

General Sales Conditions Cube Homes B.V.

Version: 1 January 2023

GENERAL PROVISIONS

1. Definitions

In these conditions is intended by:

Terms and Conditions: the Terms and Conditions listed below.

Reflection Period: the term within which the Consumer may exercise his Right of Revocation.

Consumer: the natural person not acting for purposes related to commercial, business, artisanal, or professional activity.

Cube Home: a housing unit that must be placed on a foundation that is easy to relocate.

Durable data carrier: any tool – also including e-mail – that enables the Consumer or Seller to store information that is sent to him personally in a manner that allows future consultation or use during a period that is adapted to the purpose that the information is intended for, as well as the unaltered reproduction of the stored information.

Goods/The Sold Matters: all Goods in the widest sense of the term that are delivered by Seller to Buyer pursuant to the Agreement.

Right of Revocation: the option of the Consumer to forego the Purchase at a distance or the Purchase outside the sales area within the Reflection Period.

Purchase outside the sales area: the Agreement between Parties that is concluded in the simultaneous presence of Parties at a location other than the sales area of Seller, or in the sales area of Seller immediately after the Consumer has been contacted at a different location than the sales area of Seller, or that is concluded during an excursion that was organised by Seller with an eye on the promotion and sale of Goods.

Purchase at a distance: the Agreement between Parties, whereby in the context of an organised system for the sale at a distance of products, digital content and/or services up to the moment of conclusion of the Agreement use is made exclusively or as well of one or more techniques for communication at a distance.

Buyer: the natural or legal person that has adopted an Agreement with Seller, or respectively wishes to do so, and besides him, his representative(s), proxy/proxies, successor(s) in title, and heirs.

Model form for revocation: the model form for revocation to be provided by Seller in such case as may occur in which the Consumer may have the right to revoke the Agreement.

Quotation: every written and/or electronic offer of Seller to enter into an Agreement with Buyer.

Agreement: every Agreement concluded between Seller and the Buyer regarding the purchase and/or delivery of Goods.

Parties: Buyer and/or Consumer and Seller.

Plot: the location where the Goods are delivered by Seller to Buyer.

Seller: the private limited liability company Cube Homes B.V., with registered seat in Reuver and offices in (6071 RA) Swalmen at the address Sportparklaan 27 and listed in the trade register of the Chamber of Commerce under number 70913293, being the user of the Terms and Conditions.

Business transactions: Agreements concluded between Seller and Buyer, whereby Buyer cannot be qualified as a Consumer and thus is acting for purposes related to his commercial, business-, artisanal, or professional activity.

2. Identity Seller

Cube Homes B.V.

Sportparklaan 27

6071 RA Swalmen

the Netherlands

Phone number: +31(0)850642070

E-mail address: info@cube-homes.com

Chamber of Commerce no.: 73761974

VAT-id number: NL859655283B01

3. Scope

- 3.1 The Terms and Conditions are applicable to the adoption, content, and implementation of all Agreements, Quotations, and deliveries, possible supplemental Agreements and subsequent agreements also included, as well as to the adoption of the Agreements and to all other (legal) transactions and legal relationships between Parties.
- 3.2 These Terms and Conditions can only be derogated from, if and to the extent this is agreed upon in writing between Parties.
- 3.3 The general (purchasing) conditions applied by Buyer and/or a third party are not effective, unless expressly accepted in writing by Seller.
- 3.4 Seller reserves himself the right to unilaterally modify and/or supplement the Terms and Conditions.
- 3.5 Modifications of the Terms and Conditions are also effective with respect to the Agreements already concluded, with due regard for a term of thirty (30) days after announcement of the modification on the website of Seller or after the forwarding of the modified Terms and Conditions by way of electronic, or written, notification. Modifications of a minor nature can be introduced at all times.
- 3.6 If Buyer does not want to accept the modification(s) of the Terms and Conditions, then Seller has the right to rescind the Agreement.

3.7 Were any provision of these Terms and Conditions to be void, or be annulled, then the other provisions will remain fully effective, and the void or annulled provision will be replaced by a valid provision, whereby the purpose and tenor of the void or annulled provision are observed as much as possible.

3.8 In case of any possible conflict between the Terms and Conditions and the Agreement, then what is stipulated in the Agreement will prevail.

4. Quotations and adoption Agreements

4.1 All Quotations of Seller are also based on the data, samples, and documents provided by or on behalf of Seller, whereby the correctness and completeness thereof may be assumed by Seller.

