

General Terms and Conditions of Sale and Delivery QbiQ B.V. 01-01-2021

Definitions

Offer: The offer made by or on behalf of QbiQ, in whatever form, including, but not included limited to, offers, quotations and introduce.

General terms and conditions: The present set of general terms and conditions.

Service: The assignment (contracting work) to QbiQ to take care of the delivery and assembly of the Product.

Defect: Failure of the Product and / or the Service to comply with the Agreement.

Client: The person who, whether or not acting in the exercise of a profession or business, concludes an agreement with QbiQ for the purchase of the Product and / or orders the delivery of a Service.

Delivery time / Implementation period: The period agreed between QbiQ and the Client within which the Product will be delivered or the Service / Agreement will be implemented by the Client and QbiQ.

Order: The acceptance by Client of the Offer of QbiQ.

Quotation: making an offer by QbiQ, including, if desired, to a greater or lesser extent the Product and / or Service to be delivered by QbiQ - and the estimate of the associated costs.

Agreement: The agreement concluded between the Client and QbiQ with regard to the sale, purchase and delivery of the Product and / or the performance of the Service, to which these General Terms and Conditions apply.

Parties: QbiQ and the Client jointly.

Price: The amount to be paid by the Client to QbiQ for the Product and / or Service.

Product: The movable property to be delivered by QbiQ to the Client on the basis of the Agreement.

QbiQ: The user of this General requirements, **QbiQ B.V.**, established in Alphen aan den Rijn, being a wholesaler in building materials and development, production and wholesale in movable system walls and other interior parts, which one Agreement closes with Client.

2 Applicability and interpretation

2.1 In the event of conflict, the Agreement shall prevail over these General Terms and Conditions.

2.2 These terms and conditions are applicable to all (invitations for making an) Offer, quotation, acceptance, order, confirmation, Agreement and contract between QbiQ and the Client, as well as to all (legal) relationships between the parties arising from or otherwise connected to these.

2.3 QbiQ explicitly rejects any reference by the Client to its own purchase or other conditions.

2.4 If one or more of the provisions of these General Terms and Conditions are null and void or destroyed or lose their validity in any other way, the other provisions will remain in force undiminished. The first-mentioned provision (s) will in that case be replaced by a new one valid provision that corresponds as much as possible to the purpose and scope thereof.

3 Offer, formation and amendment

3.1 Any Offer made by QbiQ is without obligation, unless explicitly stated otherwise, and is made under the suspensive conditions that QbiQ has proven the Client's creditworthiness to be satisfactory and / or payment by the Client is guaranteed with sufficient certainty.

3.2 If an Offer is accompanied by budgets, plans, catalogs and / or other documents, these will at all times remain the property of QbiQ and must be returned to QbiQ at its first request. They may not be reproduced or given to third parties for inspection without the express written permission of QbiQ.

3.3 The Agreement is concluded if and as soon as QbiQ has accepted QbiQ's Offer and QbiQ has confirmed this by sending a written order confirmation. If an assignment has been given to QbiQ orally (including by telephone), the Agreement will only be accepted by QbiQ if it sends a written confirmation of the assignment to the Client.

3.4 QbiQ is free to prove that it has accepted the Client's assignment in a different way.

3.5 In the event of inconsistencies between the Quotation signed by the Client and the written order confirmation, the written order confirmation is binding, subject to proof to the contrary.

3.6 Changes to the Agreement are only binding on QbiQ if they have been accepted by it in writing.

3.7 Due to an amendment to the Agreement, the originally stated term of execution may be changed. QbiQ can refuse a request to amend the Agreement without being in default.

3.8 If the Client provides QbiQ with data, drawings, data, etc., QbiQ may assume that they are correct and QbiQ will base its Offer on this.

3.9 QbiQ cannot be held to its Offer if the Client can or should reasonably have understood that it, or any part thereof, contains an obvious mistake or clerical error.

3.10 QbiQ cannot be bound by information provided by it, such as, but not limited to, price lists, brochures, folders and website insofar as no explicit reference is made to that information in an Offer.

3.11 In the case of an Offer by QbiQ, there is no obligation for QbiQ to deliver a part of the Offer at the proportionate part of the Price stated for the whole for this part.

4 Prices

4.1 All prices used by QbiQ are exclusive:

- a. sales tax and other government levies,
- b. any costs to be incurred in the context of the (performance of the) Agreement, including travel and accommodation costs, shipping, transport, packaging and administration costs and import and export costs (including the costs as stated in article 10.3 of these General Terms and Conditions), as they apply at the

time of the performance of the Agreement, unless otherwise agreed in writing.

