

Article 1. General

- 1.1 These general terms and conditions apply to all offers and agreements of purchase / sale, deliveries, tenders and the carrying out of installation work and service activities of Kupan B.V.
- 1.2 Any stipulations deviating from these terms and conditions will only apply if they have been agreed in writing.

Article 2. Offer

- 2.1 Any quotation, estimate, estimate, or similar verbal or written notification made by Kupan and / or its employee (s), whether quoted or not, is without obligation, unless expressly stated otherwise or in case of an oral offer written confirmation by Kupan. The offer of a "target price" is expressly excluded as well as the provisions of BW7: 752, paragraph 2. By requesting or receiving any offer from Kupan, the client agrees to electronically contract and communicate with Kupan.
- 2.2 In catalogs, images, drawings, printed matter, standardization sheets, size and weight specifications etc., digitally or otherwise obtained through the website of Kupan or third parties, are not binding, except insofar as these have been expressly confirmed in writing by the Kupan.
- 2.3 Each offer is, unless explicitly stated otherwise, based on execution under normal circumstances and during normal working hours.
- 2.4 Offers are based on the data, drawings, etc. provided by the client with the application of the correctness and completeness that Kupan may assume.
- 2.5 The offer issued by the Kupan, as well as the drawings, designs, images, samples, samples, calculations, descriptions, models, tools, etc. produced or provided by Kupan remain the property of Kupan, even if costs have been charged. Kupan reserves

the intellectual property rights for all these matters. The client guarantees that no data will be copied, shown to third parties, disclosed or used with the express permission of Kupan. The client is obliged to return these items to Kupan on first request.

Article 3. Agreement

- 3.1 An agreement is only concluded after written confirmation by Kupan.
- 3.2 Changes or additions to the agreement are only binding if Kupan has accepted them in writing.
- 3.3 The client must inform Kupan of the government-imposed and to be imposed (building safety) requirements that the performance to be delivered by Kupan will have to meet. The client will provide the necessary drawings, data and instructions.
- 3.4 Kupan has the right to charge extra work even if it is not based on a written assignment. Additional work is in any case deemed to have been commissioned if this is the result of mandatory government regulations.
- 3.5 Verbal promises by and agreements with subordinates of Kupan will not bind Kupan unless and insofar as these have been confirmed in writing by Kupan.
- 3.6 Kupan has the right to charge the costs that Kupan had to incur to make an offer if these costs were substantial and provided Kupan made this known in advance, even if no agreement was reached.

Article 4. Price

- 4.1 All quoted prices stated in the offer or order confirmation are exclusive of VAT, import duties and / or other government taxes and are based on the cost prices applicable at the time of the offer or order confirmation, including material costs, exchange rates and labour

costs.

- 4.2 If after the conclusion of the agreement one or more of the prices and costs referred to in the previous paragraph is increased, Kupan has the right to increase the agreed price accordingly.
- 4.3 Unless otherwise agreed, the price for carriage paid delivery shall apply and the transport shall take place at the expense and risk of Kupan.
- 4.4 In the event that an ex-factory or warehouse price has been agreed, the transport shall include the loading, unloading and storage, at the expense and risk of the client.
- 4.5 Packaging is, unless expressly agreed otherwise in writing, at the discretion of Kupan and is charged at cost price.
- 4.6 If no assembly has been agreed, the unloading and storage of the goods shall take place at the expense of the client. If Kupan has accepted to assemble the goods, the price shall be calculated including assembly of the goods at the place mentioned in the offer, and including all costs (subject to the costs stated in the assembly article).
- 4.7 If the supply at or at the place of delivery requires additional working hours due to the absence of paving or paved roads or other circumstances, Kupan is entitled to charge these hours separately.

