

1. General

- 1.1. The legal relationship between the buyer and Vandersanden, and everything connected therewith, shall exclusively be governed by the following provisions (in hierarchically descending order, the next one in the list applies if the previous one does not exist or does not stipulate anything): (i) the written and signed special agreement; (ii) the order confirmation issued by Vandersanden; (iii) the possible product warranty document (including any appendices); (iv) these general terms and conditions; and (v) Belgian law, to the exclusion of other legal provisions which would result in the application of a law other than Belgian law. Vandersanden rejects all other provisions and conditions (including, without limitation, general or specific (purchase) conditions of the buyer, even if these stipulate that they alone apply), with the sole exception of conditions which Vandersanden has expressly agreed upon in writing with the buyer. If Vandersanden has expressly agreed to such conditions in writing in advance, these general terms and conditions shall continue to apply in a subsidiary manner. These derogations expressly accepted in writing shall be valid only for the Agreement to which they relate and cannot be invoked in any other, even similar, agreements. The court of the place of the registered office of Vandersanden shall have exclusive jurisdiction for any disputes between Vandersanden and the buyer.
- 1.2. If one or more provisions of the Agreement concluded between Vandersanden and the buyer should prove to be invalid, the remaining provisions shall continue to apply. In such case, in place of the invalid provisions, provisions shall come into force which, taking into account the intention of the parties, are as close as possible to these provisions in a legally effective manner. These general terms and conditions are considered to be balanced by the parties and shall therefore always be interpreted taking into account the concrete circumstances of the collaboration.
- 1.3. If Vandersanden should fail to enforce or apply one or more of the rights listed in these general terms and conditions, even repeatedly, this can only be considered as tolerating a certain situation and shall not lead to a forfeiture of rights. Such omission can never be considered as a waiver of such provision(s) and shall never affect the validity of these rights. The buyer cannot derive any right from a possible non-application, nor can the non-application prevent Vandersanden from exercising the right(s) concerned at a later date.
- 1.4. Vandersanden always reserves the right to amend these general terms and conditions. Any changes shall always be communicated to the buyer in advance. Changes to essential elements of the Agreement shall always be based on objectively justifiable factors.
- 1.5. Unless otherwise agreed in writing between the parties, the buyer shall not be entitled to transfer the rights and obligations arising from the Agreement to a third party.
- 1.6. Vandersanden has the right to have (part of) its goods and/or services supplied/executed by a supplier or subcontractor.

2. Offers, quotations, orders, specifications and formation of the Agreement:

- 2.1. Any offer made on the website, in catalogues, newsletters, notes, brochures and other publicity announcements are for informational purposes only. Offers are in any case only valid as long as stocks last. Obvious mistakes and/or obvious errors in the offer shall not be binding on Vandersanden. Vandersanden shall only be bound to a best efforts obligation in respect of the accuracy, updating or completeness of the information offered.
- 2.2. The images or photos are intended as an indication; Vandersanden cannot guarantee that the colours displayed will exactly match the actual colours of the goods. Any samples provided are always indicative to show the type of brick. A sample shall only be valid as a delivery sample for a specific site if this has been agreed in writing.
- 2.3. All our offers, quotations and specifications are without obligation and should only be regarded as an invitation to the buyer to place an order. Quotations are valid only for the specific order and therefore do not automatically apply to subsequent (similar) orders. Furthermore, quotations are only valid for the period stated on the quotation, unless explicitly agreed otherwise. If no validity period is stated on the quotation, the period of validity of the quotation shall be limited to thirty (30) calendar days.
- 2.4. Orders shall only be deemed to have been accepted and shall only bind Vandersanden after Vandersanden has confirmed them in writing by means of an order confirmation.
- 2.5. The agreement between Vandersanden and the buyer shall only be formed after the written agreement has been signed or an order confirmation has been sent by Vandersanden (hereinafter referred to as the 'Agreement').
- 2.6. No Agreement/order can be cancelled once the order has gone into production. If the buyer cancels the Agreement/order, in whole or in part, or fails to comply with its purchase obligation, the buyer shall be liable to pay Vandersanden, unless expressly agreed otherwise, as of right and without formal notice, according to the goods ordered a fixed compensation of 25% on the full amount of the order. If the cancellation relates to an order involving a production to order of the buyer, the buyer will at all times owe the full agreed price of the order.

There can never be a cancellation with regard to goods already delivered.