4.2 All prices are in euros, unless otherwise agreed in writing.

4.3 If a Price has already been agreed upon at the conclusion of the Agreement and one or more cost price factors subsequently undergo an increase, QbiQ may increase the agreed Price accordingly and charge it to the Client.

4.4 QbiQ reserves the right to charge additional costs to the Client that were not foreseen at the time of the conclusion of the Agreement.

5 (Down) payment and default

5.1 Payment of invoices must take place within 14 days after the invoice date, without any setoffs or deductions, by deposit or transfer to a bank account (s) designated by QbiQ. Payment of an amount has taken place when it is credited to a QbiQ bank account.

5.2 Payment terms used by QbiQ are strict deadlines.

5.3 QbiQ can impose additional conditions on payment, including that full or partial prepayment of the invoice must take place at the time of the conclusion of the Agreement and / or prior to

delivery of the Service or the Product and / or shipment of the Product, whereby QbiQ determines which percentages of the Price and during which phase of execution of the Agreement these percentages of the Price must be paid in advance. QbiQ can also reserve the right to proceed with delivery and / or shipping only when payment has been made by the Client.

5.4 If the Client does not pay (on time), the Client is in default by operation of law. The Client will then owe statutory commercial interest or an interest of 1.5% per month on the invoice amount (whereby part of a month is regarded as a whole month), depending on which of the aforementioned interest is higher at the time of default, monthly. comply.

5.5 QbiQ is at all times entitled to require payment in advance, immediate payment or security from the Client, subject to suspension of its obligations, for the fulfillment of all payment obligations of the Client towards QbiQ. This request must be complied with immediately by the Client. In the absence of this, the Client will be immediately in default without a notice of default being required.

5.6 Contrary to the foregoing, all that the Client owes QbiQ at that time becomes immediately and fully due and payable if:

- a. If the Client does not fulfill its obligations under the Agreement, or if there is reasonable doubt on the part of QbiQ, or if the Client is not (no longer) reasonably able to be deemed to fulfill his obligations under the Agreement;
- b. A request is made for debt assistance, admission to the Statutory Debt Restructuring Scheme for Natural Persons, bankruptcy or dissolution of (the company of) the Client;

- c. The Client takes the decision to file for its own bankruptcy or to dissolve its company;
- d. With regard to the Client or part of the assets of the Client a request has been submitted for the appointment of a receiver, administrator or mentor or such a request has been granted;
- e. The Client has applied for or has been granted a moratorium on payments;
- f. If through the issue, transfer or transfer of shares in the capital of the company into which the Client has contributed the establishment, through the transfer of voting rights to those shares, or as a result of a merger or split, through the subscription of shares or otherwise, the control over the activities of the company used by the Client is obtained by one or more others, within the meaning of the SER - Merger Code of Conduct 2015 Decree, irrespective of whether the code of conduct applies to the acquisition in question;
- g. A request to seize the Client's property or property rights is submitted, or such an attachment is actually levied;
- h. The Client is a natural person and he has died or has become permanently incapacitated for work;
- i. The Client's business activities are actually discontinued;
- j. The Client implements its intention to offer an arrangement / composition with creditors to avert bankruptcy, a moratorium on payments, debt counseling or debt rescheduling.

5.7 If the Client does not pay (on time), the Client will owe QbiQ extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Standards Act and the accompanying decision.

5.8 In addition to the extrajudicial costs, the Client also owes the judicial costs actually incurred by QbiQ, associated with the collection procedure.

6 Delivery time

6.1 The Delivery Time and / or Execution Period is determined approximately by QbiQ; this is therefore indicative and never implies a strict deadline. QbiQ reserves the right to change the delivery time and / or execution period in the meantime.

6.2 When determining the Delivery Time and / or Performance Period, QbiQ assumes that it can perform the Agreement under the circumstances that should reasonably have been known to it at the time of this determination.

6.3 In the event of a change in the circumstances, as reasonably known to QbiQ when the Delivery Time and / or Performance Period was agreed, QbiQ has the right to extend the Delivery Time and / or Performance Period by the time that is reasonably necessary to complete the Agreement under these amended conditions.

6.4 Changes to the Delivery Time and / or Performance Period do not entitle the Client to full or partial dissolution of the Agreement, unless it is of significant size. In that case, the Client can cancel the Agreement by means of a written notification with proof of receipt to QbiQ. He will then owe the price agreed for the Service and / or the Product, after deduction of the costs saved by QbiQ as a result of the

cancellation against delivery or delivery of the Product and / or Service already performed by QbiQ.

