

NEROQOM COMFORT BV

CONDITIONS

General sales, delivery, advisory and acceptance terms

NeroQom Comfort BV
- NeroQom Consultancy
- NeroQom Store

Chamber of Commerce number: 20125885.
Signed at the Chamber of Commerce
Date: 22-11-2016
City: Breda, The Netherlands.

These Terms and Conditions consist of:

GENERAL TERMS I General provisions art. 1-12

PARTICULAR TERMS II Supply of goods art. 13-25

PARTICULAR TERMS III Advice Art. 26 - 38

PARTICULAR TERMS IV Adoption of work art. 39 - 48

ADDITIONAL SEPARATE SECTION V Please also always refer to the specific related quotation, for the project-based aesthetic and technical terms and conditions; including implementation restrictions as well as nominated clauses.

INFORMATION

NeroQom operates a variety of disciplines with a range of application processes, as well as advice for repair & maintenance, plus sales of workwear & footwear, products, machinery and auxiliary materials, to achieve aesthetic rather than a technical result. These services are subject to the actual feasibility, the status of the substrate, the weather conditions, the accessibility, the functioning of the products, the machines, the staff, etc. As NeroQom cannot anticipate all possible implementation variables or subsequent use, nor exposure conditions, as well as performance of project-oriented corrective maintenance, NeroQom does not provide any warranty for works completed and does not accept any liability for any and all works completed whether in assessment of a project, during execution or subsequently. Where possible, NeroQom will offer a test that can be evaluated by the client over short and / or long periods at the request of the client, NeroQom will, upon completion of the assignment, also deliver a multiyear maintenance recommendation customised to the client's specific project to deliver the best results in light of the services delivered.

NeroQom may, at our discretion, offer a warranty for third party products sourced or provided by NeroQom which are come with a manufacturer warranty. Prior to the project, a request for warranty must be submitted in writing by the client and agreed in writing with all parties to allow appropriate measures for follow-up, registration, control and correction in accordance with the specific product to be made by all involved.

Where contradiction or ambiguity may exist within the terms provided herein, then section that is most favourable to the Contractor is applicable in all cases. If a client is uncertain of which terms or conditions may or may not apply to a specific project, then

the client should request clarification prior to the commencement of work in writing from NeroQom.

For the sale of products through NeroQom Store, other and / or additional terms of sale and delivery are described in Particular Section II. See also website NeroQomStore.com for the latest version of all of our terms.

GENERAL TERMS I

Article 1. General

"Contractor" means NeroQom Comfort BV and / or one or more of its group companies. "Client" and "Clients" refers to the natural or legal person who assigns the project to the Contractor with regards to the supply of goods and / or the performance of work and / or the provision of services, which are accepted by the Contractor. "Agreement" refers to the written agreement between the Client / Clients and the Contractor which covers the supply of goods and / or the performance of work and / or the provision of services from the Contractor to the Client/ Clients.

Article 2. Agreement

1. These terms and conditions apply to all tenders of, contracts and agreements which are to be supplied or completed by the Contractor.
2. All quotations are free of charge and are valid for two-weeks, unless the quotation indicates otherwise and / or unless the Contractor rescinds the quotation prior to the two-week term.
3. Modification of the Agreement shall only be valid when delivered in writing by the Contractor.
4. No rights may be derived from information in quotes, leaflets, artist impressions, information material, social media, website, word and text statements of individual Contractor employees.
5. The Agreement shall be deemed to be closed and fully proved by the Order Confirmation of Contractor, unless the Client has in writing notified objections to the Contractor within seven business days after the delivery date of the order confirmation.
6. Contractor provides, in case no specific standards or regulations have been agreed on, in accordance with what the Contractor reasonably could assume.
7. Terms for the Contractor are not final unless parties have explicitly agreed otherwise in the Agreement. An agreed term will only come into effect after the Agreement has been established and all the information required for the supply of goods, performance of services and / or services is in the possession of the Contractor. An agreed delivery time and execution time will be extended by at least the number of days elapsed between the moment of the agreement and the moment when all data required for the delivery of goods, execution of work and/or performance of services are in the possession of the Contractor. Unforeseen weather conditions, accessibility, transportation, health personnel, safety, product processing regulations, stock material and machine failure, financial status of the Contractor and Client; these can extend the delivery time and execution time in favour of the Contractor.
8. The Client warrants to the Contractor that the information provided by him, including the history of previously used products, damage status, aesthetic degradation, pollution, quantities, materials, constructions, third party services, accessibility, environmental guidelines, safety rules, tenants- and user interests, administrative obligations in the form of reports, subscriptions and registrations, working hours, storage of work material, permits, legal documentation, deposits,

education and training, access passes, execution and delivery locations and facilities are made available to the Contractor in a timely and appropriate manner, and in such a way that the Contractor can prepare and perform its work in the most efficient manner, in the absence of which the Client is held to compensate the Contractor for the additional costs incurred.

9. All costs incurred by circumstances where the Contractor could not reasonably have taken said circumstances into account when entering into the Agreement, shall be borne by the Client.

Article 3. Intellectual Property

1. Unless otherwise agreed, the Contractor shall retain the copyrights, patent rights and all other intellectual property rights on the offers, designs, disciplines offered, products to be processed, techniques to be used, specified advice and maintenance instructions, images, videos, drawings, (test) models, (test) surfaces, software etc.
2. The rights to the data referred to in paragraph 1 shall remain the property of the Contractor, regardless of whether the Client has been charged for the production thereof.
3. All information, oral or written, provided by the Contractor to the Client remains the property of the Contractor, and may only be used by the Client for the purpose for which it has been provided.
4. Client shall not provide the Contractor's information to any third party, in any manner whatsoever, save for when reasonably necessary related to the proper execution of the Agreement and then only after and insofar as a confidentiality obligation has been agreed.