4.2 Quotations of Seller are provided as much as possible in writing and/or electronically.

4.3 Quotations of Seller are entirely non-committal. Buyer cannot derive any rights therefrom, unless Parties establish otherwise in writing.

4.4 Quotations of Seller are valid during a period of thirty (30) days, unless a different term was stipulated by Seller in the Quotation. In such case, the term in the Quotation is leading. The Quotation lapses automatically when this term has expired, unless Parties establish otherwise in writing.

4.5 Seller cannot be held to the content of the Quotation issued if the content thereof or a part thereof is based on a mistake and/or apparent writing error and Buyer reasonably understands this or should have understood this.

4.6 The Agreement is adopted through the written or electronic order confirmation of Seller following the timely acceptance by Buyer of the Quotation issued by Seller to Buyer, or if after the Quotation was issued a written purchase agreement is adopted by both Parties, or if the Agreement is effectively implemented by Seller.

4.7 Seller has the right, before further implementing the Agreement, to demand security from Buyer with respect to compliance with his full payment obligation vis-a-vis Seller.

4.8 Delivery times as stipulated in the Quotation and/or offers of Seller are solely informative and no rights can be derived therefrom by Buyer.

5. Deployment of third parties

5.1 Seller is at liberty upon the implementation of the Agreement to deploy third parties.

5.2 Seller will, upon deploying third parties, observe the diligence that may be demanded of him as a Seller.

5.3 In case of business transactions it applies that Seller is not liable for shortcomings of the third party/parties to be deployed by him or a third party, barring the wilful intent or gross fault on the part of Seller.

6. Prices and payment

6.1 The prices submitted by Seller are always listed in Euros. The established prices always are exclusive of additional work, sales tax, and other possible government-imposed levies and/or taxes that are required for the implementation of the Agreement, obligatorily.

6.2 Seller has the right to change the amounts listed in the Quotation and/or Agreement, even after acceptance by Buyer, if the costs for Seller change, regardless of the foreseeability thereof, as a result of circumstances that lie outside his sphere of influence. This is the case for example, though not solely, in the event of the increase of labour costs and/or fuel costs, a change to exchange rates, an increase in the prices of raw material and energy, cost increases on the part of his suppliers, and an increase in production- and/or storage costs.

6.3 For errors and deviations from the price, pictures, drawings, and listings of quantities, sizes, and weights in summaries, brochures and in Quotations and/or order confirmations, Seller is not liable and reserves himself the right to change the price correspondingly or to cancel the Agreement with immediate effect.

6.4 Without prejudice to the preceding, Seller has the right to periodically index his prices.

6.5 The prices listed in offers and/or Quotations do not automatically apply for backorders and/or subsequent agreements.

6.6 The modification of the price never constitutes legally valid grounds for Buyer to rescind the Agreement. A Consumer has the right to rescind the Agreement, though solely if the intended price increase is introduced within 3 months after conclusion of the Agreement.

6.7 Buyer is obliged to pay within the invoice date indicated and specifically by way of payment on an IBAN account number included by Seller on the invoice, unless Seller deviates therefrom in writing and/or electronically. In such case, the IBAN account number submitted by Seller last is leading. After expiry of the payment term indicated on the invoice, and in the absence thereof a term of fourteen [14] days after the invoice date, a Buyer who does not pay on time

falls into default legally, without any default notice being required to such effect. Seller has the authority in such case to suspend his contractual obligations vis-a-vis Buyer.

6.8 Seller has the right of retention to all data, paperwork, and other goods falling under his control until the moment that Buyer has complied with all of his obligations vis-a-vis Seller.

6.9 If Buyer does not pay or does not pay timely, Buyer is obliged to pay, besides the amount owed and the interest that has matured thereon, full compensation of both extrajudicial and judicial collection costs, also including the costs of lawyers, bailiffs, and collection agencies. In case of a Buyer who does not act in the capacity of a Consumer, the extrajudicial costs amount to at least fifteen percent (15%) of the amount owed by Buyer to Seller. In case of Consumers, Seller will bill the extrajudicial collection costs in accordance with the lump-sum compensation table referred to in the collection costs law 'Wet Normering Buitengerechtelijke Incassokosten' and the ruling on extrajudicial collection costs 'Besluit Vergoeding voor Buitengerechtelijke Incassokosten', with a minimum of forty Euros (€ 40).

6.10 A payment claim is instantly exigible in case Buyer is declared bankrupt, applies for suspension of payments, or an attachment is levied on the assets of Buyer, Buyer passes away and furthermore, if Buyer is a legal entity, it enters into liquidation or is dissolved.