6.5 QbiQ has the right to extend the Delivery Time and / or Execution Period in case of:

- a. change in the Product and / or the Service;
- b. if as a result of circumstances beyond the liability of QbiQ for at least five hours or two hours, respectively, most of the workers or machines cannot work, QbiQ has the right to extend the Delivery Time and / or the Implementation Period by one working day, respectively half a working day;
- c. Suspension or suspension of the production of the Product and / or the performance of the Service due to circumstances attributable to the Client;

6.6 Exceeding or interim adjustment of the agreed Delivery Time and / or Performance Period will never entitle the Client to compensation, unless otherwise agreed in writing.

6.7 QbiQ B.V. determines the way in which the Service is performed.

7 Transfer / delivery risk

7.1 Unless agreed otherwise in writing, the Product will be delivered Ex Works in accordance with the Incoterms 2010. Immediately after the Product and / or the Service has been delivered, the Client will bear the risk for all direct and / or indirect damage caused to or by the Product and / or the Service should arise, except insofar as the damage is due to intent or deliberate recklessness on the part of QbiQ. A term applies for the acceptance of the completion in the case of delivery of a Service involving acceptance of work of five working days from the moment that QbiQ has indicated that the work is ready for delivery, after which the work is deemed to have been accepted. After acceptance, the work is considered completed. The work is also considered accepted as soon as the Client has taken it into use. Commissioning is understood to mean, among other things, having third parties carry out work in the area (s) where the Service is performed. Articles 7: 758 paragraph 4 of the Dutch Civil Code and 7: 757a of the Dutch Civil Code (after their entry into force) are explicitly not applicable.

7.2 Minor defects may not be a reason for withholding approval, provided they do not hinder possible commissioning. QbiQ is obliged to repair the defects referred to in this paragraph as soon as possible.

7.3 If the transport of the Product is carried out by or through the mediation of QbiQ, the Client must ensure and guarantee proper, complete and sufficient reception equipment as well as qualified personnel for unloading the vehicle with which the Product is delivered and the Client must guarantee that (storage) place (s), in or where the Product must be unloaded, are unobstructed and accessible without risk.

7.4 The Client is obliged to purchase. If a Product or Service offered by QbiQ is not (cannot) be purchased due to circumstances not attributable to QbiQ, QbiQ is authorized, at its sole discretion, to collect the Product or the materials required for the performance of the Service store and / or sell to third parties or, if storage and / or sale cannot reasonably be

required of QbiQ to destroy or have it destroyed. All costs, as well as any reduction in proceeds, will be borne by the Client. This is without prejudice to any other rights of QbiQ towards the Client.

7.5 If and insofar as Article 7: 757a of the Dutch Civil Code, despite the provisions of Article 7.1, should apply, QbiQ will provide the Client with the delivery file within 4 weeks after the work is considered to be completed, in deviation from that Article. The delivery file contains the information provided by QbiQ when entering into the Agreement, as well as any other information that QbiQ has agreed with the Client.

8 Performance of the Service

8.1 QbiQ will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.

8.2 QbiQ will deliver a window once unbreakable and scratch-free. If cracks or scratches occur after installation, QbiQ is not liable for this, unless the Client proves that this was caused by QbiQ.

8.3 QbiQ is VCA certified; his employees are obliged to comply with this, as well as with the safety regulations applicable at the construction site or delivery address. Therefore, QbiQ is entitled to refuse work in unsafe situations (such as work on non-fixed and / or unapproved scaffolding, work under or between scaffolding, poorly accessible terrain or unsecured galleries, balconies and stairwells).

8.4 If and insofar as, in the opinion of QbiQ, proper execution of the Agreement requires this, QbiQ has the right - without notifying the Client - to have certain activities performed by third parties. QbiQ is not responsible for the way in which third parties engaged by it perform their activities and is not liable for shortcomings of this third party, except in the case of intent or gross negligence on the part of QbiQ. If this third party wishes to limit liability in connection with the performance of the Agreement, QbiQ is authorized to accept such a clause without prior consultation with the Client. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 BW is expressly excluded.

8.5 All devices and / or facilities that are necessary for the installation of the goods to be assembled and / or the correct operation of the goods in the assembled state, fall outside the responsibility of QbiQ and are therefore at the expense and risk of the Client. The client is fully responsible to QbiQ for the correct and timely implementation of the said installations and / or facilities.

