

TERMS AND CONDITIONS

Reissued after amendments by the Koninklijke Nederlandse Bouwkeramiek (KNB) Association in October 2024

General

1. These general terms and conditions apply to every offer, quotation, order confirmation, agreement and delivery of goods (hereinafter referred to as: "products") - including but not limited to stones, brick slips, rubble and pieces - and/or services of the user of these general terms and conditions (hereinafter referred to as: "the seller") in respect of its other party (hereinafter referred to as: "the buyer") and to all resulting legal relationships, where not expressly otherwise agreed in writing between the seller and the buyer. Further to this, they apply to all subsequent offers, agreements and deliveries, however concluded, as well as to the delivery, use and (the return of) packaging. Products moreover include packaging provided by the seller.

2. The applicability of any of the buyer's terms and conditions of purchase, if and to the extent they are contrary to these conditions, is excluded, unless they are expressly accepted in writing by the seller in relation to any specific transaction. Such acceptance does not imply that the purchase terms and conditions (will) also apply to other transactions of the buyer.

Offers and order confirmations

3. All of the seller's offers and quotations are without obligation. After withdrawal or expiry, offers and quotations are no longer valid. The agreement will only have been concluded by written order confirmation by the seller or (start of) actual execution by the seller or (other) tacit or non-tacit acceptance by the seller of the order.

4. In the case of an order for a delivery in several parts, the agreement as a whole shall be deemed to have been concluded upon the moment of the first partial delivery.

5. Any changes to the agreement, of any nature whatsoever will only be effective if such changes have been agreed in writing between the seller and the buyer. If, after the conclusion of the agreement, the buyer still prefers any changes to its implementation, it shall be up to the seller to determine whether, and if so, under what (further) conditions these changes can still be accepted under the agreement. In the event of any changes to the agreement (of any nature), the seller will be entitled to charge the buyer for the higher costs involved in these changes.

Deliveries

6. All deliveries shall take place Ex Works (EXW), loading at the seller's factory, in accordance with the Incoterms 2020 of the International Chamber of Commerce in Paris, unless expressly agreed otherwise. Where the parties agree on other Incoterms in trade in deviation from this article, these shall be the Incoterms 2020 of the International Chamber of Commerce in Paris, unless expressly agreed otherwise.

7. The buyer shall ensure that the carrier knows the relevant product information, including any possible fluctuation in the weight of the goods.

8. After loading, the seller shall not have an obligation to deal with complaints regarding colour, quality, form, quantities, packaging, etc., without prejudice to the provisions of Articles 15 to 27 inclusive. Upon transfer of ownership, the buyer shall be deemed to be familiar with the quality of the purchased goods and their possibilities of use.

9. The seller shall make every effort to deliver within the delivery period stated in the agreement. Unless otherwise agreed in writing, any stated delivery times are only indicative and not deadlines. Exceeding the delivery term shall not constitute default as referred to in Book 6, Section 83 of the Dutch Civil Code, unless the seller and the buyer have expressly agreed in

writing that a delivery term shall be regarded as binding. In the latter case, due to a delay in delivery, the seller shall only be liable for the loss demonstrably suffered by the buyer up to a maximum of the invoice amount of the delayed part of the delivery. In the event that a delivery term bindingly agreed is exceeded, the buyer shall not be entitled to suspend or not fulfil any obligation in respect of the seller. In all other cases of delayed delivery, the seller shall not be liable for any loss resulting for the buyer from such delay.

10. In case that "delivery free at work" or "free at destination" is stipulated, this stipulation shall be deemed to refer only to the transport costs and the transport risk and therefore not to the place and time of transfer of ownership and accordingly, not to the moment of transfer of risk of the delivered goods either. In that case, the price shall include the transport of the goods to the place of unloading, provided that the place is located on a paved road or can be normally reached by transport used with full load. Unloading shall in that case always take place next to the vehicle or vessel at the place indicated by the buyer, with due observance of the above.

11. In case of "delivery ex works", transport is provided by the buyer. The buyer and seller may agree that transport will be arranged by the seller at the buyer's expense and risk. The seller may furthermore charge the buyer for the costs of any transport insurance taken out by it. Any loading and/or unloading activities carried out by the seller shall also be at the risk and expense of the buyer.