7. Duration Agreement and termination

7.1 The Agreement is adopted for a fixed term, unless it flows from the content, nature, or tenor of the Agreement that it was adopted for an indefinite time.

7.2 Seller reserves himself the right to revoke an accepted offer within five (5) business days after receipt of the acceptance.

7.3 Seller has the right to rescind the Agreement without any default notice and/or intervention by the court of law, with immediate effect in the event, for example, though not solely, that Buyer:

- a. has transmitted false and/or wrong information to Seller;
- b. has failed to (timely) transmit the correct information or changes;
- c. entered into the Agreement under false pretences;
- d. has applied for suspension of payments or has been granted suspension of payments;
- e. is placed in receivership or under forced administration or forfeits the power of free disposal of his assets in a different manner, also including debt restructuring;

f. has filed for bankruptcy or is declared bankrupt;

g. passes away, or, if Buyer is a legal entity, is liquidated or dissolved;

h. if Buyer falls short in complying with one or more of his obligations on account of the Agreement and/or additional conditions and/or the General Provisions vis-a-vis Seller.

7.4 Barring if Buyer would have the right legally on account of negligence on the part of Seller, Buyer is not authorized to terminate the Agreement intermediately. In case of the intermediate termination of the Agreement, Buyer is obliged to pay Seller a fee depending on the state of the production process that is at least equal to half of the established price.

8. Modification Agreement

8.1 Seller has the right to unilaterally modify the Agreement, for example if it becomes apparent during the implementation of the Agreement that it is necessary for the proper execution of the Agreement to modify or supplement the Agreement.

8.2 Adjustments to, modifications in and additions to the Agreement only have legal validity in case they have been confirmed by Seller to Buyer in writing and/or electronically.

9. Delivery

9.1 The established delivery term is set on condition that circumstances at the time of the adoption of the Agreement remain the same and expressly does not constitute any fatal time limits.

9.2 If Seller requires information from Buyer in the context of the implementation of the Agreement, or if Buyer has certain obligations and/or requires permits to render the implementation of the Agreement reasonably possible, the delivery time commences only after Seller has received the information required from Buyer and/or after Buyer has fulfilled the obligations and obtained the permits required.

9.3 Delivery of the Sold Matters occurs by way of the granting of possession as referred to in article 3:90 juncto 3:114 BW (Civil Code), under the proviso that delivery will take place by way of a joint inspection of the Sold Matters, whereby both Buyer and Seller are given the opportunity to have any possible aspects of the Sold Matters that manifest non-conformity included in a so-called inspection report. After inspection of the Sold Matters, the key handover occurs, and the Sold Matters count as delivered. Any possible

aspects of the Sold Matters that manifest non-conformity can never lead to the refusal of the delivery of the Sold Matters and will be restored by Seller within such reasonable term as is to be further indicated. Seller will, in case a period elapses between the factual placement and the inspection referred to above, will not grant Buyer access to the Sold Matters before the joint inspection and successive key handover.

- 9.4 In case of a delay in delivery because circumstances change, the delivery time is extended by the duration of this delay. Seller will timely inform Buyer of a possible delay in delivery. A delay in delivery does not confer the right to Buyer to rescind the Agreement. Seller is not liable either for any possible damage that flows from this delayed delivery.
- 9.5 Seller reserves himself the right to deliver the Sold Matters completely or in part prior to the established delivery term to Buyer.
- 9.6 Buyer is obliged upon the offering of the Sold Matters by Seller to effectively accept the Sold Matters at such time as well. This obligation also applies if the established delivery term has been exceeded by Seller.
- 9.7 If Buyer nevertheless refuses to accept the Sold Matters and/or refuses to settle the established purchase price, whether or not in part, then Seller has the right to store the Sold Matters elsewhere at Buyer's expense, without prejudice to the obligation to pay the established purchase price.
- 9.8 Seller has the right to deliver the Goods in batches or respectively to carry out the Agreement in stages.
- 9.9 As regards international deliveries it applies that, unless established otherwise in writing by Parties, the Goods are made available to Buyer ex works. Buyer is obligated to take care of the transport and the necessary export licenses, taxes, and other obligations.
- 9.10 In case of international deliveries, Seller is never liable for damage as a result of transport, also including losses and acts of violence.

10. Risk transfer

- 10.1 Until the moment of actual placement of the Sold Matters on the Plot, or rather until the moment that the delivery would originally have taken place but failed to occur due to a violation of (one of) the contractual obligations of Buyer, the risk of the Sold Matters continues to lie with Seller. By actual placement is also intended having the Sold Matters available on the Plot, even in the event the fixation of the

Sold Matters on the Plot at such time turns out not to be possible (yet).