8.6 The Client ensures at its own expense and risk that:

- a. QbiQ personnel can perform their work unhindered immediately after arrival at the installation site;
- b. There are sufficient activities for a full day's work for at least two technicians;
- c. QbiQ can perform the activities during normal working hours or, if it deems necessary to set the time of the start and / or end of the activities outside the normal working hours, provided that the Client has timely communicated this to the Client;
- d. suitable housing and / or facilities required by the Working Conditions Act

- and other relevant regulations are available for the personnel of QbiQ;
- e. the place of installation is accessible;
 - f. there is an opening in the façade, protected against damage by the client, per floor of a size that, in the opinion of QbiQ, is sufficient to be able to bring the goods into the space in which the assembly takes place, accessible up to at least five meters from the building;
 - g. the immediately adjacent wall and / or floor parts of the transport route of the materials and the workplace are screened off so that the materials and workers can reach the relevant workplaces without causing damage;
 - h. there is vertical transport with the help of a construction hoist, if possible in terms of dimensions and / or weight of the units or if not possible with a crane & if there are more than four floors, a passenger lift is present and the designated construction site is suitable for storage and assembly;
 - i. the necessary lockable storage places for materials, tools and other goods are available, so that the goods cannot be stolen;
 - j. the room in which the assembly is to take place is clean, dry, water and windproof;
 - k. there is a "free work floor" that can be driven on by mobile scaffolds, without obstacles of any kind and no other persons are present in the space where the assembly is to take place, so that uninterrupted progress of the assembly is possible. With the mobile scaffolding, work can be carried out up to four meters above the finished floor. For work above four meters, such as stairwells, voids and ceilings in rooms where a great free height is required, the Client must provide scaffolding, etc.
 - l. fixing points in floors, roofs, walls, columns, etc., can be installed unhindered without causing damage to roof covering, cables, pipes, etc. ;
 - m. at the start and during assembly, the shipped goods are and remain in the correct place and are not moved by or on behalf of the Clients;
 - n. the materials, tools and other goods made available by the Client meet the (construction) safety requirements prescribed by the government and that all necessary safety and other precautions have been taken and are enforced.

8.7 Not included in the Assignment:

- a. all cleaning work, including that on the Product and any final cleaning;
- b. taking architectural measures;
- c. all risk of breakage and damage to previously installed glass.

8.8 Work to be carried out by third parties above the ceilings to be mounted or by third parties for the system walls to be mounted must be completed in good time before the start of the installation. If ceiling and / or wall panels and / or ceiling and / or wall systems are disassembled after assembly, the additional costs for reassembly, including any material to be replaced, will be charged. If continuation of the work cannot be fitted into QbiQ's schedule, the work will be completed as soon as the schedule permits.

8.9 The construction of the architectural ceiling must be such that the suspension construction of the suspended ceilings or the attachment of system walls and accessories can be mounted directly against it.

8.10 In the opinion of QbiQ, the humidity percentage is too high, which means more than 65%,

certain types of ceiling tiles or wall panels will not be mounted. If such tiles or panels, for whatever reason, still have to be installed, the Client bears the full risk and QbiQ is not liable for the consequences thereof.

8.11 If due to circumstances at the risk of the Client, including the Client's non-fulfillment of its obligations, resulting in a delay in the performance of the activities, the activities will be carried out as soon as QbiQ's planning permits. In addition, the Client is liable for all costs and damage resulting therefrom for QbiQ. Furthermore, the agreed payment schedule must be followed.

9 Retention of title, accession, specification, mixing, pledging and right of retention

9.1 The Product delivered and yet to be delivered by QbiQ remains the property of QbiQ until payment has been made of all that is or will be owed by the Client under the Agreement or any other agreement or legal relationship, including all claims due to failure to perform. of such agreements or legal relationships.

9.2 Any Product delivered or to be delivered by QbiQ that falls under the retention of title pursuant to paragraph 1, may only be resold within the framework of the Client's normal business operations, unless QbiQ has notified the Client that it is no longer authorized to do so.

9.3 If the Client does not fulfill its obligations towards QbiQ or if there is a well-founded fear that this will be the case, QbiQ is entitled to remove the Product that is subject to the retention of title referred to in paragraph 1 of this article at (and with the cooperation of) Client or third parties who hold the Product for Client. To the extent necessary, QbiQ is irrevocably authorized to do so now for then. In that context, the client is obliged to grant QbiQ access to all areas used in its company.

9.4 The provisions of paragraph 3 of this article do not affect QbiQ's right to full compensation.

9.5 Client is obliged:

- a. to insure the Product delivered under retention of title and to keep it insured against the usual risks. This includes, for example, damage due to theft, water, fire and explosion; to make the original policy of the insurance referred to under a of this paragraph available for inspection at the first request of or on behalf of QbiQ and to provide copies of this policy;
- b. to pledge all claims of the Client under the insurance policies referred to under a of this article to QbiQ;
- c. as long as full payment of the delivered Product has not been made, to keep the Product delivered subject to retention of title with due diligence and to ensure that the Product remains undamaged.

9.6 The Client is obliged to mark the Product delivered under retention of title as the property of QbiQ.

9.7 If the Client (partly) forms a new item from the Product delivered by QbiQ, the Client will only form that item for QbiQ and the Client will keep the newly formed item for QbiQ until the

Client has paid all amounts owed to QbiQ under the Agreement. In that case, QbiQ has all rights as owner of the newly formed item until the moment of full payment by the Client.