3. Price

- 3.1. All prices are net prices in euros, excluding VAT, taxes and levies, or any other charges and costs, such as insurance and administration costs, delivery and shipping costs and installation costs, unless expressly agreed otherwise.
- 3.2. Vandersanden reserves the right to change the prices stated on the price list, the website, in catalogues, newsletters, notes, leaflets and other publicity announcements at any time. Nevertheless, the goods and/or services shall be invoiced on the basis of the rates applicable at the time the Agreement is concluded. Obvious errors, manipulations or mistakes (such as obvious inaccuracies) can also be corrected by Vandersanden after the conclusion of the Agreement.
- 3.3. Currency fluctuations, increases in prices of materials and raw materials, increases in prices by suppliers of Vandersanden, wages, salaries, social security costs, government-imposed costs, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums and other objective causes which necessitate a price increase, occurring between the placing of the order/signature of the Agreement and the delivery of the goods and/or services, may lead to a price increase. Vandersanden shall always inform the buyer in advance of any price increase.
- 3.4. Any price changes based on objective factors after the conclusion of the Agreement cannot give rise to compensation.

4. Delivery and delivery period

- 4.1. Unless otherwise agreed, deliveries shall always be made 'Free Carrier' (FCA) to the warehouses or registered office of Vandersanden.
- 4.2. The agreed delivery conditions shall always be interpreted in accordance with the Incoterms® that are valid at the time the Agreement between Vandersanden and the buyer is concluded.
- 4.3. The buyer shall be obliged to accept the delivery at the agreed delivery address and time, or to have these goods collected. In case of failure on the part of the buyer to comply with this obligation (such as, but not limited to, refusal to accept delivery, physical inaccessibility of the delivery address, closed doors at the buyer's premises, failure to collect the goods, etc.), without informing Vandersanden of this in good time, at the latest 48 hours prior to the delivery, the delivery shall be deemed to have been made at the time specified by Vandersanden. In addition, Vandersanden, without prejudice to its other rights pursuant to the law and the Agreement, shall also be entitled to store the goods or to keep them stored at the expense and risk of the buyer, without a formal notice being required, and to charge the costs involved to the buyer. In that case, the buyer cannot refuse payment on the grounds that delivery has not taken place.
- 4.4. The delivery periods granted by us are always approximate and are not an essential part of the Agreement. In case of late delivery, Vandersanden and the buyer shall agree on an additional period, but Vandersanden cannot be fined for the delays incurred, nor can any compensation or interest or the dissolution of the Agreement be claimed by the buyer. If, due to force majeure (in accordance with Article 8 of these general terms and conditions), Vandersanden should be prevented from delivering, or from delivering in the normal manner, it shall be entitled to extend the delivery period by the duration of the force majeure event. Accordingly, a delay in delivery shall not relieve the buyer of any obligation to accept or pay for the goods and/or services. In the event of non-delivery of the goods and/or services, any advance payments made by the buyer shall be refunded in full by Vandersanden.

5. Invoicing and payment

- 5.1. For invoicing purposes, only the quantity determined in our factory shall be valid. A consignment note, delivery note or similar document issued upon delivery of the goods shall be deemed to accurately reflect the quantity of the goods delivered. Disputes concerning the quantity shall only be considered for discussion if they are made immediately on receipt of the goods and if they are reported to us in writing within eight (8) calendar days of delivery at the latest.
- 5.2. Vandersanden shall be entitled to demand payment in advance of all or part of the amount of the order, or to demand a sufficient bank guarantee or other security, before performing its part of the Agreement.
- 5.3. The buyer shall not be allowed to make payments to intermediaries and, when doing so, the buyer shall bear full liability and responsibility for this. Vandersanden's invoices shall be deemed to be accepted if they are not disputed in writing within eight (8) calendar days after receipt.
- 5.4. Vandersanden shall be entitled, in the case of obvious errors in the invoice sent (even if it has been accepted by the buyer), to correct these errors and to send the buyer an additional or correct invoice. The buyer shall also pay this invoice in accordance with the provisions of this Article.
- 5.5. Payments must be made by transfer to the bank account number specified on the invoice, without any deduction or discount, at the registered office of Vandersanden within thirty (30) calendar days following the date of the invoice, unless otherwise specified on the invoice.
- 5.6. In addition, in case of failure to pay the invoice in full after the aforementioned due date:
 - a) interest of 1.25% per month shall be due by operation of law and without prior formal notice, and any month started shall be regarded as a complete month;
 - b) the buyer shall be liable, by operation of law and without prior notice, for a flat-rate compensation equal to 10% of the total invoice amount, with a minimum of 60 euros, without prejudice to Vandersanden's right to prove higher damage;
 - c) the buyer shall be liable, by operation of law and without prior notice, to pay all judicial and extrajudicial collection costs;
 - d) Vandersanden shall be entitled, if the buyer fails to make payment within a period of fifteen (15) calendar days after receipt of a written formal notice to that effect, to (i) declare all other invoices, even those not yet due, to be immediately due and payable; (ii) suspend further performance of the Agreement; (iii) reclaim the goods supplied.
- 5.7. Complaints concerning the delivered goods do not give the buyer the right to suspend payment and/or invoke the right of retention. The time of payment shall be the moment at which the amount owed has been transferred to the account of Vandersanden.
- 5.8. Acceptance of payments shall take place without prejudice to any rights, and any incoming payments shall first serve to settle (i) collection costs, (ii) damages, (iii) interest, (iv) the oldest outstanding principal(s), irrespective of what the buyer states in this regard.