Article 5. Assembly

- 5.1 The client takes care of his own account and risk that:
 - The staff of Kupan and all other persons employed by Kupan for assembly, once they have arrived at the construction site, can start their work under normal circumstances and not obstructed by obstacles and continue uninterruptedly according to an agreed assembly sequence.
 - b. The building can be reached up to the entrance door via a paved or otherwise paved road.
 - c. Suitable material for vertical

transport of the materials is available.

d. Appropriate housing and / or facilities required by law for the staff of Kupan and all other persons employed by Kupan for assembly.

e. The lockable dry storage places for materials, tools and other items needed at the construction site.

f. The rooms where Kupan carries out work finished, broom clean, empty and dry are made available to Kupan.

g. Enough lighting and sufficient electrical connection possibilities of 220/380 volts of sufficient power within a distance of 10 meters to the workplace to be available to Kupan.

h. The minimum temperature of 100 is to obtain optimum hardening of the epoxy resin around the support points to the floor.

i. Clean and clearly visible grid and gauge dimensions are placed at sufficient distance in the structure.

j. The location of pipes in walls and floors are clearly marked resp. indicated.

k. Architectural pedestals for by Kupan cabinets to be placed in advance are fitted according to sizes provided by Kupan. The top of the plinths must be perfectly flat and perfectly levelled in accordance with DIN 18202 increased flatness Zeile 3 or W.T.C.B. for special work 5mm / 2 meters.

l. All necessary general safety instructions and other precautionary measures have been taken and are being maintained.

m. The necessary permits and exemptions have been granted.

5.2 If the above conditions are not met, Kupan is entitled to suspend the assembly work and to charge additional costs.

5.3 All costs arising from stagnation, which are caused by failure to comply with the aforementioned conditions and / or arising out of our fault, will be charged to the client per man hour assembly and travel time at rates applicable at that time. In addition, in such cases

an extension of the delivery time is reasonable.

5.4 All crushing, chopping, masonry, tile, plastering, concrete, carpentry, painting, cementing, reclaiming, central heating work and all other activities of E and W installers are at the expense and risk of the client.

5.5 The assembly must be able to take place continuously in one continuous period and is, unless otherwise agreed, calculated for execution in 1 phase.

5.6 Additional work will only be carried out if written instructions have been given for this and / or a signed order form for additional work has been provided and this order has been accepted by us.

5.7 The agreed price is based on assembly against smoothly finished hard walls and floors and without pipelines and the like. If this is not the case, Kupan reserves the right to charge extra costs resulting from this. The consequences of piercing pipes not marked by the client are never at the expense and risk of Kupan.

5.8 If unusual building materials and / or constructions have been applied or if the actual situation deviates from the relevant drawings, the client must inform Kupan in time so that any additional work that may occur here can be agreed in advance.

5.9 Kupan delivers broom clean and is responsible for the removal of its own packaging and waste material.

5.10 In the case of supply and installation work completed, in the opinion of Kupan, a tour of the delivered and assembled goods will be made whereby it is established whether Kupan has placed the requirements of good and sound work. Kupan will make a report of this with photographs that count as a recording, after recording for approval by / on behalf of the client. Possible defects will then be detected and will be resolved immediately / as soon as possible. Small defects that do not stand in the way of normal use of the placed items are no reason for abstention

from the agreement. The items placed shall be deemed to have been delivered if the client agrees by signing the recording or by putting into use the items as referred to in Article 6.6 below, always the first of one of the two times referred to. If it has been agreed that payment will be made by the client after receipt of a signed execution form, the client is obliged to accept the aforementioned approval when the installation is terminated.

Article 6. Delivery / assembly time

6.1 Specified delivery periods are approximate.

6.2 The delivery periods are set in the expectation that there will be no obstacles for Kupan to deliver the goods or take up the work.

6.3 The delivery time starts on the last of the following times:
a. the day of the creation or modification of the agreement;
b. the day of receipt by Kupan of the complete and correct documents, permits, data and the like necessary for the execution of the order, including the first required working drawings approved by the client;
c. the day of receipt by Kupan of what has to be paid by the client in advance in accordance with the agreement for the commencement of the work;

6.4 The delivery time is based on the working conditions prevailing at the time of conclusion of the agreement and on the timely delivery of the materials and services ordered by Kupan for the execution of the work. If delay is caused by Kupan due to changes to these working conditions or because materials or services ordered in time for the execution of the work are not delivered on time, the delivery time will be extended to the extent necessary.