Article 4. Retention of title

1. All delivered goods, processed products and executed activities by the Contractor shall remain the property of the Contractor until the Client has fulfilled his payment obligations from the Agreement to the Contractor. As long as the Client has not fulfilled his payment obligations, the Client is obligated with due and proper care to treat, maintain, insure the delivered goods and not pledge, rent, sell, process, transfer or deliver it to third parties. In case of non-compliance with this obligation, the entire sum covered by the Agreement will be due immediately.
2. If the Client fails to fulfil his obligations towards the Contractor, the Contractor has the right to immediately recall all goods whose property is reserved. And, where possible, undo the performed work and the results obtained. As far as necessary, the Client shall at the Contractor's first request grant immediate access to projects and / or territories, of which the Client is owner or manager, so that the Contractor can revendicate his property/properties.
3. Payments made by Client are first and foremost attributable to claims of Contractor for which no reservation of title is applicable.

Article 5. Complaints

The period to complain of a lack of performance of the Contractor depends on the nature of the disciplines performed. In disciplines for cleaning, renovation, scratch removal, coating, polishing, brushing and graffiti removal complaints should be raised on the same day of execution. In other disciplines, no later than 14 days after completion. The Contractor is never liable for defects, damage and pollution caused by third parties or, for example, contamination which is usually to be expected. The Client is obliged to report a defect immediately to the Contractor in writing as soon

as the Contractor discovers it or reasonably should have discovered the defect.

Article 6. Client Liability

1. The client is responsible for the constructions, products, techniques and methods prescribed by or on his behalf, as well as orders, advice, guidance, specifications and instructions given by or on behalf of him.
2. The Client is liable for all damage and consequential damages resulting from defects in materials, products, ancillary products, machinery and techniques made available by him or prescribed by or on behalf of him.
3. The consequences of compliance with legal regulations or government decisions that come into effect after the day of the quotation is tendered, are the responsibility of the Client.
4. Client is liable for damages resulting from work or deliveries performed by him or third parties assigned by him.

Article 7. Liability Contractor

1. If the agreed quotation includes completion of works, then the liability of the Contractor is governed by the project-oriented aesthetic and technical conditions and restrictions applicable to the project, including clauses as defined in the quotation or which is most favourable to the Contractor stated in this article and Particular Terms III.
2. If the agreed quotation consists of processing materials offered or submitted by the Client, the liability of Contractor is dependent on which discipline is performed, possibly subject to a limitation clause, for the validity of the processing performed. If it appears that an operation has not been performed properly, the Contractor will decide whether he will:
 - re-perform the operation (on site);
 - restore the defect
 - credit the Client for a proportionate part of the invoice.
3. If the quotation includes delivery of goods, then the Contractor retains liability for the validity of the goods delivered. If it appears that the delivery is not correct, then the Contractor will decide whether he will:
 - restore the goods;
 - replace the goods;
 - credit the Client for a proportionate part of the invoice.
4. If the agreed quotation consists of performing a service and which appears to have been performed inadequately, the Contractor will decide whether he will:
 - relinquish or restore the service (partially);
 - credit the Client for a proportionate part of the invoice.
5. If and in so far as the Client and Contractor have agreed upon a factory guarantee, the Client may only seek compliance of this Factory Warranty from Contractor.
6. The Client must, in all cases, give the Contractor an adequate opportunity to repair or resume the operation or delivery, failing to do so will invalidate the claims of the Client.
7. The Client may only appeal the obligations arising from this Article if he has fulfilled all of his obligations to the Contractor.
8. Contractor is never liable for indirect damage and / or consequential damages, including company damage, conversion damage, loss of profits, image damage, environmental damage, transport costs, material costs and costs for execution (by third parties), etc.
9. In all cases, the Contractor's liability is limited to compliance with the Contractor's obligations as defined in this Article.

Article 8. Force majeure

Conditions beyond the will and involvement of the Contractor, which are such that compliance or further compliance with the Agreement cannot be reasonably expected, including (but not limited to) weather conditions, limited accessibility, non-economic and non-compliance / or effective implementation restrictions, work strikes, employee availability, company malfunction, stagnation of supply, files, availability of site access by any means, material failure, resulting price increases, and malfunctions in production processes, both of the Contractor and its suppliers and subcontractors. The current financial status of the Contractor applies as a force majeure and entitles the Contractor to cancel the Agreement for the part not yet executed without any liability for damages. In the case of temporary force majeure, the Contractor has the right to choose to either suspend the delivery during that period or to cancel the Agreement for the part not yet executed, all without any liability for damages.

Article 9. Payment

1. Full and final payment must be made within 14 calendar days from the date of invoice, unless otherwise agreed in the quotation.
2. Contractor is at all times entitled to invoice based on deposit or to invoice periodically.
3. In the case of failure to pay on time, the Client shall be liable for interest at the current legal rate, as well as compensation of all fees incurred by the Contractor for the collection of said fees.

Article 10. Suspension, settlement and dissolution

1. The client is not entitled to suspend or settle his obligations.
2. In the following cases, the Client is legally in default and the Contractor has the right to terminate the Agreement, in whole or in part, without extrajudicial or judicial intervention.
 - A. If the Client requests bankruptcy or (provisional) suspension of payment or is declared bankrupt, (provisional) suspension of payment is granted or the Client is under government, management or curator under law;
 - B. If the Client liquidates or strikes or ceases his or her business activities partially or wholly;
 - C. If the Client is charged with a conservatoire or an execution order;
 - D. If the Contractor has good grounds to fear that the Client will fail to comply with his obligations.

The above shall not affect the rights of the Contractor.

3. The Contractor is always entitled to settle – whether due or not - claims of one or more of the Contractor and / or one or more of its group companies on behalf of such group companies with claims payable by the Client to the Contractor under the Agreement. In so far as any consent of the Client is required, this consent shall be deemed to have been granted to the Contractor unconditionally and irrevocably.
4. The Contractor is entitled at all times to require the Client to provide security for the Client's fulfilment of his obligations under the Agreement. The contractor will comply with the first request. If the Client makes no or insufficient assurance, the Contractor is entitled to terminate and / or dissolve the Agreement. In that case, the Client shall be liable for all damage caused by the Contractor.

Article 11. Outsourcing

The Contractor is at all times entitled to outsource all or part of the work performed to third parties.

Article 12 Disputes and applicable law

1. Any dispute which may arise between the parties in relation to or in response to an Agreement concluded between them, including disputes raised by one or both of the parties, shall be adjudicated over by the Council of Arbitration and no other legal body or representative.
2. Adjudication of a dispute by the Council of Arbitration suspends the option to consider the agreement as completed in relation to the matters which resulted in the dispute.
3. The relationship between the Client and the Contractor is governed exclusively by Dutch law. The applicability of the Convention on the international Sale of Goods is explicitly excluded.