6. Complaints and warranty

- 6.1. After delivery, the buyer must immediately check the goods and/or services for conformity, and communicate any immediately verifiable deviations in the goods and/or services delivered, and/or related complaints, to Vandersanden in writing (by post or via service@vandersanden.com) within eight (8) calendar days after delivery, on pain of forfeiture. After expiry of the above-mentioned period, or if the materials have been processed, the delivery shall be deemed to have been made in accordance with the written Agreement or order confirmation. We can no longer accept complaints that are reported to us after part of the delivered goods have been processed.
- 6.2. Complaints relating to hidden defects in the goods delivered and/or the services provided must be reported to Vandersanden in writing (by post or via service@vandersanden.com) on pain of inadmissibility within a period of eight (8) calendar days after the discovery of the defect, or when the buyer should have reasonably discovered these defects. Such complaints must be reported to Vandersanden at the latest within the applicable warranty period and in accordance with the conditions as stated on the product warranty documents supplied (including any appendices), or no later than one (1) year after delivery in the absence of the aforementioned product warranty document.
- 6.3. A complaint is only admissible if the buyer can demonstrate a defect in the materials. Our liability shall only apply if it is proven that the delivered goods have become unusable as a result of facts for which we are responsible. Normal wear and tear and other causes not attributable to us, such as improper handling, overloading or the like, discharge us from any liability. Differences in colour and structure are inherent in the material of coarse ceramic goods and should therefore not be considered a defect in the goods. Minor damages which do not substantially affect the usability of the goods cannot be considered a defect in the goods either.
- 6.4. If Vandersanden is only acting as a reseller, Vandersanden cannot be held liable in respect of any complaint or damage other than in connection with the conformity of the delivery (in accordance with Article 6.1) and all complaints and/or damage, other than those in respect of the conformity of the delivery, belong exclusively to the responsibility of the supplier/manufacturer from which Vandersanden has purchased the goods concerned. The buyer must report these complaints and/or damages correctly and in a timely manner in accordance with the present article 6, after which Vandersanden will directly forward this complaint to the respective supplier/manufacturer. In the further settlement of this complaint or damage procedure, Vandersanden will only act as an intermediary between the buyer and the supplier/manufacturer, whereby the responsibility of Vandersanden remains limited to the passing on of information, without Vandersanden being held liable in any way with respect to the actual complaint and/or damage.
- 6.5. In the event of complaints reported to Vandersanden in a timely and correct manner, Vandersanden shall, at its own choice and discretion, and if applicable taking into account the provisions in the documents regarding the product warranty and frost resistance: (i) repair the

defective goods or replace them with similar goods, or (ii) proceed to a reduction of the purchase price. If Vandersanden proceeds to replace the goods, the transport costs involved shall be borne by Vandersanden. If Vandersanden proceeds to reduce the purchase price, such reduction shall consist of the part of the purchase price that is attributable to the defective goods in accordance with the extent of the defect in the goods. The buyer acknowledges that each of these measures individually shall represent full and adequate compensation for any possible damage resulting from possible defects, and accepts that the implementation of these measures cannot be deemed acceptance of liability by Vandersanden.

- 6.6. Vandersanden reserves the right to determine the non-conformity of the delivery and/or other defects and to determine the cause thereof.
- 6.7. Complaints and/or any (partial) replacement or repair of goods and/or services shall in no case relieve the buyer of its obligation to pay within the period(s) stipulated in the respective invoice.
- 6.8. The possible replacement of goods or repetition of services cannot give rise to the payment of any compensation, nor to the dissolution of the Agreement between Vandersanden and the buyer.