6.5 The client undertakes a delay in the construction work or any other circumstance as a result of which the delivery or assembly can't find any progress to report to Kupan at least eight days in advance. Costs as a result of late notification will be passed on to the client. In addition, such an extension

- of the delivery time is allowed as reasonable.
- 6.6 The goods shall be deemed to have been delivered in respect of the delivery time if these or important parts thereof are reasonably ready for inspection by the Kupan for inspection or for shipment, after the client has been informed of this in writing. If Kupan has accepted to assemble the goods, the matters with regard to the assembly time shall in any event be deemed to have been delivered at the latest, if these or the most important parts thereof have been made in reasonableness at Kupan's discretion in the structure.
- 6.7 If the client fails to take delivery of goods, Kupan will be able to store these items at the expense and risk of the client. This storage does not affect the client's obligation to pay for the goods as well as his other obligations.
- 6.8 Kupan has the right to perform assignments in parts. These partial deliveries can be invoiced separately.
- 6.9 Exceeding the delivery time for whatever reason does not entitle the client to non-fulfilment of any obligation entered into with Kupan, nor to perform or have performed the work to execute the agreement. Unless otherwise agreed, Kupan assumes no liability for compensation of damage in any form whatsoever, including penalty, arising from delay in delivery.

Article 7. Reclamation

- 7.1 The Client must check what has been delivered or assembled immediately after delivery for any deviations from what has been agreed.
- 7.2 Any complaints must be submitted to Kupan in writing within 5 working days of the delivery date. After the expiry of this period, the delivery is deemed to have been irrevocably and unconditionally accepted by the client.
- 7.3 In the event of an advertisement, the client shall allow Kupan to check the submitted objections. In the

- case of a complaint found to be legitimate, Kupan will proceed to redeliver the sender (s) after returning it by the client or at Kupan's choice to pay fair compensation up to the amount of the invoice value.
- 7.4 If Kupan purchases or involves goods from third parties, Kupan's responsibility or liability is limited to that for which Kupan's supplier is liable towards Kupan.

Article 8. Payment

- 8.1 If not otherwise agreed, the invoicing of the agreed price will be as follows:
- a. In case of delivery without assembly 30% on order; 70% on delivery or ready according to plan.
 - b. In the case of delivery with assembly, the invoicing of the amount for the delivery of the items will be as follows: 30% on assignment, 40% on delivery at work as planned; 30% on termination of assembly and simultaneous delivery.
- 8.2 Partial deliveries may be invoiced pro rata in accordance with the provisions of the first paragraph.
- 8.3 Payment must be made within 14 days of the invoice date. If payment does not take place within 14 days, the client shall be deemed to be in default by operation of law and Kupan shall be entitled to charge default interest at the statutory interest rate as from the invoice date without further notice of default. All extrajudicial and judicial collection costs that Kupan must then make to collect the claim, including legal assistance, are at the expense of the client.
- 8.4 Kupan shall at all times have the right to demand delivery, including partial delivery, from the client that sufficient security is provided for the fulfillment of his payment obligation. If the client does not provide such security, Kupan has the right to discontinue further (partial) deliveries. If the client does not pay within the agreed term, all outstanding claims of Kupan become immediately due and payable.

Article 9. Warranty

- A. For delivery with assembly:
- 9.1 Kupan warrants, in normal use and maintenance, the soundness of the products it supplies and assembled on material, manufacturing and assembly faults, for a period of 5 years valid for the SGL sheet material and for a period of 1 year for the mechanical hinges and locks. The guarantee commences on the day of delivery by Kupan.
- 9.2 Out of warranty: Small (imperfect or not) imperfections in the finish, which do not detract from the soundness. damage resulting from changes in shape in building structures, incorrect construction work or the use of faulty building materials. damage resulting from work that has not been carried out by or on behalf of Kupan. damage as a result of a temporary or permanent harmful change in the environment. materials that have been applied by Kupan pursuant to the instructions of the client and of which they have communicated in writing that they are not covered by the guarantee. materials supplied by or on behalf of the client.
- 9.3 The warranty only includes the replacement or repair at Kupan's discretion of that which is proven by the client as inadequate, on the understanding however that these activities are for the account of Kupan up to the amount of the price excluding turnover tax of the work in question. excluding the materials referred to under 9.2 last as well as the application costs thereof. Liability for any other direct and indirect damage as well as any consequential damage is not covered by the warranty and is expressly excluded. Kupan is free to charge the client for call-out costs and additional costs.
- 9.4 Defects, in respect of which this warranty is invoked, must be reported to Kupan in writing within 5 days from the date of discovery within the guarantee period. Kupan is obliged to remove defects as soon as