PARTICULAR TERMS

II DELIVERY OF GOODS VIA THE NEROQOM STORE

For the delivery of goods through the NeroQom Store, other and / or additional terms of sale and delivery apply. See website NeroQomStore.com.

The terms below cover the general sales and delivery terms for mail order and internet sales.

Article 13. APPLICABILITY

1. These terms and conditions, as well as all other terms and documents referred to in these Terms and Conditions (hereinafter "Terms"), apply to all agreements and other (legal) acts between NeroQom and business Clients, not being consumers (hereinafter: "Buyer," "You," or "Your."). NeroQom does not ship to wholesalers or resellers. Read these Terms carefully before ordering a product and/or service and print these Terms for future reference.
2. The Applicability of General and/or Particular Terms of the Buyer is excluded, unless NeroQom has accepted the applicability of such terms in writing.
3. Our website focuses only on Buyers in the Netherlands and Belgium. The Terms therefore apply to the sale and shipment of NeroQom products within the Netherlands and Belgium. By ordering products and/or services through our Website you guarantee that: 1) you are authorized to conclude a legal agreement, 2) you are at least 18 years old; and 3) you are a resident of the Netherlands or Belgium or are established in business there.
4. Some products or services on our website are offered by third parties and not by NeroQom. On these products and/or services, the general terms of these third parties may apply. Please make sure that you agree to these terms and conditions before entering into the agreement.

Article 14. AGREEMENTS

1. All quotations and offers (on the Website), including the NeroQom leaflets, are non-binding unless otherwise indicated. A Buyer's order is only an offer to buy a product and must be explicitly accepted by NeroQom. An Agreement will only come into effect if and to the extent that NeroQom has accepted an order by sending an order confirmation (by email) with the content of the Agreement and/or commencing the execution of the Agreement within 5 days of the order.
2. All data on the Website of numbers, sizes, weights, descriptions and/or other indications have been considered carefully, though only serve to identify the products and apply only approximately, as long as they are not explicitly confirmed by NeroQom in writing. Clear mistakes, such as calculation, writing as well as mistakes in offers, quotes, prospects, publications, leaflets, order confirmations, invoices and other documents from NeroQom do not bind NeroQom. Shown or provided trial

models or drawings are only non-binding indications of the respective products. Guarantees about the quality, durability, function and suitability for a particular use are only binding if explicitly indicated by NeroQom, for example, in a product's technical specifications. Offers by us or third parties do not reflect properties of the products.

3. If the ordered products are no longer available, NeroQom is entitled to offer a similar product of the same quality as replacement. In such cases, NeroQom will first contact Client to acquire consent. If Client does not agree with the replacement product, the order can be cancelled and NeroQom will take care of collecting the product and refunding the purchase price.

Article 15. DELIVERY TERMS AND RISK TRANSITION

1. Delivery terms and times are offered by NeroQom, but are not binding. If the delivery period is exceeded, the Client is not entitled to any damages on the matter or suspension of his obligations arising from the Agreement.
2. Delivery of items will only take place after verification and approval of Client's customer data. For example, if the data does not appear to be in accordance with Article 13.1 of these Terms, NeroQom may cancel the agreement. You will be informed by phone or email.
3. The delivery period commences on the date of the conclusion of the Agreement as defined in Article 15.1 of these Terms.
4. Delivery takes place (by a transport company) at the address specified by the Client. If you are not present at delivery at a specified address at the first delivery attempt, you will receive a non-home message and you can contact the carrier to make a new appointment. Sometimes a proposal is made for a second delivery attempt or is the product being delivered to neighbours if they are willing to accept the product for you. Second and/or subsequent delivery will be performed at additional delivery costs.
5. NeroQom reserves the right to make partial deliveries based on legitimate grounds.
6. The risk of the items involved transfers through delivery by NeroQom to the shipper, the carrier, or any other third party designated for transportation. This also applies to partial deliveries or delivery of services (or download of digital content). If delivery of the items is delayed by the Buyer, he is without notice in default from the moment NeroQom indicated that the items are ready for shipment. In this case, NeroQom is entitled to store the items at the Client's expense and risk or to sell it to a third party. The Buyer will continue to owe the purchase price, plus interest and costs (in the case of compensation), however, in any event, reduced by the net proceeds from the sale to this third party.

Article 16. PRICES, PAYMENT AND PROPERTY

1. All prices are net prices (excluding VAT) in Euro. Additional costs, such as transportation, will be listed separately on the website and invoice.
2. An invoice containing the product, shipping and additional costs will be sent by e-mail to the e-mail address as known to us, together with the order confirmation.
3. The ownership of the articles, nevertheless the actual delivery, will not be transferred to the Client until Client fully covered all of the obligations under the Agreement under NeroQom, including the purchase price, any terms under these Terms or under the Agreement owed surcharges, interest, taxes, costs and damages.
4. Before the ownership of the items has passed to Client, the Client is not entitled to loan, rent, use, sell or otherwise burden the items.
5. As long as NeroQom is the owner of the items, the Client will immediately notify NeroQom in writing when the items are, or are threatened to be, seized or any part of the items are

otherwise claimed. In addition, the Client will inform NeroQom at NeroQom's first request about the location of the items and, if desired, provide NeroQom access to the items.

6. Upon seizure of any part of the items, provisional pursuance of payment or bankruptcy of the Buyer, the Buyer shall immediately inform the seizing officer, the administrator or the trustee about the ownership rights of NeroQom.
7. If and insofar as the Buyer has not paid the agreed price of the delivered items, the Buyer is, in the case where he delivered the goods provided by NeroQom to a third party, obliged to provide all necessary cooperation at NeroQom's first request to the establishment of a pledge on behalf of NeroQom on all Client's claims on that third party by virtue of such surrender, without prejudice to the other rights of NeroQom under the Agreement or the Law.
8. Be aware that you must pay directly for ordered products if you choose to pay through Ideal or PayPal.