Taking delivery of the goods

12. The buyer shall take delivery of the purchased goods within the delivery and/or on-call period(s) stated in the agreement. If no delivery period has been stipulated or if it has been stipulated that the delivery will take place on call without any deadlines being set in respect of such call, acceptance must take place within 3 months after the date on which the agreement was concluded pursuant to Article 3.

13. If the buyer has not taken delivery of the goods purchased on time, the seller shall send the buyer a written warning and the buyer shall be in default by the mere expiry of 5 working days after such written warning, without any (further) notice of default being required. In addition to the other rights which then ensue for the seller by virtue of the law and under these general terms and conditions - in particular also under article 14 - the seller shall, without any court intervention, be entitled to dissolve the agreement with regard to the part not yet performed by a simple notification. The seller shall moreover be entitled to store the sold goods and to keep the sold goods stored at the buyer's expense and risk and to charge the buyer for the related costs, at the seller's discretion, either in full or fixed at 1% of the value of the stored goods for each entire charged month.

14. If the buyer cancels all or part of the order or fails to fulfil its purchase obligation, the buyer shall owe the seller:

a. in case of general orders (products not produced on special request): an amount of 25% of the agreed selling price of the goods that will not be taken delivery of;

b. for specific orders (products produced on request): 100% of the agreed selling price of the goods. The above amounts shall be payable by the buyer without any notice of default being required and regardless of whether the seller actually suffers any loss as a result of such cancellation or non-acceptance of the products. Products already delivered cannot be cancelled. The buyer shall compensate the seller for any loss suffered by

the seller as a result of the cancellation or as a result of the failure to take delivery, insofar as such loss exceeds the amount owed by the buyer pursuant to the above. The provisions of this article are without prejudice to the seller's right to claim performance and any compensation instead of the aforementioned amount.

15. Delivery of 10% more or less than the quantity ordered is permitted. More or fewer quantities will be charged at the unit price unless otherwise agreed.

Quality and inspection

16. The buyer shall be entitled and undertake to inspect the goods delivered without delay. A waybill, delivery note or similar document issued upon delivery of the goods shall be deemed to accurately reflect the quantity of the goods delivered, unless the buyer notifies the seller in writing of its objection immediately upon receipt of the products.

17. If and as, with regard to the quality, it has been agreed that it shall be according to a sample, such sample shall determine the average quality of the stones. A (type of) stone issued by the seller or received by the buyer with regard to the sale ("type sample") only applies as a sample for determining the cross-sectional quality if this has been expressly agreed in writing.

18. The buyer shall be entitled to have the goods inspected before delivery at its own expense. If the buyer has requested such an inspection, the seller shall inform the buyer of the time and place of the inspection in good time before loading. If the seller has not complied with this obligation, the buyer shall be entitled to notify its objections regarding the delivered goods as soon as possible, however, no later than 8 days after the delivery of the goods.

19. If the buyer has omitted an inspection or has made no objections concerning the quality of the goods to be delivered after an inspection and before delivery, the buyer shall no longer be entitled to complain about the delivered goods. If, after the inspection, defects appear in the goods which could not have been discovered during an inspection considered normal and customary in the industry, the buyer may still communicate its objections as soon as possible and no later than within 8 days after delivery.

20. Differences in colour and structure are inherent to the material of coarse-ceramic products and therefore do not qualify as a defect in the product. Minor damage that does not substantially affect the usability of the products cannot be considered a product defect either. Defects in part of the delivery do not entitle the customer to refuse the entire batch.

Packaging

21. The buyer shall keep non-disposable packaging, including plastic pallets, in good condition and under proper hygienic conditions until returned. The buyer shall not keep them for its use or allow them to be used by third parties. If packaging not intended for single use is damaged or lost, the buyer shall reimburse the seller for the repair or replacement costs as well as any additional costs resulting from late return. The seller may charge a deposit for pallets it takes back or which are part of a return pallet system.

Claims, complaints and liability

22. Any right of the buyer to file a claim in respect of the delivered goods shall in any case lapse as soon as the goods have been processed, treated or sold or redelivered to a third party.

23. The delivered goods, which are the subject of a complaint, must be kept untouched by the buyer in the condition as they were at the time of

unloading, until the seller has had the opportunity to investigate the validity of the complaint, which it shall do without delay.