- 10.2 As from the time of delivery, or rather as from the moment that the delivery should have occurred on grounds of the Agreement and the delivery does not take place on account of a violation of the contractual obligations on the part of Buyer, the risk is transferred to the Buyer. As from the time of delivery, Seller is not liable for any damage through or to, nor for the going lost or loss completely or in part of the Sold Matters, unless this was caused by the actions of Seller.

11. Transfer of ownership

- 11.1 As a security for correct and full compliance with the obligations of Buyer, Seller reserves himself the property of the Sold Matters until the moment that Buyer has fully complied with his obligations. Only after Buyer has fully complied with his obligations vis-a-vis Seller will the property of the Sold Matters be transferred to Buyer.
- 11.2 For as long as the property of the Sold Matters has not been transferred to Buyer, it is not permitted to him to transfer the Sold Matters in property, to encumber or dispose of it in rem or contractually, under any title whatsoever.
- 11.3 For as long as the property of the Sold Matters has not been transferred to Buyer, he is obliged to keep the delivered matters as a proper caretaker and as the recognizable property of Seller.
- 11.4 If Seller wants to exercise his retention of title, Buyer grants access to the Goods delivered by the former. To the extent necessary, Buyer commits himself to take care of permits from third parties that are reasonably necessary for the recovery of the Goods, also including, though not solely, the permit for access to a third-party plot in the context of transport.
- 11.5 The costs flowing from the exercise of his retention of title are borne entirely by Buyer.

12. Specific obligations Buyer

- 12.1 An inextricable part of the delivery of a Cube Home is the installation of a screw foundation on the Plot. Buyer is obliged to make sure that the Plot is ready for construction at the time of installation of this screw foundation and that it is fit for the factual installation of the screw foundation on the Plot. Said obligation continues to be effective until the factual delivery of the Cube Home on the Plot. If and to the extent Buyer wants to connect the Sold Matters to the utilities, Buyer is obliged before the factual installation of

- the screw foundation and delivery of the Sold Matters to realize the utilities on the Plot. Seller does not provide guarantees for the unavailability of the utilities, and this never confers the right to refuse the delivery of the Sold Matters. Seller is at liberty, even if the utilities are absent, to deliver the Sold Matters on the Plot.
- 12.2 Buyer is obliged to have acquired the property of the Plot at the latest at the time of installation of the screw foundation, or at least to have established a limited right so that Buyer has the right, without the risk of accession in the field of property law, to install the screw foundation and the Sold Matters on the Plot.
- 12.3 Buyer is obliged to make sure that, both at the time of installation of the screw foundation and at the time of delivery and installation of the Sold Matters, the Plot is easily accessible for construction traffic, whereby is intended a properly drivable and accessible lot with sufficient space for factual delivery.
- 12.4 Buyer is obliged to grant Seller, or rather the third parties to be deployed by him or a third party, access to the Plot, or if and to the extent necessary to obtain the required permits from third parties. This obligation also applies if Seller should reasonably make use of third-party plots for the implementation of the Agreement.
- 12.5 If the Sold Matters are installed in a recreational park or a comparable location, Buyer is obliged to make sure that the delivery of the Sold Matters is effectively permitted at the established time of delivery and in the immediate period after. If such a permit is absent, or it is withdrawn for whatever reason, this constitutes a circumstance that falls to the expense and risk of Buyer entirely. Such overrun of the delivery term as flows therefrom can under no circumstance lead to a shortcoming on the part of Seller, nor can it constitute grounds for the rescission of the Agreement.
- 12.6 Buyer is obliged to make sure that all necessary licenses and/or permits regarding the installation and the use of the Sold Matters are taken care of, as well as to take care of the connecting of the Sold Matters to all utilities required.
- 12.7 If Buyer is negligent with complying with one of his contractual obligations vis-a-vis Seller, his payment obligations on account of the Agreement, the preparing for construction and/or carrying out of ground works, also including the rendering accessible and granting of access to the delivery location and the possible timely obtaining and maintaining of permits, then Seller has the right, without any further notice to such effect, to forthwith suspend his delivery obligations vis-a-vis Buyer until Buyer fulfils the obligations. Buyer is liable in such case vis-a-vis Seller for the possible costs he has had to incur with respect to the delivery and/or storage of the Goods.
- 12.8 Seller has the right to pass on price increases to Buyer to the extent these are related to the non-, non-timely, incompletely, or improperly complying with the obligations of Buyer, expressly including the obligations from this article 12.
- 12.9 Buyer is obligated to follow all reasonable instructions of Seller regarding the installation or respectively delivery of the Sold Matters and the use thereof. After carrying out the joint inspection upon delivery of the Sold Matters, Seller will hand over a so-called black box with maintenance information from Seller, maintenance regulations/guidelines (from suppliers), warranty terms and certificates and the likes to Buyer. This documentation forms an integral part of the Agreement and Buyer is obliged to follow the instructions and regulations listed therein regarding the use and the maintenance of the Sold Matters. Seller is not liable for defects and/or damage to the Sold Matters if and to the extent such are directly or indirectly related to Buyer's not observing the documentation supplied to him as referred to in this article section.
- 13. Restoral obligations Seller**
- 13.1 Delivery occurs in accordance with what is established in article 9 of these Terms and Conditions, whereby it applies that at a time established by Parties, whether or not on the day of installation, an inspection will take place. Seller is at liberty to carry out the inspection at own discretion and Buyer commits himself to admit such third parties as may be engaged to the Plot and in an around the Sold Matters. Seller is not obliged to render assistance to an (additional) inspection by a third party to be engaged by Seller. Any possible defects in the Sold Matters are recorded in an inspection report. Buyer is deemed to have accepted such visible defects as are not included in the inspection report. Seller is not obliged to restore the visible defects that are not included in the inspection report, barring to the extent the defects identified fall under the warranty provisions issued by Seller.
- 13.2 Seller will restore the defects included in the inspection report no later than within fourteen (14) days, to the extent the defects can be easily restored by Seller. If complex defects occur, or defects for which Seller depends on weather conditions or third parties or suppliers to be

