

GENERAL TERMS AND CONDITIONS

Article 1. Applicability

1.1 These General Terms and Conditions apply to all offers made by Conduct Technical Solutions BV, trading under the name Conduct Technical Solutions BV, Chamber of Commerce number 52584186, and to all agreements entered into with Conduct Technical Solutions BV, hereinafter referred to as 'Conduct'.

1.2 These General Terms and Conditions contain provisions that can only be derogated from if agreed in writing and if the other provisions of these terms and conditions remain valid in their entirety.

1.3 'Buyer' means any legal or natural person who enters into or has entered into a contractual relationship with Conduct.

1.4 If the Buyer also refers to its own General Terms and Conditions, those terms and conditions will not be valid unless Conduct has agreed to their applicability in writing.

1.5 Conduct may make use of third parties when performing an agreement with the Buyer.

1.6 Conduct is authorised to amend or supplement these terms and conditions from time to time.

Article 2. Offers and formation of agreements

2.1 All offers made by Conduct are without obligation.

2.2 A personalised offer is valid for two (2) weeks, unless a different period is stated in the offer.

2.3 An order from the prospective Buyer has to meet the following conditions:

- the Buyer has to indicate in an email message exactly which product and/or service it wants to receive;
- the personalised offer has been signed by the Buyer and received by Conduct;
- the prospective Buyer has entered its data in the form provided for this purpose on the website and sent the data ('order form') to Conduct by electronic means, and this data has been received by Conduct.

2.4 An agreement is formed when an order confirmation is sent by Conduct to the Buyer. This agreement may be revoked by Conduct if the Buyer does not meet the conditions or has not met them in the past. In this case, Conduct will notify the Buyer of this within ten (10) days of receipt of the order.

2.5 The Buyer and Conduct agree that a valid agreement will be formed by using electronic means of communication as soon as the conditions in Articles 2.3 and 2.4 have been met. The absence of an ordinary signature does not affect the binding force of the offer and its acceptance. Conduct's electronic files will serve as evidence in this regard, to the extent permitted by law.

2.6 Information, images, notifications (given orally, by telephone or by email) and statements etc. concerning all offers and the most important features of the products are given or made as accurately as possible. However, Conduct does not guarantee that all offers and products are fully in accordance with the information etc. provided. Deviations will in principle not constitute a reason for compensation and/or termination.

- 2.7** All data, assumptions, estimates, and any other factors that may give the Buyer cause to conclude a contract, whether known to Conduct or not, are at the risk of the Buyer.
- 2.8** Offers do not extend to follow-up orders.
- 2.9** These General Terms and Conditions are always sent as an attachment with the offer.
- 2.10** The Buyer may not derive any rights from advice given by Conduct regarding the set-up of systems, etc.
- 2.11** Conduct is not liable for damage of any nature whatsoever resulting from the fact that it proceeded from inaccurate and/or incomplete information provided by or on behalf of the Buyer.

Article 3. Prices

- 3.1** All prices are quoted in euros, in accordance with the relevant legal provisions. Unless otherwise agreed.
- 3.2** Special offers are valid while stocks last.
- 3.3** The Buyer owes the price communicated to it by Conduct in its confirmation in accordance with Article 2.5 of these General Terms and Conditions. Obvious (manipulation) errors in the quotation, such as logical inaccuracies, may be corrected by Conduct even after the agreement has been drawn up.
- 3.4** Delivery charges are not included in the price. Special rates apply for deliveries outside the Netherlands.
- 3.5** Quoted prices are only valid until the 'valid until' date stated in the offer. If the Buyer converts the offer into an order after this 'valid until' date and there has been an increase in one or more cost price factors, even if this is due to foreseeable circumstances, Conduct may increase the quoted price accordingly.

Article 4. Payment

- 4.1** The price agreed or offered is exclusive of 21% turnover tax and shipping costs.
- 4.2** The Buyer will receive an invoice after Conduct has shipped the order (payment within 30 days of the invoice date). Conduct may expand the payment options in the future. Such alternative payment options will be communicated through the company's website.
- 4.3** Conduct may charge advance payments.
- 4.4** If Conduct has agreed a payment term, the Buyer will be in default by the mere expiry of that period. Payment terms can only be agreed in writing.
- 4.5** If the Buyer fails to pay or is in arrears, statutory interest will be payable on the outstanding amount from the date on which payment was due until the date on which the full amount was paid.
- 4.6** All judicial and extrajudicial costs of any kind incurred by Conduct as a result of the Buyer's failure to fulfil its (payment) obligations will be borne by the Buyer. The extrajudicial collection costs owed by the Buyer will amount to at least 15% of the amount owed, and never to more than the maximum permitted collection costs. Delivery of products and/or services may be postponed until the invoice amount has been paid.
- 4.7** If the Buyer is in arrears, Conduct will send the Buyer a written demand and/or notice of default with a final - reasonable - payment term. If the Buyer fails to meet this final deadline for payment, Conduct may terminate the agreement with

immediate effect or postpone delivery or further deliveries until the Buyer has fulfilled its payment obligations in full, including payment of any interest and costs due.