9.8 The Product delivered by QbiQ to the Client must, in the context of the interpretation of the common opinion with regard to accession and mixing as laid down in Articles 5:14 and 5:15 of the Dutch Civil Code, be counted as the main issue.

9.9 The Client is obliged to cooperate in all ways with all reasonable measures that QbiQ wishes to take with regard to the Product to protect its right of ownership and that do not unreasonably hinder the Client in its normal business operations.

9.10 The Client undertakes in advance - as security for all (future) claims which QbiQ has or will obtain on the Client outside this or similar agreements - at QbiQ's first request, to cooperate immediately in pledging the Product, or the new item as referred to in paragraph 7 of this article, to QbiQ. In this context, the Client undertakes to cooperate unconditionally in meeting the establishment requirements for a legally valid pledge.

9.11 It is not possible to establish a right of pledge and / or any other right or to have it established and / or to impose own seizure on the Product that is subject to retention of title by virtue of paragraph 1 of this article. This prohibition has property law effect as referred to in Section 3:83

in conjunction with Section 3:98 of the Dutch Civil Code. The client is obliged to actively inform

relevant third parties, such as but not limited to financiers, about the foregoing. The client is obliged to inform QbiQ as soon as it knows or should suspect that a third party wishes to establish or impose a right of pledge and / or any other right, including a (third party) attachment, and / or believes that it has obtained this.

9.12 QbiQ can exercise the right of retention on the good / goods provided by the Client to QbiQ for the performance of the Agreement, if and for as long as:

a Client does not (fully) pay the Price to QbiQ; and / or

b the Client does not (fully) comply with QbiQ the Price and other costs of Performance previously performed by QbiQ; and / or

c the Client does not (fully) comply with its other obligations arising from the Agreement.

10 Obligations of the Client

10.1 The Client ensures and guarantees the suitability, correctness and completeness of the information relevant to QbiQ within the framework of the Agreement, including, for example, dimensions, calculations, drawings and the assessment of the suitability and strength of the location where the Product is installed. should become.

10.2 The Client is obliged to take and / or follow all measures and instructions that must be taken (or observed) when using the Product and that contribute to the durability and safety of the Product. This includes all measures and instructions that are mentioned by QbiQ or that are included in manuals and / or instructional material supplied by QbiQ.

10.3 In the case of export deliveries, where QbiQ has the transport carried out itself or by third parties, the Client is responsible for providing information for the preparation of the export documents, compliance with import

regulations, customs formalities, import duties, import taxes, unloading, local storage, insurance. (s), transport to the local final destination and all costs and risks arising from the aforementioned items are for the account and risk of the Client.

10.4 The Client is responsible for connecting the Products to the electrical installation or the power grid, as well as applying for subsidies, permits, exemptions and permissions from the relevant third parties.

10.5 The Client is responsible for the construction of the structure in which, on or on which the Products are mounted, installed or applied in any way whatsoever.

11 Warranty

11.1 If and insofar as QbiQ has guaranteed (a part of) a Product and / or Service, the guarantee starts from the moment of delivery of the Product or the completion of the relevant part of the Service. If the delivery of the Product and / or the Service is delayed as a result of circumstances at the risk of the Client, the warranty period starts on the intended delivery / completion date of the guaranteed part.

11.2 If and insofar as a supplier is obliged to any form of guarantee towards QbiQ with regard to the Product, the guarantee referred to in paragraph 1 of this article by QbiQ never extends further than the guarantee provided by this supplier.

11.3 If the Client is of the opinion that the Product and / or the Service does not comply with the warranty provided, it must act in accordance with Article 12 of these General Terms and Conditions. If, in that case, QbiQ establishes that the complaint is justified, QbiQ will act in accordance with the provisions of paragraph 4 of this article, but only if the Client demonstrates that this Defect in the Product was caused by an incorrect manufacture, construction or processing of the Product, or by the use of defective materials, raw and auxiliary materials by QbiQ or by the use of defective materials in the performance of the Service.

11.4 Only at the discretion of QbiQ, QbiQ will proceed to free repair or full or partial replacement of the Product. QbiQ can, also at its own discretion, also fulfill its warranty obligation by (partially) refunding the Price of the defective Product. If QbiQ proceeds to replace the Product in whole or in part or to refund the Price in whole or in part, it can offset the benefit of any temporary use by the Client. Expressly not included under this guarantee are costs that should not reasonably be borne by QbiQ, such as transport, travel and wage costs.

11.5 The agreed warranty period will not be extended by replacement or repair of the Product pursuant to paragraph 4 of this article.