deployed by him, also including delivery terms for products and parts thereof, and restoral for this reason will not reasonably be possible within said term, then Seller will exert himself to keep the restoral period to the shortest term possible. Seller will timely inform Buyer regarding the restoral term (to be expected). Were the restoral of the afore-intended defects nevertheless not be carried out within six (6) months after the reporting of the defect to Seller, then Buyer has the right to restore the defects under his own direction. In such case, Seller guarantees the restoral costs that have reasonably been incurred. Any possible warranty on (a part of) the Sold Matters lapses as a result of the restoral by a third party.

- 13.3 Seller does not fall into default without further default notice that sets a reasonable term to still comply.
- 13.4 What must be considered a reasonable term under the circumstances given depends on the nature and the gravity of the defects identified, as well as the dependence of Seller on third parties for the restoral activities, also including availability and delivery times.
- 13.5 Any possible defects in the Sold Matters do not confer the right to Buyer to suspend his payment, while setoffs are expressly excluded.

14. Guarantees

- 14.1 Seller guarantees the soundness and the established quality of the Sold Matters for a period of two (2) years after the date of delivery, and solely if Buyer demonstrates that the defect in the Sold Matters was caused by incorrect processing, construction, or manufacture of the Sold Matters, or by using defective materials, raw or ancillary materials. The warranty provisions stipulated in this article form an addition to the restoral obligations of Seller stipulated in article 13 of the Terms and Conditions.
- 14.2 Not included under the warranty are defects that were visible or that could reasonably have been identified at the time of delivery and are not included in the inspection report as referred to in article 13 of the Terms and Conditions, can be blamed entirely or in part to a careless treatment of the Sold Matters by Buyer, inexpert restoral or maintenance by third parties, use of other materials and parts than those supplied by Seller, normal use or wear, small imperfections, normal discoloration, surface weathering or staining, the setting of natural products such as wood, in particular tearing and/or buckling, usage or processing not in accordance with the purpose the Sold Matters were delivered for; non-compliance with any

government regulation, the application of aggressive fluids, corrosive substances or solvents, painting, piercing, or damaging, damage as a result of the temporary or permanent influence of the environment, or air pollution, condensate formation, and the harmful consequences thereof to the extent not caused by a technical or construction error, exposure to extreme temperatures or elevated humidity; exposure to heavy shocks or high pressure, scratch resistance, damage arisen through or on account of the force majeure clause stipulated in the Terms and Conditions.