24. On pain of forfeiture of the buyer's right to file a claim, all claims must be made in writing within the periods stipulated in these general terms and conditions. Where these general terms and conditions do not stipulate a shorter period or such shorter period cannot reasonably be required of the buyer, a claim must in any event be submitted no later than 8 days after the buyer has become aware of any defects in the delivery, or the buyer should reasonably have become aware of such defects, without prejudice to the provisions of articles 22 and 23.

25. The seller shall bear no liability for any loss or damage (including costs and other financial loss), unless it results from an act or omission of the seller's management or directors, caused either intentionally or recklessly while being aware that such loss or damage would very likely be caused.

26. The seller shall in no case be liable for:

a. physical damage caused by the products;
b. consequential damage (including in any case trading loss, damage due to interruption in business operations, loss of profit, loss of income, loss of use by the buyer, damage caused by death or injury, damage due to the use of the delivered products, costs related to (objecting to) administrative and/or criminal law enforcement by authorities, recall(s), legal assistance, etc.);

c. damage resulting from an act or omission of subordinates engaged by the seller and/or

(self-employed) assistants or suppliers, which also includes employees of an organisation affiliated with the seller;

d. damage resulting from the provision of inaccurate or incomplete documentation or information by the buyer to the seller, also in case such information and documentation originated from third parties, or damage in any other way resulting from instructions, an act or omission by the buyer, its subordinates and/or (self-employed) assistants or suppliers.

27. The seller's liability, for any reason whatsoever, shall be limited to a maximum of the invoice value of the goods delivered to which the complaints - found by the seller to be valid - are related, or limited to replacing the goods by similar goods, or to a reduction in the purchase price of those goods, at the seller's discretion. If the seller proceeds to a replacement of the goods, the associated transport costs shall be borne by the seller. If the seller proceeds with a reduction of the purchase price, such reduction shall include the part of the purchase price which is attributable to the defective goods or to the extent of the defect in the goods. If the defect is such that the buyer can no longer use the goods and the buyer wishes to dispose of the defective goods, they shall be at the seller's disposal and the seller shall remove the goods at its own expense. The seller shall, where reasonable, moreover grant a reduction in respect of the transport costs attributable to the defective goods that can no longer be used. The seller's liability shall in all cases be limited to the amount paid by the seller's liability insurer in the case in question. If for any reason whatsoever no payment is made under the said insurance, this maximum shall be set at € 20,000 in the event of personal injury and € 10,000 in all other cases (including property damage and financial loss). All further claims of any nature whatsoever and from whomsoever are excluded.

28. The buyer shall provide any required cooperation in the seller's investigation of the cause, nature and extent of the damage. If such cooperation is not provided, the buyer loses the possibility of compensation for damages.

29. The buyer shall indemnify the seller against any liability in respect of third parties (including but not limited to auxiliary persons and employees of the buyer and the seller) arising from or related to the agreement and/or

the delivered goods, except where such claims are the result of deliberate intent to cause damage or recklessness while aware that damage will very likely ensue on the part of the seller's managers or management.

30. The buyer is not allowed to make negative statements about the seller and/or the delivered product in the media, social media or in any other manner, failing which the buyer will be liable to the seller for any loss suffered by the seller, including but not limited to image damage.

Auxiliary persons

31. The seller may engage third parties with respect to the execution of the agreement without the buyer's prior consent. In case the seller has engaged a third party with regard to the execution of the agreement, these general terms and conditions also serve to protect such third party in respect of parties other than the seller and these general terms and conditions can be invoked by this third party in respect to parties other than the seller.

Prices

32. The prices quoted by the seller are based on delivery Ex Works according to the Incoterms 2020 of the International Chamber of Commerce in Paris and the cost components applicable on the date of the quotation. Any increases in the cost components, regardless of their nature, shall be passed on by the seller to the buyer in the price for those parts of the agreement which, at the time of the increases, have not yet been executed.

33. The offered and agreed prices are stated in euros and exclusive of VAT. Unless expressly agreed otherwise, any other costs to be incurred with respect to the delivery and/or other taxes, levies and duties due by law, packaging, loading, transport and insurance costs shall not be included in the price. The seller shall be entitled to still charge such costs.

34. The seller is entitled to charge a credit limitation surcharge of 2%, which surcharge may be deducted from the invoice if payment is made within thirty days after the invoice date.

Payment and security

35. Unless expressly agreed otherwise in writing, payments shall be made within 30 days after the invoice date, without any reductions or offsetting against any amounts on any account whatsoever. Complaints regarding the delivered goods shall not entitle the buyer to suspend payment and/or invoke a right of retention. The time of payment shall be the moment when the amount due is credited to the seller's account. Incoming payments shall first serve to pay interest and costs and subsequently the oldest outstanding principal amount(s), even if the buyer states a different order in this respect.