11.6 QbiQ does not offer any guarantee for a Defect that is wholly or partly the result of a method of processing, storage, production, construction or manufacturing prescribed (in part) by the Client or is caused in whole or in part by a supplier prescribed by the Client, consultant, subcontractor or auxiliary person.

11.7 The warranty also does not cover defects that can be wholly or partially traced back to:

- a. improper treatment by the Client;
- b. incorrect storage by the Client as a result of which the delivered goods are exposed, for example, to the effects of moisture,

pollution, mold, drought, light, high and low temperatures, shocks and vibrations or storage that is too long;

- c. loss / wear due to normal use;
- d. use, treatment or processing of the goods supplied other than in accordance with the guidelines and specifications provided with the delivery or other than in accordance with the purpose for which the goods were delivered;
- e. failure to follow the maintenance and / or user instructions, as explained orally by QbiQ and / or delivered in writing;
- f. complying with any government regulation.

11.8 During the period in which the Client is in default with regard to any obligation towards QbiQ, QbiQ is not obliged to provide any form of guarantee.

11.9 A guarantee provided by QbiQ is not transferable, unless the parties have expressly agreed this. This clause has property law effect as referred to in Section 3:83 in conjunction with Section 3:98 of the Dutch Civil Code.

12 Complaints

12.1 Any complaints related to visible or easily controllable imperfections or shortcomings must be made known to QbiQ by the Client immediately after delivery of the Service and / or the Product, accompanied by supporting documents. An appeal to such imperfections or shortcomings cannot be invoked against QbiQ at a later time.

12.2 The Client must submit all other complaints in writing to all other complaints within fourteen days after he has discovered any imperfections or shortcomings or could reasonably have established them, but no later than within the expiry period in Article 23 of these General Terms

and Conditions, after delivery of the Service and / or the Product. QbiQ to report.

12.3 The aforementioned notification must contain a description of the complaint and the relevant Product and / or Service that is as detailed as possible, including the details of the Client and the order number, so that QbiQ is able to respond adequately and, if necessary, a few things to investigate. In the absence of such notification, the Client is deemed to have accepted the Service and / or the Product provided.

12.4 In any case, the assessment whether the Service and / or the Product complies with what has been agreed, will take place according to the condition in which it was at the time of delivery. The Product complained about by the Client must be carefully stored by the Client, unused and unprocessed in a suitable place and made available for further investigation by QbiQ or a third party to be designated by QbiQ at the first request of QbiQ. .

12.5 If the Client complains with due observance of this article and its complaint appears to relate to a shortcoming attributable to QbiQ, QbiQ will, at its option:

- a. either proceed to recovery;
- b. either until replacement, after which the Product or materials to be replaced remains / becomes the property of QbiQ. Client must allow QbiQ a reasonable term for this.

12.6 A report that the Product does not comply with the Agreement is no longer possible if the Client or a third party proceeds to use, process or resell the delivered Product.

12.7 After the notification has been given with regard to an established deficiency or shortcoming, the Client is obliged to do

everything possible to limit and keep it limited for himself, QbiQ and / or a third party.

12.8 Not a shortcoming or imperfection within the meaning of this article will be seen as a shortcoming or imperfection caused by normal wear and tear, or carried out by the Client or a third party engaged by him:

- a. Injudicious or careless use / maintenance / repair work;
- b. adaptation / relocation without QbiQ's permission;
- c. act contrary to, whether or not by the government-imposed safety standards.

12.9 Complaints do not suspend the Client's payment obligation in any way.

12.10 The burden of proof that the Product does not comply with the Agreement rests on the Client.

12.11 The Client cannot derive any rights from the provisions of this article if and insofar as it fails to fulfill its obligations towards QbiQ.

12.12 Complaints about invoices must be reported to QbiQ in writing by the Client within fourteen days of the invoice date.

12.13 Each action on the basis of this article will lapse if the Client does not or not fully comply with the provisions herein, after which the Client is deemed to have accepted the Service and / or the Product as sound in all respects.

13 Liability / insurance

13.1 QbiQ only accepts obligations to pay compensation insofar as this article shows.

13.2 The total liability of QbiQ due to attributable shortcoming in the obligation to deliver any performance - or any other legal basis (including a claim for compensation based on damage due to death or physical injury or for material damage to goods) - is limited to compensation of direct damage, up to a maximum amount of 25 % of the Price stipulated for the Service and / or the Product (excluding VAT). If the Agreement is (mainly) a continuing performance contract with a term of more than one year, the aforementioned amount is set at 25 % of the fee (excluding VAT) stipulated for one year. Under no circumstances will the total compensation for direct damage amount to more than the amount paid out by QbiQ's insurance. Below direct damage within the meaning of this article, insofar as the Client demonstrates this direct damage, is exclusively understood to mean:

- a. the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;
- b. the reasonable costs incurred by the Client to have the Service and / or the Product of QbiQ comply with the Agreement concluded, if and insofar as the Client has first made use of the options referred to in Articles 10 and 11 of these General Terms and Conditions;
- c. the reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage within the meaning of this article.