- 14.3 Not included under the warranty are defects in the Sold Matters that can be related to outside causes, also including, though not solely, changes to the soil and/or the surrounding area that the Sold Matters are installed on, flooding, also including a high water level, and defects and/or damage caused by vibrations such as waves or earthquakes.
- 14.4 Not included under the warranty are defects to the extent the liability therefor is excluded in article 15 of the Terms and Conditions.
- 14.5 Any possible deviating warranty provisions are provided by Seller by way of a so-called Warranty and Service Summary in writing or electronically to Buyer.
- 14.6 Any possible complaints about the Sold Matters can be submitted to Seller both in writing and electronically.
- 14.7 Buyer reports a defect or complaint as soon as possible to Seller, also with an eye on the gravity of the defect, though no later than within two (2) months after its discovery. If and to the extent Buyer fails to file complaint with Seller in writing or electronically within said term, his right to restoral lapses legally in accordance with article 7:23 BW (Civil Code).
- 14.8 Seller in his turn will inspect the defect identified or the complaint as soon as possible and assess whether the defect or the complaint falls under the warranty provisions. If Seller concludes that the defect falls under the warranty provisions, then Seller commits himself to restore the defect identified no later than within the terms as stipulated in article 13 of the Terms and Conditions, such following inspection. If restoral is not possible within said term due to the complexity, delivery time, or weather conditions, then Buyer will allow Seller, if he so requests, further postponement.
- 14.9 The warranty lapses if Buyer applies changes to the Sold Matters, or Buyer uses the Sold Matters in a different manner than in accordance with the guidelines and

specifications provided by Seller or his suppliers, or in a manner than differs from the intended purpose, as well as if a defect in the Sold Matters was not restored by a third party authorized by Seller.

- 14.10 If and to the extent Buyer is in default with the fulfilment of any contractual obligation vis-a-vis Seller, then Seller is not obliged during that period to grant any form of warranty.
- 14.11 The warranty never goes beyond the possible warranty that suppliers of Seller have granted to him.
- 14.12 Seller is at liberty, on condition of soundness, to carry out the restoral in a manner determined at own discretion. If original parts and/or products are not or not timely available, then Seller has the right to carry out the restoral with the aid of alternative parts and/or products, on condition a qualitatively equal level and finishing are assured. Seller will exert himself to have the aesthetic characteristics of the Sold Matters correspond as much as possible with the original state (at the time of restoral).

15. Liability

- 15.1 Buyer safeguards Seller against claims by third parties that are directly or indirectly related to the implementation of the Agreement. This includes for example, though not solely, claims by third parties on account of restrictions (of use), disturbance, or other forms of nuisance on account of the delivery of the Sold Matters to Buyer whether or not at a recreational park and/or other unrelated damage, barring wilful intent or gross fault on the part of Seller or the third parties to be deployed by him.
- 15.2 Seller is not liable vis-a-vis Buyer for damage to the extent it falls outside the sphere of influence of Seller or it is related to obligations of Buyer upon the implementation of the Agreement. This includes for example, though not solely, delays in delivery on account of being unable or not being able timely to install the Sold Matters due to non-, non-timely, not completely, or not to the satisfaction of Seller complying with the obligations as referred to in article 12 of these Terms and Conditions.
- 15.3 Seller considers the Sold Matters/the Cube Home movable property and delivers it to Buyer as such. Any possible disputes regarding the capacity and/or legal qualification of the Sold Matters/the Cube Home, in particular the qualification of the Sold Matters/the Cube Home as movable or as immovable property and the possible fiscal and/or property-law consequences thereby entailed, are at the expense and risk of Buyer. Seller is not liable for damage

as a result of the fact that the Sold Matters qualify as immovable property and the possible consequences thereof, also including, though not solely, the fiscal consequences and those in the field of property law.

- 15.4 Too small or too big dimensions of the Sold Matters do not grant any rights to any of the Parties.
- 15.5 Buyer is and remains responsible for the condition of the soil of the Plot on which the Sold Matters are delivered, as well as for the suitability for the installation and use of the Sold Matters in accordance with the proposed end-use. Seller is not liable for defects and/or damage that flow from the condition of the soil of the Plot or the unsuitability of the Plot in the widest sense of the term, including use thereof (being allowed). Also after delivery of the Sold Matters, Buyer remains responsible for the condition of the soil and Seller is not liable in any manner for defects and/or damage to or through the Sold Matters that can be related to changes to the soil on which the Sold Matters were installed. This includes for example, though not solely, damage to or through the Sold Matters on account of subsidence and movement of the soil, also included the tilting of the Sold Matters, and water issues, whether or not due to a change of watercourse or precipitation.
- 15.6 Seller is not liable for any defect and/or damage to the Sold Matters to the extent Buyer moves or has moved the Sold Matters under own direction, also including such (screw) foundation as may have been installed.
- 15.7 If and to the extent the (screw) foundation on which the Sold Matters will be placed was not installed by or under the control of Seller it applies that Seller is not liable for defects and/or damage to or through the Sold Matters to the extent these defects and/or this damage can be related to the defective installation of the (screw) foundation.
- 15.8 Buyer is responsible for obtaining all necessary permits and/or licenses regarding the installation and the use of the Sold Matters, as well as for the installation of all utilities required. Seller is not liable for being unable to obtain required permits and/or licenses and all damage related thereto. Seller is not liable either for the inability to connect the Sold Matters to any utility, not even if the Sold Matters have been delivered and connection is not possible later on or only against additional costs. If and to the extent it is not permitted to Buyer, for whatever reason, to install or use the Sold Matters on the Plot, in any sense whatsoever, then this does not relieve Buyer of his payment obligations vis-a-