4.8 If the Buyer does not fulfil its payment obligations or has payment difficulties, Conduct will send the Buyer a written demand and/or notice of default with a final - reasonable - payment term. If the Buyer fails to meet this final deadline for payment, Conduct may take back the products and terminate the agreement without prior official warning. The Buyer authorises Conduct to remove and take back the products if necessary, or will give Conduct every opportunity to do so. Removal of the products will be at the Buyer's expense.

Article 5. Delivery and delivery period

5.1 Orders will be delivered as soon as possible. Conduct aims to dispatch orders placed before 12.00 on the same day.

Assembled products, such as the PVbox, PVshelter and connecting cables, are not stock products. Delivery times for these items will be confirmed by email.

The delivery periods stated are estimates and the expiry date of a delivery period is never to be regarded as a deadline.

5.2 If the Buyer orders a product that is temporarily out of stock, Conduct will indicate when the product will be available again. Conduct aims to notify the Buyer of any delays by email or telephone within three working days.

5.3 Orders will be shipped to the address provided by the Buyer at the time of formation of the contract.

5.4 The risk for the products to be delivered passes to the Buyer when the products are shipped from Conduct's warehouse (Ex Works). In the case of deliveries that are picked up by the Buyer, the risk for the products passes to the Buyer at the time of transfer, but in any case before loading.

5.5 Deliveries may be made in parts for practical reasons, within a reasonable period and after consultation with the Buyer.

5.6 Different conditions may apply to deliveries to the Wadden Islands and abroad.

5.7 The Buyer is responsible for unloading the goods, unless otherwise agreed.

5.8 Conduct has fulfilled its obligation to deliver by offering the products to the Buyer once. The carrier's report will always constitute full proof of the offer for delivery. If acceptance of a shipment is refused, the return freight, storage costs and other costs shall be borne entirely by the Buyer.

5.9 Any visible defects have to be reported to Conduct in writing within seven working days of delivery.

5.10 Complaints about a particular shipment do not affect previous deliveries or deliveries that are part of the same contract.

5.11 The Buyer is obliged to carefully inspect the products, or have them inspected, immediately upon receipt and to report any missing products or damage immediately. Transport damage also has to be reported to the relevant carrier immediately.

Article 6. Packaging

6.1 The products have to be packed in such a way that they reach their destination in good condition when transported. Each delivery or partial delivery has to be

accompanied by a packing slip that states the order number, item numbers, and quantities delivered.

Article 7. Returns / Right of withdrawal

7.1 If the Buyer does not inform Conduct in writing within 7 days of delivery whether or not the delivery has been approved, Conduct will assume approval of the delivery on the first day of delivery.

7.2 Returns can only be requested for catalogue products in new and unused condition. Conduct may refuse requests and returned products or credit only part of the invoice amount if it suspects that the product has already been opened or used or damaged through the fault of the Buyer.

7.3 The Buyer is responsible for the proper packing and franking of the products. Goods may only be returned to the warehouse of Conduct Technical Solutions, Aalborg 4, 2993 LP in Barendrecht, the Netherlands.

7.4 Products can only be returned within the calendar year of purchase. A 15% return charge will be invoiced over the total amount of the invoice. If the fault lies with Conduct, the return charge will be waived. Custom-made products cannot be returned. Once Conduct has received the returned products in its warehouse, a credit invoice will be drawn up. In the case of outstanding invoices, the outstanding amount will be set off against the credit invoice.

Article 8. Retention of title

8.1 Despite actual delivery, the title of products will not pass to the Buyer until the Buyer has paid in full all that it owes to Conduct after entering into an agreement. This includes the payment of interest and costs, also for earlier or later deliveries, and any work performed or to be performed for the products.

8.2 The Buyer may not encumber, sell, resell or dispose of the products before the ownership of these products has passed.

8.3 If third parties attach products delivered under retention of title or wish to establish or assert rights on them, the Buyer will be obliged to inform Conduct as soon as possible.

Article 9. Installation and fitting

9.1 The product will be installed and connected by the Buyer itself or by a third party on the Buyer's instructions, unless it has been agreed that the product will be installed by Conduct.