7. Liability

- 7.1. Vandersanden's liability in respect of the goods and/or services shall be limited to its statutory responsibilities as producer and/or reseller (also see article 6.4.), depending on the circumstances.
- 7.2. Vandersanden's liability shall at all times be limited to the liability imposed by law in a mandatory manner in the given factual circumstances and shall, in any case, be limited to the lowest of the following two amounts: (1) the relevant invoice amount, or (2) the amount of the compensation under the insurance policies entered into by Vandersanden.
- 7.3. Vandersanden shall not be liable for (i) damage caused by the buyer, end user or any third party; (ii) damage resulting from default on the part of the buyer and/or end user; (iii) damage as a result of the incorrect or improper use of the purchased goods; (iv) damage to purchased goods which the buyer has attempted to alter, or when the buyer has used components which do not comply with the parameters as provided for by Vandersanden; (v) damage as a result of non-compliance by the buyer, its staff or employees and/or the end user with statutory and/or other obligations, including the installation, maintenance and/or processing instructions which are supplied with the goods or are available on the Vandersanden website; or (vi) any damage as a result of incorrect and/or incomplete information provided by the buyer.
- 7.4. Except in the case of intent or gross negligence, Vandersanden shall in no case be liable for loss of profits or production, environmental damage, loss due to stagnation, delays in construction, loss of orders, processing costs or any other consequential or indirect damage, of any nature whatsoever, suffered by the buyer or third parties. Furthermore, Vandersanden shall not be liable for damage caused by its employees, subcontractors or any other third party (except for damage caused by intent or gross negligence).
- 7.5. The buyer shall indemnify Vandersanden against any liability towards third parties which goes beyond the liability Vandersanden has towards the buyer.

The buyer acknowledges that Vandersanden offers no guarantee that the goods comply with the regulations or requirements which apply in any jurisdiction, except for the regulations or requirements which apply in Belgium, as they apply at the time of delivery of the goods to the buyer by Vandersanden, so that Vandersanden cannot be held responsible for any subsequent amendments to the law of any nature whatsoever.

8. Force majeure and hardship

- 8.1. Vandersanden shall not be liable for shortcomings in the fulfilment of its obligations which are caused by force majeure or hardship.
- 8.2. Force majeure shall include all circumstances which are unforeseeable or unavoidable at the time the Agreement is concluded and which (temporarily) create the impossibility for Vandersanden to perform the Agreement, such as, but not limited to, war, natural circumstances and/or disasters, epidemics, pandemics, weather damage, fire, confiscation, illness, strike, shortage of staff, exhaustion of stock, machine failure, lock-out, electrical, computer, Internet or telecommunication failures, hacking, decisions or interventions by the authorities (including the denial or cancellation of a permit or licence), fuel shortages, delays at and/or bankruptcy of contractors or other third parties whose services/goods Vandersanden relies on.
- 8.3. Hardship shall include all circumstances that arise and which would make the performance of the Agreement more difficult for Vandersanden, either financially or otherwise, than could reasonably be foreseen.
- 8.4. In the event of force majeure or hardship, Vandersanden may, at its choice and discretion, without prior formal notice or judicial intervention being required, and without any right of recourse against Vandersanden: (i) propose to the buyer to replace the missing goods with a functional equivalent; (ii) temporarily suspend the performance of its obligations; (iii) dissolve the Agreement between Vandersanden and the buyer out of court, if the Agreement cannot be performed for more than three (3) months due to force majeure; or (iv) renegotiate the conditions under which the Agreement shall be performed. If the buyer does not participate in these renegotiations in good faith, Vandersanden may, in accordance with Article 1 of these general terms and conditions, request the court to determine new contract terms and/or to sentence the buyer to pay damages.

9. Data protection

- 9.1. Both parties undertake to comply with the current applicable international and national privacy legislation, i.e.: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR); and (ii) the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. The buyer hereby explicitly confirms that all data it submits to Vandersanden was collected in accordance with the aforementioned privacy legislation. Consequently, the buyer shall indemnify Vandersanden if it receives any claim from a natural person whose data were transferred to, collected and/or processed by Vandersanden with a view to the performance of the Agreement.
- 9.2. Vandersanden will only request the personal data of its buyers that are necessary for the purpose of its processing. Vandersanden will only process personal data with a legal basis. This data will be used and processed in accordance with Vandersanden's Privacy Policy (which can be consulted at <https://www.vandersanden.com/nl-be/privacy-policy>). The buyer authorises Vandersanden to transfer this data to third parties (including but not limited to its subcontractors, transport companies or the respective producers/suppliers of the goods and/or services sold) with a view to the performance of the Agreement.
- 9.3. Vandersanden shall take all necessary measures to protect the personal data of its buyers and shall not pass it on to third parties without a legal basis.
- 9.4. The buyer may at any time request access to, rectification, erasure, restriction of processing and portability of its data
 - a) by post: Vandersanden Steenfabrieken NV, Riemsterweg 300, B-3740 Bilzen (Belgium);
 - b) by e-mail: security@vandersanden.com

