agreement as soon as possible. In case the emergency or force majeure exceeds a period of 3 months, each of the parties has the possibility to terminate the Agreement unilaterally by means of a registered letter without being able to claim any compensation. The customer is then obliged to pay for the performances delivered and costs incurred by Decoline up to that time.

Art. 13: Retention of title and transfer of risk

The materials and installations delivered remain the property of Decoline until full payment of all outstanding invoices, with no exceptions (including any interest, costs and taxes), even if the materials or installations have been incorporated into a real estate property or if modifications have been made to them by the customer or third parties. As long as the retention of title remains applicable, the customer may not dispose of it, either by sale, loan, pledge or in any other way. In addition, the customer undertakes to inform third parties of Decoline's retention of title if necessary.

The risk of total or partial destruction, disappearance or damage to the materials and/or installations shall pass to the customer from the moment of delivery.

Art. 14: Intellectual property

The customer must respect all intellectual property rights of Decoline or its suppliers, including: patent, copyright, trademark, drawings and models rights and / or other (intellectual property) rights, including patentable or non-patentable technical and/or commercial know-how, methods and concepts.

Art. 15 : Data protection

Decoline shall always process the personal data of the customer in accordance with the applicable privacy regulation and this for purposes and legal grounds described in its privacy policy as stated on its website: www.decoline.com under the heading "Disclaimer and Privacy". The customer has the right to object to certain processing activities mentioned, such as, for example, the provision of information for promotional purposes or the inclusion of data in the sales listings on the Decoline website. In addition, in certain cases the customer has the right of access, communication, correction or deletion, as well as the right to obtain restriction of processing. The customer may contact info@decoline.com for this purpose.

Art. 16: Nullity

The total or partial nullity, invalidity or unenforceability of one or more clauses of this Agreement or the enclosures to this Agreement shall not affect the validity or enforceability of the remaining clauses or the validity or enforceability of that part of the clause concerned that is not null or unenforceable. In such case, the parties shall negotiate in good faith to replace the void, invalid and/or unenforceable provision by a valid and enforceable provision that is closest to the content and spirit of the original provision.

Art. 17 : Choice of law - jurisdiction

The contractual relationship between Decoline and the customer is exclusively governed by Belgian law. Only the courts of the District of Antwerp, division Hasselt, have territorial jurisdiction to hear any disputes.

Art. 18: Waiver of right

The failure of Decoline to claim a right or to apply a sanction does not in any way imply a waiver of the right.

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