Article 17. GUARANTEE / COMPLAINTS

1. If NeroQom delivers items to the Client that NeroQom has obtained from its suppliers, the content and scope of the warranty, warranty period and other warranty terms apply as stated by those suppliers. NeroQom is never held to a further warranty with respect to the Buyer than that which NeroQom may claim against those suppliers. NeroQom's own branded items are subject to the warranty terms as set out in Articles 17.2 to 17.9 of these Terms.
2. If the Buyer makes use of a legal or NeroQom warranty, the Buyer is to inform NeroQom in writing as soon as possible after discovery but no later than fourteen (14) days after receipt of the product or if there is a hidden defect within 14 days after Discovery was possible for the first time, about the defect (in text and in picture), in the absence of which Client cannot derive any rights from the warranty. Client cannot derive any rights from the processing of the complaint by NeroQom.
3. The warranty on NeroQom's own branded products means that items that exhibit defects in materials and/or defects are repaired or replaced without any fees within the warranty period, subject to NeroQom's discretion. If repair or replacement, due to costs, is not reasonably possible, NeroQom will, as the ultimate remedy, refund the purchase price.
4. After reporting a defect, the Buyer must enable NeroQom to inspect the product concerned. Inspection of the defective product takes place at the location of the product or at NeroQom's office, either options on the sole discretion of NeroQom. Costs for returning the product are at the expense of NeroQom. However, if the complaint proves unfounded, Client must bear the cost of return. Costs for any initial on-site visit shall be the responsibility NeroQom, if reasonable. Subsequent visits are passed on in time and transport/travel expenses to the Buyer.
5. The Buyer must allow NeroQom a reasonable time to perform the investigation and repair, replace, or refund the purchase price.
6. The warranty period depends on the item and is determined by NeroQom per product type. A replacement or replacement item, part of a product or product is owned by NeroQom and must be submitted to NeroQom.
7. Outside the warranty, defects in the goods arising from normal wear and tear, on the date of sale or shelf life, or due to any causes resulting from environmental conditions, such as damage occurring during transport by the Buyer, wrong or inaccurate use or storage, or unless NeroQom's prior written permission has been made, any repair work or modifications to the item, unless these work or changes are inherent in the commissioning of the article shall not be covered by warranty.

8. If NeroQom has, under warranty, repaired material and/or construction defects, replaced the item or refunded the purchase price, and is fully aware of its warranty obligations then NeroQom shall not be subject to any further claims for damage or compensation.
9. After the observation of any defect, the Buyer is obliged to immediately discontinue the operation, processing and / or installation of the items in question and, moreover, to reasonably avoid further damage to the items.

Article 18. LIABILITY AND INDEMNIFICATION

1. NeroQom is never liable for any direct or indirect damage to the Client or a third party, including consequential loss, intangible damage, company or environmental damage, safety and any result obtained by using or applying purchased products.
2. The liability closure as mentioned in article 18.1 of these Terms does not apply if the damage to the Client is caused by intentional or gross negligence of NeroQom or its management staff.
3. Unless damage is caused by NeroQom's intentional/gross negligence, Client shall indemnify NeroQom from all third-party claims, directly or indirectly related to using the products, and shall reimburse NeroQom all damages, including legal advisory costs, that NeroQom suffers as a result of such claims.
4. The Client is obliged to limit any further or other damage, as far as reasonably possible.
5. To the extent permitted by law, the limitation period for setting claims against NeroQom is limited to one (1) year.

Article 19. EXCHANGE / CANCEL

1. You have the right to cancel or exchange your order within 14 days after you, or a third party designated by you, not being the carrier, have received the products. Your decision to cancel the Agreement must be sent to us by a clear statement (e.g. a letter or email) to us: NeroQom Comfort BV, Customer Service Department, PO Box 302, 4900AH Oosterhout, The Netherlands, tel: +31-162-457872, email: Store@NeroQom.com, which should be sent on at the latest on the last day of the redeployment term. You may use the "Model Revocation Process" listed on the website, but you are not required to do so.
2. NeroQom is only required to honour a request for exchange or cancellation of the order if the Client submits the request within this period and at the same time provides:
 - payment receipt or invoice, or in case of a cash receipt, the bill of landing of the purchased item;
 - the unused and undamaged complete product;
 - the original, undamaged packaging of the product;
 - the complete not filled in warranty.
3. You are not entitled to cancel or exchange the order if:
 - discounted products or products that are part of a promotional action (voucher, action, promotion, etc.)
 - products are removed from the original packaging;
 - based on Client specifications manufactured products by the Client, which are not prefabricated and manufactured on the basis of an Individual Buyer's choice or decision, or which are clearly intended for a specific person;
 - spoilage products that have a low shelf life;
 - products that are not suitable to be returned for reasons of health protection or hygiene and whose seal has been damaged or broken after delivery;
4. If you make use of your right to exchange or cancel the order, you need to return the products with all accessories and - if reasonably possible - in the original condition and packaging immediately and in any event not later than 14 days after you informed us that you are cancelling the agreement. The costs for return are at the Client's expense.

5. NeroQom is not obliged to exchange purchased products if the article is used or damaged in the opinion of NeroQom, or has undergone any change.

Article 20. FAILURE / DISSOLUTION

1. If the Client does not comply, properly, with any obligation resulting from any Agreement or these Terms, the Client is, without notice, in default and NeroQom is entitled to:
 - suspend the execution of this Agreement and directly related agreements until payment is sufficiently secured.
 - Completely or partially dissolve the Agreement and directly related agreements, without NeroQom being liable for any damages and undiminished any rights arising from NeroQom.
2. In the event of provisional surrender of Client's payment or bankruptcy, strike or liquidation of the Buyer's business, all Agreements with the Client will be terminated by law unless NeroQom informs the Client within a reasonable period of compliance with (Part of) the requisite agreement (s), in which case NeroQom is entitled to suspend execution of the relevant agreement (s) without notice until payment is made sufficiently without prejudice to the rights to NeroQom.
3. In each of the cases mentioned in Article 20.1 and 20.2 of these Terms, all claims made by NeroQom to the Client are immediately and in full due, the Client is obliged to promptly return the items and NeroQom has the right to enter the areas and to enter into the Clients premises in order to hold those items.