13.3 Excluded from QbiQ's liability is indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption and any other damage than that referred to in paragraph 2 of this article.

13.4 QbiQ is not liable for any damage resulting from the withdrawal of an Offer.

13.5 QbiQ is not liable for damage suffered by the Client or any third party, of whatever nature and by whatever cause, which is the result of incorrect and / or incompetent use by the Client or any third party of the Service and / or the Service provided by QbiQ or Product.

13.6 Apart from the cases referred to in paragraph 2 of this article, QbiQ is in no way liable for damage, unless caused by intent or deliberate recklessness on the part of QbiQ and in that case limited to a damage amount established with due observance of the provisions in paragraph 2 of this article, regardless of the ground on which an action for compensation for that damage is based.

13.7 The Client can only invoke any right to compensation after it has complained in accordance with Article 11 of these General Terms and Conditions and has given QbiQ written notice of default, to the extent necessary - subject to a reasonable term, and QbiQ even after that term has expired continues to fall short.

13.8 A series of related events causing damage applies as one event for the purposes of this article.

14 Disclaimer

14.1 The Client indemnifies QbiQ against all claims for compensation from third parties insofar as such damage is the result of the Client's failure to comply, properly or completely with these General Terms and Conditions or specific regulations of QbiQ, or the Client's failure to provide adequate information to third parties. users when using the Product, or the incorrect provision of information or data by the Client not originating from QbiQ. In such cases, the Client is obliged to compensate all damage suffered by QbiQ.

15 Force majeure

15.1 Force majeure is understood to mean all causes that prevent, foresee or do not foresee the (further) fulfillment of QbiQ's obligations under the Agreement and that cannot be attributed to QbiQ. This includes in any case, but not exclusively, illness and / or strikes of QbiQ personnel and / or the Client and / or third parties involved in the performance of the Agreement, government measures or regulations, war (danger), terrorism (threat), riots, acts of war, fire, flooding, earthquakes and the failure by third parties to fulfill their obligations.

15.2 In the event of force majeure, regardless of when it occurs, QbiQ is entitled to suspend and / or (immediately) terminate the performance of the Agreement. If the suspension lasts longer than six months as a result of the force majeure, the Client is entitled to give QbiQ the choice to proceed with the implementation of the Agreement or to dissolve the Agreement. If the force majeure only partially prevents the performance of the Agreement, the Client is only authorized to dissolve

the Agreement for that part. In the event of (partial) dissolution, no cancellation obligations or obligations to pay compensation arise.

15.3 If QbiQ suspends fulfillment of its obligations, it will retain its claims arising from the law and / or the Agreement.

15.4 If QbiQ terminates the Agreement due to force majeure, QbiQ is entitled to invoice insofar as the Agreement had already been performed at the time of the occurrence of the

force majeure. This includes in any case all costs already incurred at that time in the context of the performance of the

Agreement. The Client is obliged to pay this invoice as if it were a separate Agreement.

16 Suspension / dissolution / settlement

16.1 In addition to the force majeure situations as referred to in article 15 of these General Terms and Conditions, QbiQ is authorized to suspend the fulfillment of its obligations under the Agreement, if the Client has not fulfilled any due and payable obligation towards QbiQ, or if QbiQ can reasonably expect the Client to be will not fulfill any obligation (s) towards QbiQ. In those cases QbiQ will not be obliged to pay any compensation to the Client.

16.2 The Client is not entitled to suspend the fulfillment of its obligations under the Agreement towards QbiQ.

16.3 QbiQ is authorized to dissolve the Agreement with immediate effect by notifying the Client in writing if one or more of the the circumstances arise as described in article 5.6.

16.4 In all cases in which the Client must seriously take into account that it cannot fulfill its obligations towards QbiQ, it must immediately inform the latter thereof. In that case, QbiQ is also authorized to dissolve the Agreement in the manner as determined in paragraph 3, opening words, of this article.

16.5 In situations other than those referred to under paragraph 3 of this article, the Agreement can only be terminated by mutual consent.

16.6 Dissolution does not lead to cancellation obligations. Contrary to the foregoing, termination will result in:

- a. Client is immediately in default and all claims of QbiQ are immediately due and payable;
- b. all property of QbiQ must be returned immediately.