36. Payments shall be made from bank accounts directly traceable to the buyer, failing which payments made may be returned immediately. In that case, the buyer shall not be discharged from its debt. Complaints about invoices must (also) be submitted in writing within five (5) days after the invoice date. If the invoice amount is not paid on the due date, the buyer shall be in default by operation of law in respect of the seller without any reminder or notice of default being required. In that case, the buyer shall owe default interest of 15% per year (or part of the year) from the due date, as well as extrajudicial collection costs amounting to at least 15% of the amounts due by the buyer, with a minimum of € 125.

37. At any time during the term of the agreement, the seller is entitled to demand advance payment or security for payment.

38. All of the seller's claims against the buyer shall be immediately and at once due and payable: a. if the buyer fails to fulfil its payment or other obligations in respect of the seller or

fails to do so on time;

b. if the buyer refuses to comply with the seller's requirement referred to in Article 37;

c. if the buyer's bankruptcy is filed for or if the buyer applies for a moratorium;

d. if any of the buyer's assets are attached;

e. if the buyer sells or liquidates its company.

39. In the cases described in article 38, the seller has, in addition to the other rights granted by the law and the contract - including these general terms and conditions - to the seller, .

the right to either suspend its obligations or to terminate all or part of the agreement by simple notification without any notice of default or court intervention being required, without prejudice to the seller's right to claim damages in addition to or instead of the suspension or termination.

40. If the seller is wholly or largely vindicated in legal proceedings, all costs incurred by the seller with respect to such proceedings shall be borne by the buyer.

Retention of title

41. Until such time as the buyer has fulfilled all its payment obligations, including any additional costs, the title to the goods sold and/or delivered shall remain vested in the seller. This retention of title applies in respect of claims for payment of all goods delivered or to be delivered and services and work carried out or to be carried out by the seller to the buyer pursuant to any agreement, as well as in respect of claims on account of the buyer's failure to comply with this/these agreement(s), which consequently also includes these general terms and conditions.

42. The buyer shall indemnify the seller for costs incurred by the seller as owner of the goods after the transfer of risk, yet before the transfer of ownership, including in respect of salvage and/or clearance of the goods.

43. If the buyer fails to fulfil its obligations in respect of the seller, or if the seller has valid reasons to fear that the buyer will fail to fulfil those obligations, the seller shall be entitled to take back the delivered goods without prior notice, without prejudice to the seller's right to compensation.

44. If the agreement is dissolved by the seller, the buyer shall immediately provide the goods to the seller. The buyer shall have no right of retention in respect of those goods and shall not levy an attachment against the goods for safekeeping.

45. The buyer grants the seller or third parties appointed by the seller permission to enter its premises, warehouses, factory halls, etc. for that purpose. If the law of the country of destination of the purchased goods provides for more far-reaching options for the retention of title than those stipulated above, the parties shall agree that these more far-reaching options shall be deemed to have been stipulated for the benefit of the seller, on the understanding that if it cannot be objectively determined to which more far-reaching rules this provision is related, the above provisions concerning the retention of title shall continue to apply.

46. If the seller has taken back goods in accordance with Article 43, the buyer shall be credited with the value of the goods taken back to be determined by the seller at the time they are taken back, less the costs associated with taking them back.

47. The buyer may have control of the goods delivered subject to retention of title in the ordinary operations of its business. Ordinary business operations shall in any case not include the provision of security to third parties or disposal as part of the full or partial transfer of the buyer's business. If the buyer has control of the goods, the buyer shall establish an undisclosed or public right of lien for the seller - at the seller's discretion - on any claims resulting from such control.

Force majeure

48. If the seller is prevented by force majeure from fulfilling its obligations (on time), the seller shall be entitled to extend the delivery period by the term of the force majeure or to dissolve the

agreement, to the extent it has not yet been performed, without being bound by payment of any compensation. Force majeure shall include: war, riots, terrorism, fire, power failure, natural violence, acts of war, strikes and lock-outs, breakdown of machinery and/or tools, unavailability of transport, road blocks, stagnation in the supply of raw materials or energy, import or trade restrictions, government measures, epidemics and pandemics and related

(government) measures/ recommendations, restrictions in the supply of energy and/or significant price increases of the energy and/or energy supply by either the network manager or the supplier, which have not been factored in by the seller, as well as any circumstance whatsoever as a result of which it is reasonably impossible or inconvenient for the seller to execute the agreement (on time).