Article 21. PRIVACY

When using our website, placing an order, and/or conducting an Agreement, NeroQom may use your personal information. Click on the relevant link on our website for more information about our Privacy Policy.

Article 22. COMMERCIAL EMAILS

When you register on our website, you can choose to receive promotional emails. At a later time, you can opt out again at any time (opt-out) to receive promotional emails by clicking the link at the bottom of the emails, or changing your account settings on the website. It may take a few days to process. You will not receive any promotional emails until you change your settings again.

Article 23. FORCE MAJEURE

1. If NeroQom cannot fulfil its obligations towards the Client due to a non-attributable shortcoming (force majeure), the obligations will be suspended for the duration of the force majeure. Situations covered by force majeure include any independent circumstance outside of the will of NeroQom, which prevents in full or in part the fulfilment of its obligations to the Client or which may reasonably not be fulfilled by NeroQom, regardless of whether that circumstance at the time of the conclusion of the Agreement was to be foreseen. Those circumstances include: strike, exclusion, fire, machine failure, stagnation or other problems in production by NeroQom's suppliers and/or measures by any government agency as well as the absence of any government-authorized license.
2. If any force majeure has lasted for two months or more, both parties have the right to dissolve the Agreement in writing in whole or in part, without any liability for damages.

Article 24. CHOICE OF LAW AND COMPETENT COURT

1. The Agreement and these Terms and Conditions shall be governed by Dutch law. The applicability of the Convention on the international Sale of Goods is explicitly excluded.
2. All disputes arising from the Agreement or these Terms shall, unless otherwise prescribed by law, be subject to the judgment of the competent court in Breda, provided that NeroQom has

the right to claim, whether or not at the same time, to appeal against the Client to other (judicial) authorities who are authorized to take such claims.

Article 25. OTHER PROVISIONS

1. All costs, judicial and/or extrajudicial, which NeroQom has to make as a result of non-compliance with the obligations of the Agreement, or any relationship with the Client, shall be entirely borne by the Client. The extrajudicial costs are set at a minimum of 15% of the principal amount and interest, undiminished to the Contractor's right to claim the actual extrajudicial costs that exceed this amount.
2. The non-direct enforcement of any right or authority of NeroQom will not affect or limit NeroQom's rights and powers under this Agreement. Amendment or removal of any provision or condition contained in the Agreement will only be in force if it has been made in writing.
3. Without the express permission of NeroQom, the Client is not allowed to transfer any obligation under the Agreement to third parties. NeroQom has the right to connect terms to any permission given.
4. If one or more clause(s) of these Terms prove to be in whole or in part null and void, the remaining provisions shall remain unchanged and the relevant clause will at least apply as much as possible regarding the content and scope.
5. NeroQom has the right to modify these Terms from time to time, for example as a result of changes in the market, collection, technology, payment options, legislation and the capabilities of our system. Your agreement with us is governed by the Terms that were applicable at the time of the order in question, or if NeroQom informs you of the change later, but before the order confirmation has been sent, and in such case, you have not informed within seven (7) days after receiving the notice that you do not agree with the Change of Terms.

III ADVISE

The clauses of these terms and conditions apply to all agreements, assignments and agreements with which NeroQom Comfort BV is a party, acting as NeroQom Consultancy (see website www.NeroQomConsultancy.com).

Article 26. Establishment and amendment of the agreement / assignment

1. Agreements/assignments are entered into in writing by signature of both parties on a public memorandum drawn up for this purpose.
2. Changes to the agreement/assignment, including extension or reduction of consultancy work already undertaken, will be established as soon as NeroQom Comfort BV has confirmed this change in writing.
3. The provisions of the preceding paragraphs shall not affect the competence of the parties to prove the existence of the agreement/assignment and/or of the changes made therein by other means.

Article 27. Obligations of NeroQom Comfort BV

1. NeroQom Comfort BV will carry out the assignment properly and carefully, carrying out the best interests of the client and shall perform the services to the best of their knowledge.
2. The contract must be executed within the time limit agreed by the parties, subject to circumstances which cannot reasonably be attributed to NeroQom Comfort BV. Unless otherwise agreed, this is not a "deadline" so a written notice of default is required for the purpose of default.
3. If agreed in the assignment, NeroQom Comfort BV estimates and budgets the sum and costs to their best efforts, though is

not liable if it appears that the work cannot be realized for the estimated or budgeted costs.

4. NeroQom Comfort BV will provide the client with an estimate of their consultancy costs when completing the assignment. The Client cannot derive any rights from this estimate, unless any excess cannot reasonably be charged to the Client. In case of changes to the assignment or if it is justified that the latest estimate is insufficient, NeroQom Comfort BV will inform the client in writing.
5. NeroQom Comfort BV will, in an assignment relating to the creation of a project, notify the client of the CAR insurance or a similar insurance which, as a consequence of the nature and size of the project, may be considered as a regular insurance.

Article 28. Obligations of Client

1. The client must provide NeroQom Comfort BV in good time with the information, data and decisions necessary to perform and complete the assignment.
2. The client must pay the amounts due to him by NeroQom Comfort BV no later than the date stated on NeroQom Comfort BV's declarations.
3. If the agreement involves the creation of a project, the client NeroQom Comfort BV provides the program of requirements for this project.
4. If the Client is formed by separate persons acting commonly for the performance of the assignment, each of them is jointly liable for the proper execution of the assignment. Legal persons are also included under the term 'person'.

Article 29. Acting as Agents

1. If NeroQom Comfort BV acts for the client as an agent, it shall commit actions only after consultation with the Client, unless an immediate provision is required.
2. In the event of intentional or gross negligence, when NeroQom Comfort BV is acting as the agent of the client, NeroQom is not liable for any adverse consequences of acting as authorized agent.

Article 30. Cooperation with third parties

1. The Client shall be responsible for the coordination of NeroQom Comfort BV's activities with third parties engaged by the Client.
2. NeroQom Comfort BV may, if necessary for proper execution of the assignment, assign other experts. NeroQom Comfort BV will notify the client in advance about this. If third party activation entails additional costs to the client, prior permission from the client must be obtained.

Article 31. Activities of NeroQom Comfort BV

Among the activities of NeroQom Comfort BV acting as NeroQom Consultancy are:

To compile:

- Scope;
- Analysis;
- Diagnosis;
- Advice;
- Multiple year maintenance plan;
- Status determination with noted abnormalities;
- Agreements.