9.2 The Buyer is obliged to comply with the installation instructions at all times. This applies to all products, but especially to the PVshelter and PVshelter Non-Assembled that are fitted on and/or placed against the wall by the Buyer itself or by a third party on behalf of the Buyer.

Article 10. Confidentiality

10.1 Both parties are obliged to maintain the secrecy of all confidential information obtained through their agreement with each other or from any other source. Information is confidential if this is communicated by either party or if this arises from the nature of the information.

10.2 If Conduct is required by law or a court order to disclose confidential information to third parties designated by law or a competent court and Conduct

cannot rely on a statutory refusal to respond or a refusal to respond that is recognised or permitted by a competent court, Conduct will not be obligated to pay damages or compensation and the Buyer will not be entitled to terminate the agreement on account of any loss caused as a result.

Article 11. Warranty and liability

11.1 The warranty as determined by the manufacturer of the product will apply for products supplied by Conduct.

11.2 Conduct can never be compelled to pay compensation to the Buyer or others, except in the case of intent or gross negligence on Conduct's part. Conduct will never be liable for consequential damage or trading losses, indirect damage or loss of profit or turnover.

11.3 Conduct's liability for damage will never exceed an amount equal to the invoice value of the product or service causing the damage.

11.4 Except as provided in this article, no warranty will apply if:

- a. the wear and tear can be regarded as normal;
- b. changes have been made to the product, including repairs not authorised by Conduct or the manufacturer;
- c. the original invoice cannot be produced or has been altered or rendered illegible;
- d. defects are the result of use for which the product was not intended or of improper use;
- e. the damage was due to external causes or influences;
- f. the damage was caused by intent, gross negligence or improperly performed maintenance.

11.5 The Buyer is obliged to protect Conduct from third parties holding Conduct liable for performance of the contract. This is only possible if the above-mentioned compensation and costs have to be borne by the Buyer by law.

Article 12. Force majeure

12.1 In the event of force majeure, Conduct will not be obliged to keep its agreements with the Buyer, or the agreement will be postponed for as long as the force majeure lasts.

12.2 Force majeure means that Conduct is unable to fulfil its (contractual) agreements with the Buyer due to a situation that is beyond its control and/or risk. Examples of such situations are strikes, fire, business interruptions, power cuts, non-delivery or late delivery by suppliers or other third parties engaged, and the absence of a permit that has to be obtained from the government. Force majeure also means disruptions in a (telecommunications) network or connection or communication systems used and/or the unavailability of the internet site at some point in time.

Article 13. Intellectual property

13.1 Information contained in catalogues, illustrations, drawings, measurement and weight specifications, etc. and data on the website will only be binding if they are clearly referred to in a contract signed by the parties or in an order confirmation signed by Conduct.

13.2 The offer made by Conduct and the drawings, calculations, software, descriptions, models, tools, etc. made or sent by it will remain the property of Conduct, even if costs have been charged for them. Intellectual property rights to the information which describes or is the basis for manufacturing and construction methods, products, etc. are only intended for Conduct, even if costs are charged for them. The Buyer promises that, except for performance of the agreement, such information will only be copied, shown to third parties, disclosed or used with Conduct's written permission.

Article 14. Personal data

14.1 Conduct will only use the Buyer's data in accordance with its privacy policy.

14.2 Conduct complies with the applicable privacy regulations and legislation.

Article 15. Complaints procedure

15.1 If the Buyer has found any defects after opening the shipment, complaints about the performance of the agreement will have to be submitted to Conduct within 7 days, with a full and clear description.

15.2 Complaints will be answered within 14 days from the date of receipt. If a complaint requires an expected longer processing time, Conduct will respond within 14 days with an acknowledgement of receipt and an estimate of when the Buyer can expect a more detailed answer.

15.3 A complaint does not defer the obligations of Conduct and the Buyer.

15.4 If Conduct accepts the complaint, it will decide whether to replace or repair the delivered products free of charge.

Article 16. Applicable law

16.1 All agreements between Conduct and the Buyer are governed by Dutch law.

Article 17. Modification and location of the general terms and conditions

17.1 These terms and conditions can be found at www.conduct.nl.

17.2 The last published version will always apply.

17.3 The Dutch text of these General Terms and Conditions will always be decisive for the interpretation thereof.

Article 18. Miscellaneous

18.1 The address of Conduct is Aalborg 4 (2993 LP) in Barendrecht, the Netherlands. Please send all correspondence concerning a contract or these general terms and conditions to Conduct at the above address or to the email address provided on our website.

18.2 Conduct will try to respond to received emails within no more than five working days.