49. If delivery in instalments is stipulated, the preceding provision shall apply to each delivery separately.

Advice

50. Any advice, proposals or instructions given by or on behalf of the seller regarding materials, constructions, designs and applications shall at all times be without obligation. The seller shall under no circumstances be liable for any damage whatsoever that may arise as a result of any advice, proposals or instructions given by the seller.

Salvation clause

51. If one or more provisions of the agreement concluded between the seller and the buyer - including these general terms and conditions - should prove to be invalid, the other provisions shall remain in full force. Provisions that come as close as legally effective to these invalid provisions in view of the intentions of the parties shall come in lieu of any invalid provisions.

Sanctions and export restrictions

52. The buyer guarantees compliance with all applicable sanctions and restrictions laid down in and resulting from all applicable sanctions and export control regulations (including but not limited to those of the Netherlands and/or the United States, and/or European Union and/or United Kingdom and/or United Nations) in force at the conclusion of the agreement and during its execution.

53. The seller is entitled to dissolve the agreement immediately if it is aware or reasonably suspects that: the goods are directly or indirectly intended for sanctioned parties, countries or industries; sanctioned parties are directly or indirectly involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts, as a result of which they do not authorise and/or execute the financial transaction;

if at any time the goods were (to) qualify as Dual Use goods and for which

- categorically or due to lack of ample end use / end user information - no exemption or permit is granted; or

would otherwise constitute deliberate circumvention of the objectives of the applicable sanctions and export regulations.

Anti-corruption and unusual transactions

54. The buyer guarantees compliance with all relevant and/or applicable anti-corruption and competition laws - including but not limited to the laws of the Netherlands, the European Union, the United States of America, the United Kingdom and of any other country relevant to the performance of the agreement - in all its actions related to the performance of the agreement.

55. The buyer accepts that the seller will report unusual transactions to the competent authorities under the applicable regulations for the prevention of money laundering and

financing of terrorism.

56. The seller is entitled to dissolve the agreement immediately if the seller reasonably suspects that the buyer and/or third parties engaged by the buyer are violating the regulations for the prevention of corruption, money laundering and/or financing of terrorism and unusual transactions.

Know your (end) customer / (end) use

57. The buyer accepts that, under applicable regulations, the seller may be required to identify the buyer and/or end user and/or end use and verify the identification. The buyer shall cooperate in full and without delay with respect to this. To this end, the buyer shall, at the seller's request, be required to complete an end use/end user statement where reasonably required. The seller shall record and retain the required data in accordance with the applicable regulations. The seller shall be entitled to dissolve the agreement immediately if the buyer fails to sufficiently cooperate to the fulfilment of its obligations under this article.

Providing information

58. Upon reasonable and timely request by the buyer where reasonably possible, to the extent not in breach of the GDPR and confidentiality obligations, and to the extent it does not involve business sensitive information, the seller shall provide information specifically requested by the buyer which is necessary for the buyer to comply with sustainability-reporting obligations. The seller shall be entitled to charge a reasonable fee for handling such requests and providing such sustainability information.

Lapsing rights

59. Without prejudice to the provisions of Articles 22 and 24 of these terms and conditions, any claim against the seller must be brought before the competent court no later than twelve (12) months after the delivery of the goods to which the claim is related, failing which any right, including but not limited to the right to damages and/or performance, lapses.

Choice of law, competent court

60. The buyer's offers and the agreement between the seller and the buyer are governed by Dutch law to the exclusion of the Vienna Sales Convention. This also applies to all agreements entered into with buyers resident or established abroad. Any disputes arising from this legal relationship and any ensuing agreements shall be settled by the competent court in the seller's place of business or, at the seller's discretion, by the competent court in the buyer's domicile or place of business. The above provisions shall not affect the parties' right to decide, in mutual consultation, to have disputes settled by mediation, binding advice or arbitration.

Language

61. In the event of any discrepancies between the Dutch text of these general terms and conditions and its translation into a foreign language, the Dutch text shall prevail.

These General Terms and Conditions were filed at the Registry of the District Court in Arnhem in October 2024 under number 31/2024.
