

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

1.1 The Company: the company with the business name KALINAFLOOR BV and company number BE 0739.927.381, located at Kortrijkstraat 29/0001, 8580 Avelgem, Belgium.

1.2 The Customer: any customer who is a natural person engaged in an independent professional activity, any customer who is a legal entity, and any other customer who is an organization without legal personality. The Company has a B2B relationship with this Customer.

Article 2. Scope

2.1 These general terms and conditions apply to all legal relationships between the Company and the Customer. These general terms and conditions always take precedence over those of the Customer. They replace any previous terms and conditions between the Customer and the Company. Deviating terms and conditions are only valid after written acceptance by both parties.

2.2 By placing an order, receiving a delivery, or paying an invoice, the Customer acknowledges that they have taken note of the general terms and conditions and declares that they accept these general terms and conditions, which are always available.

Article 3. Unilateral amendment or addition

3.1 Provisions or conditions that deviate from these terms and conditions or that amend or supplement these terms and conditions are only binding on the Company if the Company expressly agrees to these provisions in writing.

3.2 If the offer and acceptance refer to different general terms and conditions, the contract shall nevertheless be concluded. Both sets of general terms and conditions form part of the contract, with the exception of the incompatible clauses, unless the Company has expressly agreed to these incompatible clauses in writing.

3.3 The invalidity of a provision or part of a provision under the Agreement shall in no way affect the validity of the remaining part of the provision or the rest of the provisions and clauses.

Article 4. Price quotations and orders

4.1 Quotations are entirely without obligation, unless otherwise stated.

4.2 Unless otherwise expressly stated in quotations, quotations and offers are valid for a maximum of 15 calendar days.

4.3 The quotation does not oblige the Company to partially execute the offer stated therein.

4.4 An order, including those noted by agents or representatives of the Company, is only binding if it is expressly accepted in writing by the Company by sending an order confirmation.

Article 5. Pricing and cost determination

5.1 The prices applicable to the goods are those stated in the valid price list at the time of the order or those announced in a quotation. The prices are expressed in euros, excluding VAT and other statutory contributions applicable in the country of delivery.

5.2 The Company expressly reserves the right to unilaterally change the price of its goods if one or more objective factors for price determination change due to foreseeable or unforeseeable circumstances, including but not limited to prices of: raw materials; services from suppliers; energy; levies and taxes imposed by domestic or foreign governments; and labor costs.

Article 6. Delivery and force majeure

6.1 The delivery times specified by the Company are indicative and not binding, unless expressly agreed otherwise in writing. Delayed deliveries, for whatever reason, shall in no case entitle the Customer to cancel an order or claim compensation.

6.2 The Customer must ensure that the goods can be delivered in the normal manner by the Company or a third party acting on behalf of the Company to the agreed delivery address. Our goods are delivered as standard by a truck without a tail lift. Unloading the goods is the responsibility of the Customer. Deliveries that cannot be made under these conditions may be subject to additional transport surcharges, damage costs, waiting hours, storage costs, and costs for the preservation of the goods, to be reimbursed by the Customer.

6.3 The Company undertakes a best efforts obligation and is not liable for any compensation for damage that is directly or indirectly the result of the goods it has delivered, except in the event of gross negligence or intent.

6.4 Under no circumstances can the Company be held liable for any indirect damage such as, but not limited to, loss of income, loss of contracts, capital costs, reduction in return or any other losses or consequential damage, both to the Customer and to third parties.

6.5 The Company's liability shall in any event be limited to the invoice value of the goods delivered.

6.6 Compensation for damage caused by the non-fulfillment of a contractual obligation shall be governed exclusively by the rules of contract law within the legal limits, even if the event giving rise to the damage also constitutes a tort.

6.7 In the event of force majeure, the Customer may not claim compensation for breach of contract.

6.8 Force majeure is understood to mean: any event that occurs beyond any identifiable human action, such as, but not limited to, illness, death, extreme and unforeseen weather conditions or natural phenomena, strikes, fire, or malfunctions. Force majeure also includes all unforeseeable circumstances affecting third parties on whom the Company relies for the performance of its activities.

Article 7. Retention of title

7.1 Goods remain the property of the Company until full payment of the principal sum, costs, and interest.

7.2 If goods are delivered by the Company, the risk shall pass at the time of delivery to the delivery address specified by the Customer. The unloading of the goods from the means of transport shall be at the expense and risk of the Customer.