- possible, for which the guarantee is rightly claimed. The client shall provide Kupan with ample opportunity to do so without calculation of any costs and further allow the use of existing energy supplies, hoisting, lifting and transport equipment, also without cost calculation.
- 9.5 If Kupan replaces parts in fulfillment of his warranty obligations, the replaced parts become his property.
- 9.6 The warranty period is not extended or renewed due to replacement or repair.
- 9.7 The warranty expires if the client without the express permission of Kupan performs repairs to the delivered goods, or has them done, makes changes or has them installed or does not mount original parts or has them assembled.
- 9.8 If used materials or used goods are supplied, modified or reused in consultation with the client, no guarantee will be granted unless otherwise agreed in writing.
- 9.9 Unless agreed otherwise, no raw materials or goods supplied to Kupan for processing by the client will be guaranteed. Guarantee on the soundness of the operations is only provided this has been agreed in writing with the client.
- 9.10 Kupan will no longer provide any other materials or goods involved in third parties than the supplier has provided to Kupan.
- 9.11 The guarantee will lapse if the maintenance instructions have been deviated from.
- 9.12 Kupan's alleged non-fulfillment of its guarantee obligations does not release the client from obligations arising from any agreement concluded with Kupan.
- 9.13 If the client does not, not properly or not timely comply with any obligation arising from the agreement concluded with the Kupan or from a related agreement, the Kupan is not entitled to any guarantee with respect to any of these agreements, however named held.

- 9.14 For delivery without assembly, the above guarantee provisions also apply, with the proviso that: the period referred to in paragraph 1 commences on the day of delivery. of the guarantee are excluded defects, which arise in or through the assembly;
"Costs for assembly and disassembly, transport costs as well as other costs related to the delivery are not borne by Kupan.
C. For repair or overhaul work:
- 9.15 Only on the soundness of the work carried out by Kupan will a guarantee be granted, provided this has been agreed in advance with the client in writing.

Article 10. Liability

- 10.1 Unless this is unacceptable to the standards of reasonableness and fairness and except for gross negligence on the side of Kupan, the following applies with regard to Kupan's liability:
- a. The liability under the agreement is limited to compliance with the warranty obligations described in article 9 of these conditions; any claim for damages, except for those relating to non-fulfillment of the guarantee obligations, is excluded.
- b. Any claim in respect of trading loss, consequential damage or other indirect damage is excluded.
- c. Kupan is also not liable for costs and damages, which may arise as a direct or indirect result of:
- violation of patents, licenses or other intellectual rights of third parties as a result of the use of data provided by or on behalf of the client;
 - exceeding the delivery time;
 - force majeure, as described in Article 11;
 - acts or omissions of the client, his subordinates or other persons who have been employed by him or because of him.
- d. If Kupan, without having to do the assembly on commission, does provide help and assistance of any kind during

assembly, this will be at the risk of the client.
e. The damage to be compensated by Kupan shall be moderated if the price agreed with the client in accordance with Article 4 is small in relation to the extent of the damage suffered by the client.

- 10.2 The client is obliged to compensate Kupan for all costs and damages that may arise for Kupan as a direct or indirect consequence of legal claims, which third parties are brought against Kupan in respect of the performance of the agreement. The client is under the agreement to comply with a call in indemnity by Kupan.

Article 11. Force majeure

- 11.1 Force majeure means any permanent or temporary hindrance arising from Kupan's fault in the fulfillment of the agreement. Force majeure will always include: Business failure or business interruption of any kind and indifferent in what way arise, with Kupan or its suppliers; delayed or late delivery by the suppliers of Kupan; transport difficulties or transport restrictions of any kind to and from Kupan; import or export restrictions of any kind; war, danger of war, civil war and revolt; brand at Kupan or its suppliers; all other serious disruptions in the company of Kupan or its suppliers.
- 11.2 Kupan is entitled in case of force majeure to suspend performance of the agreement for no more than 4 months without judicial intervention or to fully or to dissolve in part, without being liable for any compensation. Kupan is authorized during the period of suspension and at the end of this period it is obliged to opt for execution or for full or partial termination of the agreement.