16.7 QbiQ is at all times authorized to set off any debt on its part to the Client against a claim it has against the Client, after QbiQ has written to the Client to that effect. The client waives the right to set off a debt to QbiQ against a claim on QbiQ.

17 Confidentiality

17.1 The Client undertakes not to disclose in any way - including through social media channels - or for its own account of anything that comes to its knowledge during the performance of the Agreement and of which it is aware of the confidential nature or which it can reasonably suspect purposes, except insofar as any statutory regulation or court order requires disclosure, or this is necessary for the preservation of his rights in law.

17.2 The Client undertakes to observe this confidentiality obligation, as included in paragraph 1 of this article, to agree with the persons working for or on his behalf or third parties engaged by them or the Client.

17.3 QbiQ has the right, in the event of a violation of the previous paragraphs by the Client and / or the persons working for him and / or third parties engaged by him, to suspend the performance of the Agreement or to dissolve it with immediate effect by means of a written notification in accordance with which is stated in article 15 of these General Terms and Conditions.

18 Privacy

18.1 The Personal Data of the Client provided by the Client to QbiQ in the context of the performance of the Agreement will be processed by QbiQ in a proper and careful manner, in accordance with the

General Data Protection Regulation, in a manner that is proportionate and subsidiary to the collective purpose that follows from the Agreement;

18.2 Personal data will not be provided to third parties, unless this is required on the basis of a court decision or law or regulation, or if QbiQ is requested by the government to provide personal data of the Client.

19 Intellectual Property Rights

19.1 QbiQ reserves all intellectual and industrial property rights, whether or not related to the Service and / or the Product.

19.2 All (claims to) intellectual property rights with regard to any result arising from the Agreement rest with QbiQ, unless explicitly agreed otherwise in writing. The Client will transfer these (claims to) IP rights - insofar as necessary - to QbiQ free of charge. Insofar as such a transfer is not effected by these General Terms and Conditions, the Client will cooperate in effecting this transfer free of charge upon first request.

19.3 Result as referred to in this article means everything that is achieved within the framework of the Agreement, regardless of whether the Client makes use of any contribution from QbiQ and / or third parties.

19.4 As far as possible, the Client waives all moral rights, if any, in the matters created under the

Agreement copyright works.

19.5 Unless otherwise agreed in writing, the Client will not retain or acquire any right of use with regard to any result of the Agreement.

19.6 QbiQ expressly reserves the copyright with regard to any work disclosed to the Client in the context of the Agreement. The Client acknowledges this reservation.

19.7 The Client indemnifies QbiQ and fully indemnifies QbiQ with regard to any claim from third parties on the basis of an (alleged) infringement of industrial or intellectual property rights as a result of use by QbiQ of forms, models, templates, designs made available by the Client or other data or products or as a result of storage, delivery or use by QbiQ of the Products / Product manufactured (partly) according to those data, shapes, models, molds or designs.

20 Engaging third parties

19.1 QbiQ can engage third parties for the implementation of the Agreement. In such cases, these third parties operate at their own expense and risk and the Client cannot hold QbiQ liable for any behavior of these third parties. QbiQ can indemnify these third parties in the event that QbiQ is held liable by the Client for damage caused by these third parties.

21 Contract takeover

21.1 QbiQ is at all times entitled to transfer all its rights and obligations, or a part thereof, related to or arising from (the performance of) the Agreement to a third party. The client is only entitled to do so after QbiQ has given explicit permission for this in writing.

22 Prototypes and models

22.1 Prototypes, models and examples that have been shown and / or provided to the Client by or on behalf of QbiQ only count as examples. This is only different if it has been expressly agreed in writing that the Product to be delivered will be the same. QbiQ explicitly does not give any warranty

on the prototypes, models and examples.

22.2 Costs of prototypes, models and / or examples (including administration, packaging and shipping costs) are at the expense of the Client.

22.3 QbiQ is authorized to deliver a Product that deviates from the prototypes, models and / or examples as mentioned in paragraph 1 of

this article, if it concerns changes to the Product to be delivered, the packaging or accompanying documentation, which are required to comply with applicable legal regulations or if it concerns minor changes to the Product that represent an improvement.

23 Loss of rights

23.1 Any claim against QbiQ that - in whatever way - is related to or ensues from the performance of the Agreement will in any case lapse after five years, unless another mandatory term applies, to be counted from the day of delivery of the Product or delivery of the Service, unless otherwise agreed.

23.2 The legal claim for defect will lapse one year after the Client has protested in this regard.

24 Applicable law and competent court

24.1 Dutch law applies to the Agreement and the resulting or related legal relationships between the Parties.

24.2 The Vienna Sales Convention (CISG) does not apply.

24.3 Unless the Parties agree otherwise in writing, all disputes between them will be settled by the competent judge of the District Court of The Hague.