vis Seller and this never leads to valid grounds for rescission.

- 15.9 If Buyer is negligent with the fulfilment of (one of) his contractual obligations vis-a-vis Seller, then Buyer falls into default legally and Seller will have the right in such case to suspend his delivery obligations and to store the Sold Matters at the expense and risk of Buyer at a location to be determined by Seller. Buyer is liable vis-a-vis Seller in such case for the possible costs the latter has had to incur in this connection, also including the (additional) costs that Seller has had to incur with regard to the delivery and transport of the Sold Matters if Buyer has not fulfilled his payment obligations completely or in part, the Plot turns out not prepared for construction or to be inaccessible, as well as the costs of the storage and transportation to the storage location.
- 15.10 Seller is never liable for indirect costs and indirect damage or consequential damage that is related in any manner to or is caused by a shortcoming in the implementation of the Agreement.
- 15.11 The possible liability of Seller is always limited to the amount that is disbursed in the relevant case by the insurer under the applicable liability insurance of Seller, also including the possible deductible that Seller bears in the case at hand.
- 15.12 In the event that, for any reason whatsoever, no disbursement were to be made by the insurer under the liability insurance referred to, then the total liability of Seller will under no circumstance exceed the Purchase Price, barring to the extent wilful intent or gross fault obtains.
- 15.13 Without prejudice to what is established in article 6:89 BW (Civil Code), the right to compensation of damages lapses in any case twelve (12) months after the event that the damage directly or indirectly flows from for which Seller is liable.
- 15.14 Were it to become apparent that, for any reason whatsoever, that the Plot is unsuitable for the installation and/or the use of the Sold Matters in the widest sense of the term, then this can never constitute grounds for the rescission of the Agreement by Buyer.
- 15.15 If an obligation of Buyer that flows from the Agreement must be fulfilled by more than one person, then the relevant debtors will all be jointly and severally bound.

16. Purchase at a distance

- 16.1 This provision is only applicable to the extent the Buyer has the capacity of a Consumer and the Purchase is concluded at a distance or outside the sales area.
- 16.2 In case of a consumer's purchase as referred to in article 7:5 section 1 BW (Civil Code) and in case the Agreement is entered into at a distance or outside the sales area, it applies expressly that Seller guarantees that the Sold Matters correspond with the agreement as referred to in article 7:17 BW (Civil Code).
- 16.3 The Goods of Seller are manufactured according to the specifications and/or the individual choice or decision of the Consumer as intended in article 6:230p under f under 1° BW (Civil Code) and are not prefabricated by Seller. The Consumer therefore does **not** have the Right of Revocation as referred to in article 6:230o BW. If and to the extent the Agreement would regard Goods that fall under the scope of article 6:230o BW, then in such specific case the following rights will apply.
- 16.4 The Consumer can rescind, in case the Sold Matters fall under the scope of article 6:230o BW, within fourteen (14) days after the Sold Matters were delivered, without stating grounds. The Consumer will during the Reflection Period handle the Sold Matters with care and use the Sold Matters no more than is necessary for inspection, just like he would be allowed to do at a physical store. The Consumer is liable for any possible damage to the Sold Matters that has not occurred due to Seller.
- 16.5 The Consumer can exercise, in case the Sold Matters fall under the scope of article 6:230o BW, his Right of Revocation by way of the filling out of the Model Form or by way of another unambiguous communication to Seller.
- 16.6 If the Consumer has the Right of Revocation on grounds of article 6:230o BW, then Seller will pick up and return the Sold Matters as soon as possible, though within one month after the notice referred to, from the Consumer. The costs of the return transportation are borne by the Consumer in such case. The Consumer is obliged in such case to make sure that Seller has the opportunity to effectively recover the Sold Matters.
- 16.7 If the Consumer has a Right of Revocation on grounds of article 6:230o BW (Civil Code), then Seller will proceed, no later than within fourteen (14) days following the day on which the Consumer reports revocation to him, with the refunding of the purchase price including delivery costs.