Article 12. Suspension and dissolution

- 12.1 Kupan is entitled to suspend, without notice of default and without judicial intervention, either the agreement for a

- maximum of 4 months or to dissolve it in whole or in part, without being liable for any compensation or guarantee, in the following cases: If the client does not, not properly or not timely comply with any obligation arising from the agreement concluded with Kupan or from a related agreement; if good ground exists for the fear that the client is or will not be able to meet its contractual obligations, such as in the event of bankruptcy, suspension of payment, seizure of assets, cessation, liquidation or partial transfer whether or not for the security of the client's business, including the transfer of an important part of his receivables;
- 12.2 During the suspension, Kupan is authorized and at the end of it, he is obliged to opt for execution or full or partial dissolution of the suspended agreement (s).
- 12.3 In the event of suspension pursuant to paragraph 1, the agreed price shall be immediately due and payable, after deduction of the instalments already paid and of the costs saved by Kupan as a result of the suspension, and Kupan shall be entitled to reserve the costs reserved by it for the execution of the agreement. processing or making raw materials, materials, parts or other items stored at the expense and risk of the client.
- 12.4 In the event of dissolution pursuant to paragraph 1, the agreed price - if no previous suspension has taken place - will be immediately due and payable, after deduction of the already paid installments and of the costs saved by Kupan as a result of the dissolution, and the principal shall be obliged to pay pay the aforementioned amount and take possession of the items included therein, failing which Kupan is authorized to store these items at the expense and risk of the client or to sell them at the expense and risk of the client.

Article 13. Retention of title

- 13.1 Kupan reserves the ownership of all goods delivered by him that have not been paid in full or in part.
- 13.2 This retention of title serves as security for all that Kupan owes to the seller in respect of or in connection with the deliveries made by the client, including interest and costs.
- 13.3 The client is obliged as long as not paid in full or in part, to have the goods delivered in such a way that the goods are immediately recognizable to everyone as the property of Kupan. The Client is thus not entitled to dispose of the items subject to the retention of title, other than in accordance with his normal business operations and the normal destination of goods.
- 13.4 The Client is not authorized to pledge, rent, deposit, use, loan, sell or deliver the goods on which the retention of title rests.
- 13.5 In the event of non-compliance by the client, Kupan shall be entitled to all goods on which the retention of title is vested without judicial proceedings intervention. Client is obliged to these matters on first demand from Kupan to return it to him or to keep it available for Kupan, at the expense and risk of the client.

Article 14. Applicable law and disputes

- 14.1 Dutch law applies to all agreements concluded between Kupan and the client, with the exclusion of the Vienna Sales Conventions (UN Convention on Contracts for the International Sale of Goods). All disputes that may arise as a result of an agreement to which the present conditions apply in whole or in part, or of further agreements that might be the case, will be settled by arbitration in accordance with the regulations of the Arbitration Council. for the build.

Description of the service

Kupan B.V. Ladies Jolinkweg 46, 7051 DL Varsseveld, VAT number: NL810695339B01, KVK nr: 09035138 Arnhem, hereinafter referred to as Kupan, supplies products based on Compact HPL in the sectors education, hotels and utilities, sports and fitness, swimming pools and saunas, recreation and campsites, airports, health care, food and industry, laboratories and cleanrooms. You can think of toilet walls, washing trays, lockers, cabinets, bench seats, doors, wardrobe systems and duct panels. To make these products available, Kupan offers these products through their webshop. Information about the products can be found on the Kupan website. All information that must be entered with an order is necessary for the correct processing of this order. Think about contact about delivery times, incorrect orders, assembly, confirmations of orders, contact about quotations, etc. The data entered can only be viewed by office workers and technicians within Kupan. The data is used to make the correct construction drawings, to have contact in connection with orders, to ensure the production of the right products. Delivery and assembly. The processing of data only takes place within the organization Kupan. Data are only recognized, they are adjusted in case of inaccuracies or adjustments at the request of the customer.