Analysis:

- Damage, aesthetic degradation and heavy pollution;
- Risk;
- Scope regarding specified third parties;
- Quotation;
- Warranty provisions;
- Work performed;
- Reporting third parties.

Advice:

- Building protection;
- Cleaning;
- Renovation;
- Coating application;
- Upgrade;
- Repair;
- Product, technique and specialist.

Control:

- Execution and work.

Accompaniment:

- Advice;
- Review and test;
- Laboratory and test mediation;
- Testing;
- Elaboration;
- Control;
- Correction;
- Inspection;
- Managing and supervising.

Calculations:

- Calculate product, material and labour costs.

Measurements:

- Measure aesthetic value such as transparency, colour, gloss, hardness, layer thickness, bond strength.

Accompaniment:

- During the construction and exploitation phase.

Research:

- Research and expert in arbitration and insurance.

Knowledge transfer:

- Publications, lectures, courses and trainings;
- Standard development.

Article 32. Consulting costs, payments

1. The parties shall determine the manner and extent of payments in the agreement/assignment.
2. If the client makes changes to the assignment or the requirements that he implements on the project after providing the assignment, the necessary work will be charged separately.
3. If, during the execution of the assignment, changes occur in cost components, for example as a result of changes to the collective agreement or as a result of laws, decisions or decisions by government or other cost elements, NeroQom Comfort BV can unilaterally adjust the agreed rates, but not earlier than within three months after entering into the agreement. NeroQom Comfort BV will inform the client in writing about the change a month before the proposed tariff changes.
4. The tariff adjustments referred to in the preceding paragraph do not provide grounds for termination of the agreement.
5. If the client disputes the accuracy of a part of a NeroQom Comfort BV declaration, he is nevertheless held to pay the undisputed part. If and to the extent that the disputed portion is still due, the original expiry date shall apply.

Article 33. Interim termination of the agreement

1. Both NeroQom Comfort BV and its client may terminate the agreement interim, subject to a reasonable notification period, in writing. In the case of interim termination, the Client must fully respect the copyright of NeroQom Comfort BV in accordance with the provisions of Article 37.
2. In the case of interim termination, the client is obliged to compensate NeroQom Comfort BV for all costs and services rendered up to that date, in accordance with the agreement. In addition, the client is obliged to reimburse costs incurred by NeroQom Comfort BV for the fulfilment of the contract, already reasonably agreed with third parties.
3. In addition to the provisions of paragraph 2, unless the Client is a consumer, the Client pays 10% of the remaining part of the

estimated cost of the work under the assignment that he would have owed in full performance of the assignment.

4. The above-mentioned cost arrangement does not affect the possible liability of the Client for any damage, whatsoever, of NeroQom Comfort BV, arising from an interim termination.

Article 34. Dissolution of the agreement

1. Dissolution of the agreement is only possible if either party is accountable for failing to fulfil its obligations under the agreement. If, in the opinion of one of the parties, the other party is accountable for their failure, the party shall forthwith inform the other party by registered letter. The defaulting party will then be given the opportunity for 14 days to properly fulfil the obligation. If the defaulting party remains in default during this period, the agreement may be dissolved in whole or in part, unless the shortcomings due to its special nature or minor significance, do not warrant this dissolution with its consequences.
2. The assignment given to NeroQom Comfort BV does not end due to the death of the Client.
3. If the assignment has been granted with a certain natural person as advisor for NeroQom Comfort BV in mind, and this person is in fact also charged with the execution, his or her physical or mental invalidity will allow NeroQom Comfort BV an appeal on force majeure.

Article 35. Interruption assignment

1. The client may order NeroQom Comfort BV to terminate the work. The client is obliged to notify NeroQom Comfort BV in writing, with due notice of a reasonable period.
2. In the event of an interruption of the contract, the client is obliged to reimburse NeroQom Comfort BV all costs incurred by the agreement by NeroQom Comfort BV, including remuneration to the status of work and costs resulting from NeroQom Comfort BV's already made reasonable commitments with third parties. Compensation for these costs does not in any way affect NeroQom Comfort BV's right to appeal to the client to compensate for the damage suffered as a consequence of the interruption of the contract.
3. Upon resumption of execution of the contract, all additional costs that the restart of the work will entail will be reimbursed by the Client.

Article 36. Liability

1. NeroQom Comfort BV is only liable for damages for:
 - A. The cost of adapting their design, study or reporting;
 - B. The cost of repair of defects in the work performed by them and the damage caused directly by those defects. Under these are never understood those costs that would be included in the construction cost, purchase price or construction costs of the project if the commission was completed well;
 - C. The cost of man and equipment hours declared by third parties to the Client, lost due to the alleged failure of NeroQom Comfort BV, except for the case when this manpower and material deployment could be used differently or elsewhere during the delay time.
2. NeroQom Comfort BV is liable for compensation for damage other than in the previous paragraph under a, b, or c, if and to the extent that the defect is due to gross negligence of NeroQom Comfort BV.
3. Any liability of NeroQom Comfort BV as contemplated in this article, irrespective of the nature and extent thereof, shall be limited to up to the agreed terms of the agreed contract (excluding V.A.T.) at the invoice/invoices.
4. If the agreement concerns the creation of a project, NeroQom Comfort BV is only liable in so far as such damage is not covered

by a conventional CAR insurance or similar insurance and in addition to the provisions of this article.

5. The client's competence to appeal to NeroQom Comfort BV shall expire if the client fails to disclose or reasonably disclose the defect within a reasonable period of time, in writing and with reasons to NeroQom Comfort BV in this regard. In any event, such power shall cease if such protest is not made within 5 years from the end of the assignment or, if the assignment relates to the creation of a project, from the completion of the project in the aforementioned manner. Any claim for damages shall expire if no legal action is taken within two years after this protest.
6. If NeroQom Comfort BV is held liable by a third party for any damage in the performance of the contract for which it is not liable under the agreement or the condition, the Client will fully and indemnify them in this regard.