7.3 If goods are collected by the Customer, the risk shall pass at the time of collection.

7.4 In the event of non-payment of any of the amounts due on the due date, we reserve the right to demand the return of all goods delivered, wherever and with whom the goods are located. All costs associated with this shall be borne by the Customer.

7.5 Notwithstanding the retention of title, the duty of care, responsibility, and risk of any kind shall be borne by the Customer. The Customer must store the goods in a

suitable place and keep them in accordance with the highest standards and safety requirements customary in the sector.

Article 8. Complaints and warranty

8.1 The Customer must inspect the delivered goods for visible defects immediately upon delivery. An indisputable note must be made on the carrier's delivery note of the damage, stating the quantity of damaged goods. The absence of a note on the carrier's delivery note corresponds to the full acceptance of the goods.

8.2 With regard to any non-visible or hidden defects in the delivered goods, we refer to our warranty conditions. Complaints due to such defects do not suspend the Customer's payment obligation.

8.3 Every invoice is considered accepted unless a written protest is submitted within 8 calendar days.

Article 9. Jurisdiction and choice of law clauses

9.1 These terms and conditions are subject to Belgian law. All legal relationships with the Customer are governed exclusively by Belgian law.

9.2 The courts of the district of West Flanders, Kortrijk, shall have exclusive jurisdiction over any dispute concerning the application of these terms and conditions.

Article 10. Cancellation and breach of contract

10.1 Cancellation of the order is not possible, unless prior mutual written agreement has been reached.

10.2 Any default in payment will result in the outstanding invoices becoming due and payable and will entitle the Company to suspend future deliveries or to terminate the agreement, without prejudice to its right to compensation.

10.3 If one of the parties fails to fulfill its contractual obligations, the other party has the right, after giving notice of default, either to suspend its obligations or to terminate the agreement without judicial intervention if no or no useful action is taken in response to the notice of default within 5 working days, without prejudice to the right to compensation.

Article 11. Payment terms and conditions

11.1 Unless otherwise agreed, our invoices are payable within 30 calendar days of the invoice date.

11.2 Our invoices are payable by bank transfer or via a B2B SEPA mandate.

11.3 In the event of late or non-payment on the due date, all amounts due shall become immediately payable.

Article 12. Compensation and default interest

12.1 In the event of non-payment of (part of) the invoice by a Customer, an increase in the invoice amount will be charged with default interest of 12% per annum and a fixed compensation of 10% with a minimum of 200 euros.

12.2 This interest and this compensation clause shall be payable by operation of law and without notice of default from the due date of the invoice to the Customer. In the event of non-payment of the invoice by the Customer within the specified payment term, a reminder procedure shall be initiated. When a reminder is sent by a bailiff, the bailiff will apply the civil and commercial rates set out in the Royal Decree of November 30, 1976. These rates will be applied for any amicable phase, including, but not limited to: reminders, information, file fees, discharge and collection fees, and for any legal phase. All costs incurred as a result shall be borne by the Customer.

Article 13. E-commerce

13.1 Customers who wish to offer our products via e-commerce must have a written e-commerce agreement for this purpose. Our products may not be sold online without an agreement.

Article 14. Use of documents, images, and marketing materials

14.1 The use of all information provided and entrusted by the Company, including but not limited to images, photos, technical data sheets, installation instructions, maintenance instructions, brochures, certificates, and promotional materials, is subject to prior approval by the Company.

14.2 The Company cannot be held liable for incorrect information provided to the Customer, nor for misunderstandings with the end customer.

Article 15. Privacy

15.1 The Company keeps the following personal data: first and last name, address, telephone number, and email address. This data is included in the data register and will be deleted after ten years.

15.2 The above data (15.1) is considered confidential. It is stored and processed exclusively in the context of the relationship between the Customer and the Company. The data may be passed on to partners who assist in processing the transaction with the Customer and partners who intervene in the context of legal obligations.

15.3 The above data (15.1) will not be resold or passed on to third parties without the prior consent of the Customer.

15.4 The Customer may at any time access the personal data held by the Company. The Customer may at any time request that this data be changed or deleted, insofar as this is possible, taking into account the legal obligations regarding data retention.