Data that is being processed

Analytical (website and webshop) data, data from Facebook and Instagram. Data entered with an order. Payment details. The reliability requirements that apply to the processing: Kupan must treat customer data with respect for privacy. The data will not be resold to third parties and will

not be used for purposes outside the business. All employees and external parties hired by Kupan must treat and retain the data they can view with the utmost care. The data will not be used by anyone with a purpose other than the business purpose of Kupan B.V. The data are not used for personal purposes. All internal and external parties that come into contact with personal data will observe the duty of confidentiality that is imposed on them. By means of audits carried out by an external party, Kupan will check twice a year whether processors observe the privacy of the data shared by Kupan.

Security by the processor

The data that Kupan obtains from its customers are 99.9 percent business data. Kupan does not process personal data such as date of birth, or BSN numbers. Every employee who can view the details of the customer must enter a password to do so. Financial data is also secured in this way. All passwords are protected by encryption and can not be accessed by employees.

Transparency about security

The data collected via the website and the webshop for analytical purposes are used to make the website and webshop as customer-friendly as possible. Kupan achieves this by using these data to make products easier to find, to make the website and webshop easier to navigate and to make the pages more transparent and findable and to apply other actions in line with this. These data are only available to the management, webshop and website administrators, webshop and website developers and marketing team internally and externally at Besite, processor. The analytical data are used to ensure optimal working sites, good findability

on Google, also through advertising and remarketing purposes. This data can only be viewed with the permission of the management of Kupan, a request must be sent by Kupan. This can only be accepted by means of an account with a password. All analytical data can only be viewed after entering a password. Kupan B.V. will use an external independent party twice a year to check compliance with security rules concerning the data to be processed by Kupan B.V. This could include IT auditors and penetration testers. Transparency about security incidents that occurred In the event of an internal data breach or internal security incident, Kupan must report this incident to the AP within 72 hours. Those involved will be notified within 120 hours. Kupan also provides these guidelines to its processors. In addition, external processors of Kupan data can be expected by Kupan to report directly to Kupan and adequately inform the persons whose data have been leaked.

Processing by sub-processors

Processors are forbidden to obtain data obtained from Kupan B.V. to be processed by sub-processors. If a processor wishes to sub-edit a data, they must obtain explicit permission from Kupan B.V. after which guidelines are included in this processor agreement before permission is granted.

Processing of personal data outside the Netherlands

The data processed by our dealers abroad. Kupan has 19 dealers from Kupan products outside the Netherlands. They only receive information from customers in their country / region. The rules of this processor agreement also apply to them. They are prohibited from having this

data processed by third parties. Should the need arise to have data processed by external parties, they will have to obtain explicit permission from Kupan B.V. where following the guidelines for this are included in this processor agreement before data is provided to third parties.

Conditions for renegotiation or termination of the agreement.

If changes occur in the processed personal data or the reliability requirements that give rise to the renegotiation of the processor agreement, then the entire processor agreement will be revised with due observance of the parties or personal data subject to change. If a processor chooses to terminate the relationship with Kupan in any way, this processor must report all data held by Kupan within a period of no longer than the notice period with a maximum duration of one calendar month. Data held by the processor submitted to Kupan B.V. accessories must be destroyed to the extent permitted by law. Should Kupan B.V. after repeated attempts to prevent contact with the processor, Kupan is forced to make efforts to what can reasonably be expected, depending on the nature and the risks of the personal data.

New processors

New processors agree on the activities with the processor agreement prior to entering into the agreement. For new processors as well as for current processors, if the contract is terminated in any way whatsoever and irrespective of who initiated it, the processor will make a report of the last known data and delete it, with the exception of data legally longer in the to remain property.

Current processors

With current processors it is determined that after termination of the contract in any way whatsoever and independently who initiated this termination report the latest known data and these will be

removed after the notice period, with the exception of data that must legally longer be held. stay.

Glossary

The processor is the same as the processor and means: all actions that can be carried out with personal data, from collecting up to and including destruction.