Article 37. Ownership and use of documents, copyrights, patents

1. The documents issued by NeroQom Comfort BV will be the property of the client and may be used by him, however, provided that the client has fulfilled all his financial obligations towards NeroQom Comfort BV.
2. The client is not allowed to repeat in whole or in part a project carried out in accordance with the draft, drawings and other works of NeroQom Comfort BV, without explicit permission of NeroQom Comfort BV.
3. The copyright on the documents referred to in paragraph 1 and the design, drawings and works referred to in paragraph 2 rests with NeroQom Comfort BV.
4. NeroQom Comfort BV applies within the meaning of the Uniform Benelux Law on drawings and designs as the designer of drawings and designs that it has manufactured under the contract. NeroQom Comfort BV has the exclusive right to deposit these drawings and models with the agency referred to in that law. As regards copyright in the previous paragraph, as much as possible, apply to the rights to be derived from such a depot.
5. The client may, at the sole discretion of NeroQom Comfort BV, obtain, at his sole discretion, patent for any patentable benefit arising from the performance of the contract. NeroQom Comfort BV may, without further reasoning, refrain from giving permission as meant in the previous sentence. If the client obtains a patent as intended herein, he grants NeroQom Comfort BV a costless non-transferable license to that finding.

Article 38. Disputes

1. All disputes between parties related to the contract will be resolved by arbitration, only with the exception of an ordinary judge solely and in a supreme court.
2. A court appointed according to the previous paragraph and the regulations referred to there shall be judged to be fairness by law.
3. Where this article discusses party(s) to the agreement, the lawmakers of NeroQom Comfort BV and the client, respectively, will be included.

Article 38. Applicable law

On these terms and conditions and the agreements/assignments to which they apply, Dutch law applies.

III ASSESSMENT OF WORK

Article 39. Obligations of the Client

1. Client warrants that Contractor has timely availability:
 - the data and approvals required for the design of the work (such as access, guidance, keys, fitting, experience and training, codes of conduct, quantities, constructions,

third parties, administrative obligations in the form of reports, qualifications and registrations, environmental directives, working hours, safety information, permits, exemptions and decisions);

- on signed and accepted offer including any restrictive clauses;
 - the project, building, boat, terrain, water or accessibility systems in which or where the work is carried out;
 - on a timely basis in the immediate vicinity of the project for supply, storage and / or drainage of vehicles, products, auxiliary materials, machinery, accessibility systems and tools;
 - about connectivity for electrical machines, telephone, internet, Wi-Fi, lighting, heating, electricity, gas, compressed air, suction and water.
2. The required electricity, gas and water will be borne by the Client.
 3. The Client warrants that any work and/or deliverables to be performed by others that are not part of the Contractor's work shall be carried out in such timely manner that performance of the work will not be delayed, restricted or otherwise hindered.
 4. The executive director is authorized to represent the Client unless and in so far as not expressly agreed otherwise.
 5. As far as relevant, the Client is obliged to notify the Contractor in writing before the start of the work of:
 - the presence and location of cables, pipes, gratings, openings, leaks, possible damage to grass, floor and pavement, risks, unworkable days, etc.
 - the specifications, history, previously used products, damage status, aesthetic degradation, pollution, tenants and user interests, legends, sponsorships, reports and current status of the surface to be processed.
 - the log of maintenance frequency.

Article 40. Duration, postponement of delivery

1. If the period, in where the work has to be delivered, is determined in workable working days, a working day is understood to mean a calendar day, unless it is recognized at a general or at the place of work, or by the government or by or by force Collective agreement prescribed weekend, rest or holiday, holiday or other non-individual day off.
2. Working days are considered unworkable if there cannot be worked by the majority of employees, products or machines for at least four hours due to non-contractual circumstances of the Contractor.
3. If the completion of the work should take place on a day that is not a working day as described in the first paragraph, the next working day shall be the agreed date of delivery.
4. Contractor has the right to extend the period in which the work will be delivered if due to unforeseen weather conditions, due to limited availability, by additional work, by finding non-functioning disciplines (products and techniques), by establishing economic and efficiency-limiting circumstances, due to temporarily being unable to plan and deliver skilled employees, due to Client's circumstances or by modification of the Agreement or in the terms of execution, the Contractor may not require that the work is delivered within the agreed term.
5. If the commencement or progress of the work is delayed by factors which the Client has not communicated prior in writing to the Contractor and/or for which the Client is responsible, the costs incurred by the Contractor shall be reimbursed by the Client.

Article 41. Check and approval

1. A reasonable period before the day on which the work is deemed to be completed by the Contractor, the Contractor

shall invite the Client to check the work. The check shall take place as soon as possible but no later than eight days after the day as mentioned above. The inspection is undertaken by the Client in the presence of the Contractor and seeks to ascertain whether the Contractor has fulfilled his obligations under the Agreement.

2. After the work has been checked, the Client shall notify the Contractor immediately, but no later than eight days in writing, whether the work has been approved or not, in the first case, with the possible minor defects referred to in the sixth paragraph, In the latter case, mentioning the defects that are the reasons for abstention of approval. If the work is approved, the date of approval shall be deemed to be the date on which the relevant notice was sent to the Contractor.
3. If no written notice is given to the Contractor within eight days of the inclusion, the work is deemed to have been approved on the eighth day after the inspection.
4. If the check does not occur within eight days after the date referred to in paragraph 1, the Contractor may, by registered letter and/or by e-mail, submit a new application to the Client, requesting the inspection within eight days. If the Client does not comply with this request, the work shall be deemed to have been approved on the eighth day after the date referred to in paragraph 1. If the Client complies with this request, the second and third paragraphs shall apply mutatis mutandis.
5. The work is deemed to have been approved if used accessibility systems are removed, restricted access and, as far as it is being taken into service. The day of commissioning of the work or a part thereof is the date of approval of the work or the relevant part.
6. Small defects, which can be repaired, may not be grounds for abstention, provided they do not prevent any commissioning.
7. With respect to a re-admission after withdrawal of approval, the above provisions will apply mutatis mutandis.