10. Dissolution of the Agreement

Without prejudice to any other grounds justifying the immediate dissolution/termination of the Agreement by Vandersanden, Vandersanden shall be entitled to dissolve the Agreement by registered letter or by qualified electronically registered mail, without prior formal notice, without the intervention of a court and without owing any compensation, in any of the following situations:

- a) The buyer is dissolved or goes into liquidation, is declared bankrupt or any other insolvency procedure provided for in Book XX of the Belgian Economic Code is initiated, or a significant part of its assets are attached, or in any other situation in which all or a significant part of the buyer's assets are subject to the direct or indirect control of the creditors, the courts or any third party, public or otherwise, or any other circumstance which may damage confidence in the creditworthiness of the buyer;
- b) The buyer still fails to comply with its contractual obligation after having been given a formal notice by registered letter or by qualified electronically registered mail and having been reminded to remedy this within a reasonable period of fifteen (15) calendar days.

11. Reservation of title

- 11.1. Vandersanden shall remain the exclusive owner of the goods sold and delivered, even if processing has already taken place and thus the goods have been incorporated, until the buyer has met all of its obligations (including payment of the invoice, covering the principal, interest and costs). However, all risks are transferred to the buyer upon delivery of the goods.
- 11.2. Until the transfer of ownership, the buyer shall not be entitled to sell, process, use, transform, transfer or encumber the goods, nor have a right of disposal over them. In the event that the buyer resells the goods, even after processing, mixing or incorporating them, it shall transfer all claims arising from this resale to Vandersanden.
- 11.3. The buyer shall be obliged to pay Vandersanden the amount which it receives for the goods to which the reservation of title applies as compensation for the termination of Vandersanden's right of ownership and as a guarantee for Vandersanden of the value of the goods to which this right of ownership applies.
- 11.4. The parties agree that the various Agreements/orders between them shall be considered parts of one economic whole, and that Vandersanden shall always retain title of the goods that are in the possession of the buyer at any time, as long as the buyer has outstanding debts to Vandersanden.
- 11.5. If the buyer fails to meet its obligations, or there is a well-founded fear that it will not do so, Vandersanden shall be entitled, by operation of law and at the buyer's expense, to collect the delivered goods to which the retention of title referred to in Article 11.1. relates, or have them collected, from the buyer or from third parties who are keeping the goods for the buyer. Upon return of the goods in the case of:
 - a) make-to-stock goods, insofar as these goods are found to still be in good condition, the amounts already paid shall be refunded to the buyer after deduction of: (i) the loss of profit, estimated at a fixed amount of three percent (3%) of the total invoice amount; and (ii) fixed damages of five percent (5%) of the total invoice amount for the (additional) management and administration costs. This is without prejudice to Vandersanden's right to prove higher damage;
 - b) make-to-order goods, Article 2.6. b) of these general terms and conditions shall apply in full, and the full invoice amount (including interest and costs) shall remain payable by the buyer.
- 11.6. The buyer must always do anything that may reasonably be expected of it to safeguard the ownership rights to the unpaid goods. If third parties confiscate these goods, or wish to establish or assert rights over them, the buyer shall be obliged to immediately notify Vandersanden of this, at the latest 48 hours after such confiscation.

12. Intellectual property rights

Vandersanden shall remain the exclusive owner of all intellectual property rights which it owns in relation to the goods and/or services supplied by it. The Agreement between Vandersanden and the buyer does not imply any transfer of rights in this respect.

13. Possibility of inspection

- 13.1. Translations of the general terms and conditions of Sale can be requested from the registered office of Vandersanden. In the event of problems of interpretation, only the Dutch version shall be retained as legally valid.
- 13.2. Übersetzungen des allgemeinen Verkaufsvoraussetzungen können konsultiert werden auf dem Sitz der Vandersanden. Wenn es Interpretationsprobleme gibt, ist nur die niederländische Version rechtsgültig.
- 13.3. Il est possible d'obtenir une traduction des conditions de vente au siège social de Vandersanden. En cas d'interprétation, seul la version néerlandaise fait foi.
- 13.4. It is possible to obtain a translation of the Sales conditions from the registered office of Vandersanden. In case of interpretation only the Dutch version is legally valid.