17. Force majeure

17.1 If Seller cannot, cannot completely, or cannot timely comply with his obligations on account of the Purchase Agreement in the manner established, as a result of a cause that cannot be attributed to him, he has the right, without any judicial intervention and without being obliged to compensate damage, to rescind, or to suspend his obligations from the Purchase Agreement during such term as he will deem reasonable.

17.2 Included in the causes that cannot be attributed to Seller are: fire, water damage, special weather conditions, disasters, war and the threat of war, contagious diseases, government measures, rioting, acts of violence, strikes, exclusions, work-to-rule, defects in machines or systems, interruption, stagnation in the supply of or the rationing of raw and ancillary materials and fuels and non-compliance with an obligation by a third party whose goods or services Seller purchases, also including delays in deliveries or the failure to deliver goods or services by suppliers to be engaged by Seller.

17.3 The consequences of the corona virus, as well as the consequences of the recommendations given and still to be given by the authorities, or respectively measures taken or still to be taken by the authorities, may entail consequences for the implementation of the Agreement and the delivery of the Sold Matters. The consequences of corona crisis constitute a circumstance that cannot be attributed to Seller in the matter of his delivery obligation vis-a-vis Buyer. The delay in delivery of the Sold Matters related to the corona crisis does not entail that Seller falls culpably short vis-a-vis Buyer in case of late delivery, and Buyer as a result may suspend his payment obligations vis-a-vis Seller. The consequences of the military conflict in Eastern Europe may also result in consequences for the implementation of the Agreement and the delivery of the Sold Matters. Upon the adoption of the Agreement it is impossible to foresee how this conflict will develop and what consequences this will have for the Agreement. It may involve scarcity of raw materials, (semi-finished) products, (building) material, and scarcity of staff and related delivery issues and price increases. The delay in the delivery of the Sold Matters related to the military conflict does not entail that Seller falls culpably short vis-a-vis Buyer in case of late delivery and Buyer as a result may suspend his payment obligations vis-a-vis Seller.

17.4 If Seller after entering into the Agreement is confronted with a situation of force majeure, in express reference as

well to the situations indicated under 17.2 and 17.3, Parties will enter into consultations regarding a solution, whereby the guiding principle is that Seller is entitled to an extension of terms and will exert himself to deliver still at the shortest possible notice and price increases, to the extent not incorporated in the purchase price, can be passed on to Buyer.

17.5 If one of the circumstances referred to in this article occurs, Seller notifies Buyer accordingly as soon as possible.

18. Processing of personal data

18.1 If this is necessary for the implementation of the Agreement, Seller will process personal data upon the implementation of the Agreement. Seller will always process the personal data in accordance with the requirements from the General Data Protection Regulation and the Netherlands implementation law thereof.

18.2 Buyer safeguards Seller against claims by persons whose personal data were registered or are processed in the context of the Agreement.

18.3 Responsibility for the personal data that are processed by Buyer in the context of the implementation of the Agreement lies with Buyer completely. Buyer guarantees vis-a-vis Seller that the content, the use and/or the processing of the data are lawful and do not violate any right of a third party or the data subject. Buyer safeguards Seller against any legal claim by a third party or the data subject, on any account whatsoever, in connection with the processing of personal data and/or the implementation of the Agreement.

19. Intellectual property and non-disclosure

19.1 All intellectual property rights, including copyrights, in the matter of all matters provided and composed by Seller as well as all intellectual property rights that arise as a consequence of the carrying out of the Agreement, lie exclusively with Seller and continue to lie there. Buyer only acquires those rights that are expressly granted to him under any Agreement.

19.2 Without the express written permission of Seller, Buyer does not have the right to disclose, exploit, or in any manner multiply data from and/or parts of and/or extracts of the matters that were provided. This non-disclosure obligation continues to exist until two (2) years after termination of the Agreement or, if no Agreement was adopted, the quotation process.

20. Applicable law and choice of court

- 20.1 To all Agreements, as well as to any possible disputes that flow therefrom, Netherlands Law is applicable.
- 20.2 The applicability of the Vienna Commercial Convention is excluded.
- 20.3 All disputes that are directly or indirectly related to the Agreement will be presented to the competent court of law in Roermond, unless Seller decides to present the dispute to the court of law of the place of residence of Buyer that is competent pursuant to the law.
- 20.4 In case of a dispute or imminent dispute, Parties will exert themselves as much as possible to settle the dispute or imminent dispute in mutual consultation.