Article 42. Delivery and maintenance

1. The work shall be deemed to be completed if it is or is deemed to have been approved in accordance with Article 41. The day on which the work is or is deemed to have been approved shall be deemed to be the date on which the work is deemed to be completed.
2. The Contractor is obliged to repair the shortcomings referred to in Article 41 (6) as soon as possible. Contractor is obliged to repair defects as soon as possible, except for those for which the Client is responsible under Article 41, paragraph 1, or for which he is liable under Article 41, subsection 2.
3. Contractor may choose to deliver the assignment in parts.
4. Wherever possible, the contractor will refer to and work in accordance with a previously presented test piece. Result upon inclusion may deviate from the test piece when performance is performed significantly later in time and under other conditions.
5. After completion of delivery, the Contractor will, if desired, provide maintenance advice with, if desired, a quote for multiannual maintenance to be executed by the Contractor.

Article 43. Liability after delivery

1. Upon completion - and if parties have agreed a term of service, after expiration of this service term - Contractor is no longer liable for defects at work, unless a defect in the work or any part thereof is due by the Contractor, his supplier, his subcontractor or his staff which the Client could reasonably have not previously recognized and the Contractor was notified of that defect within a reasonable time after discovery.
2. The action under the limitation referred to in the preceding paragraph shall be inadmissible if it is instituted after one day after the expiration of the maintenance period. However, if the defect referred to in the first paragraph is to be regarded as a

serious defect, the action is inadmissible if it is instituted after one day after the expiration of the maintenance period. A defect is only a serious defect if it jeopardizes the rigidity of the building.

3. Immediately after handling treated parts, damage, aesthetic degradation and contamination can adversely affect the result. The Contractor is not liable to keep, maintain, protect, control and correct treated parts until delivery. Weather conditions, location, design, environment, work third parties etc. are not under the direct control of the Contractor.

Article 44. Suspension, termination of work in unfinished condition and termination

1. The Client is authorized to suspend the execution of the work in whole or in part. Provisions that the Contractor must incur as a result of the suspension shall be settled as additional work. Damage suffered by the Contractor as a result of the suspension must be reimbursed by the Client to the Contractor.
2. If damage occurs during the suspension, this will not be borne by the Contractor.
3. If the suspension lasts longer than 14 days, the Contractor may claim that a proportional payment is made for the part of the work performed. Account is taken of the products and assistance materials paid to the employee, not yet processed but already paid by the Contractor, and planned travel and subsistence costs, as well as scheduled hours of work for staff and subcontractors.
4. If the suspension of work lasts longer than one month, the Contractor is authorized to terminate the work in the unfinished state. In that case, it must be settled in accordance with the following paragraph.
5. The Client is authorized to terminate the Agreement in whole or in part. In that case, the Contractor is entitled to the contract amount plus the costs that he has incurred as a result of the non-completion, reduced by the termination costs.

Article 45. Products and auxiliary materials

1. All products and auxiliary materials to be processed must be of good quality, suitable for their intended purpose and meet the requirements.
2. The Contractor allows the Client to approve products and auxiliary materials. The inspection must be done at the time of their arrival at the workplace. The Contractor is authorized to be present at the inspection or to be represented by a third party.
3. Products and materials provided by the Client are deemed to have been approved.
4. Both the Client and the Contractor may claim in the event of a disapproval of products and auxiliary materials that a mutually sampled, both certified, sealed sample will be retained.
5. The work-related products and auxiliary materials, of which the Client has stated that he wishes to keep them, must be removed by him from work.
6. If after the conclusion of the agreement it has been found that the project and/or building site is contaminated or the products and auxiliary materials from work are contaminated, the Client is liable for the consequences, costs and damages resulting from the performance of the work.
7. For the supplied products and auxiliary materials, the Client bears the risk of loss and/or damage from the moment when they were supplied to the project during the time that they remain outside the normal working hours under the supervision of the Client.

Article 46. More and less work

1. In any event, settlement of more or less work shall be: - in case of changes to the agreement or the terms of execution; - in the

case of deviations from the amount of the costs - in the event of deviations from settable quantities.

2. If the final payment of the work shows that the total amount of the lesser work exceeds the total amount of the additional work, the Contractor shall be entitled to an amount equal to 10% of the difference of those totals.
3. Changes to the Agreement or the terms of performance will be agreed in writing. The lack of a written assignment does not affect the claims of the Contractor and of the Client on settlement of more and less work.
4. Estimated costs as well as estimated working days are the amounts stated in the Agreement, which are included in the contractual amount and which are intended for either - the purchase of products and auxiliary materials, or - the purchase of products and auxiliary materials and their processing, or - the purchase and/or hiring accessibility systems, or - performing activities which are insufficiently specified on the day of the agreement and which must be completed by the Client. With regard to each estimate, the Agreement will state which it relates to.
5. Expenses incurred in connection with estimates shall be calculated with the prices charged to the Contractor and the costs incurred by him, with a contractor fee of 10%.
6. If an estimate exclusively relates to the purchase of products and auxiliary materials, the cost of processing is included in the purchase price and are not separately deducted. However, these costs will be deducted from the estimate on which the purchase of those products and auxiliary materials is calculated, so far as they are higher than those which the Contractor must reasonably have considered.
7. Where an estimate relates to the purchase of products and auxiliary materials and the processing thereof, the cost of processing is not included in the contractual amount and are separately deducted from the cost.
8. If amounts entered into in the Agreement are included and those quantities appear to be too high or too low to make the work, the excess or lower costs resulting from that deviation will be offset.

Article 47. Price

1. The price mentioned in the agreement is exclusive of V.A.T. and, unless expressly stated otherwise, based on a continuous implementation process and price level of wages, materials, products, procurement and leasing of equipment, transportation, etc. at the time of the quotation.
2. Price increases up to the time of delivery may be passed on to the Client in accordance with the risk regime applicable to the industry concerned, unless explicitly agreed otherwise.
3. If the parties have agreed to the execution of the work, the Contractor will disclose the actual days and materials, products, procurement and leasing of equipment and transport on the basis of pre-agreed tariffs and general cost, risk and profit inventory to the Client. The days and materials used are monitored and administered by the Contractor. The monitoring and administration of the Contractor is binding in all cases to the Client.

Article 48. Car insurance

Unless expressly agreed otherwise, the Contractor is co-insured on a Construction All Risk (C.A.R.) Insurance undertaken by the Client, for which the terms and conditions of the Contractor are forwarded by the Client at his request.