

## GENERAL TERMS AND CONDITIONS

of the sole proprietorship MAARTEN VAN DE VOORT COMPANY, established in Tilburg, the Netherlands  
Chamber of Commerce (KvK) no.: 53616111

### Article 1: Definitions

In these general terms and conditions, unless expressly stated otherwise, the following terms have the following meanings:

- Maarten van de Voort Company: the sole proprietorship (eenmanszaak) Maarten van de Voort Company;
- the other party: any (legal) person who has entered into, or wishes to enter into, an agreement with Maarten van de Voort Company, together with its representative(s), legal successor(s) and heirs;
- consumer: the other party, being a natural person not acting in the course of a profession or business;
- goods: the items and services supplied by Maarten van de Voort Company to the other party, such as timber, sheet materials, building materials and wooden elements in the broadest sense of the word.

### Article 2: Applicability

2.1 These terms and conditions apply to every offer, quotation and agreement between Maarten van de Voort Company and the other party to which Maarten van de Voort Company has declared these terms applicable, insofar as the parties have not expressly deviated from them in writing. These terms and conditions can also be consulted on the website: [www.maartenvandevoorthout.nl](http://www.maartenvandevoorthout.nl).

2.2 These general terms and conditions are also stipulated for the benefit of all (legal) persons, including third parties, engaged by Maarten van de Voort Company in the performance of the agreement.

2.3 The applicability of any purchasing or other terms and conditions of the other party is expressly rejected.

2.4 If one or more provisions of these general terms and conditions are or become void, the remaining provisions of these general terms and conditions remain fully applicable.

### Article 3: Offers and quotations

3.1 All offers and quotations from Maarten van de Voort Company are without obligation, unless agreed otherwise in writing. Offers and quotations are valid for 30 days from their date, unless stated otherwise.

3.2 Binding agreements are established only upon written confirmation of the order by Maarten van de Voort Company, or when Maarten van de Voort Company has actually commenced performance of the agreement. The order confirmation, or the quotation of Maarten van de Voort Company accepted by the other party, is deemed to correctly and completely reflect the agreement, unless the other party objects in writing prior to actual performance of the agreement.

3.3 All stated prices are exclusive of VAT, unless indicated otherwise.

3.4 Offers and quotations do not automatically apply to future orders.

3.5 Verbal commitments made by, and agreements made with, subordinates of Maarten van de Voort Company who lack the authority to represent it (procuratie) do not bind Maarten van de Voort Company unless and until confirmed in writing by Maarten van de Voort Company.

3.6 The content of price lists, brochures, printed materials and the like of Maarten van de Voort Company does not bind Maarten van de Voort Company, unless the agreement expressly refers to such content. Each new price quotation by Maarten van de Voort Company supersedes the previous one.

### Article 4: Right of withdrawal for consumers (distance contracts)

4.1 This article applies exclusively where the other party is a consumer and the agreement was concluded at a distance (for example via the website, by telephone or by e-mail, without the simultaneous physical presence of

the parties) or away from the business premises of Maarten van de Voort Company. Agreements concluded with the simultaneous physical presence of the parties, for instance in the showroom or on the business premises of Maarten van de Voort Company, are not subject to a statutory right of withdrawal, and this article does not apply to them.

4.2 The consumer has the right to dissolve the agreement without giving reasons during a reflection period of 14 days. This reflection period commences on the day after receipt of the item by, or on behalf of, the consumer.

4.3 During the reflection period, the consumer will handle the item and its packaging with care. The consumer will only unpack or use the item to the extent necessary to establish its nature, characteristics and functioning, on the understanding that the consumer may only handle and inspect the item as would be permitted in a shop.

4.4 To exercise the right of withdrawal, the consumer must notify Maarten van de Voort Company within the reflection period by means of an unambiguous statement, for example in writing, by e-mail, or via a withdrawal form made available on the website. Maarten van de Voort Company will confirm receipt of such notification without delay, stating the date and time it was submitted.

4.5 Following withdrawal, the consumer must return the item to Maarten van de Voort Company, or hand it over to Maarten van de Voort Company, as soon as possible and in any event within 14 days of notifying the withdrawal. The costs of returning the item are borne by the consumer, unless Maarten van de Voort Company has failed to state that the consumer must bear these costs.

4.6 If the consumer exercises the right of withdrawal, Maarten van de Voort Company will refund all payments received from the consumer, including any standard delivery costs, without delay and in any event within 14 days of being notified of the withdrawal, provided that Maarten van de Voort Company may withhold reimbursement until it has received the item back, or until the consumer has demonstrated that the item has been returned, whichever occurs first. Any diminished value of the item resulting from handling beyond what is permitted under paragraph 3 is for the account of the consumer.

4.7 The right of withdrawal does not apply to items manufactured to the consumer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person, such as timber and wooden elements sawn, planed, grooved or otherwise custom-processed to size, in accordance with Section 6:230p of the Dutch Civil Code (Burgerlijk Wetboek). The other statutory exceptions to the right of withdrawal set out in Section 6:230p of the Dutch Civil Code likewise apply, insofar as relevant.

4.8 If Maarten van de Voort Company has not properly informed the consumer of the right of withdrawal as referred to above, the reflection period is extended in accordance with Section 6:230o of the Dutch Civil Code, provided that the reflection period will never exceed 12 months after expiry of the original 14-day reflection period.

## Article 5: Performance of the agreement

5.1 Maarten van de Voort Company will perform the agreement to the best of its insight and ability and in accordance with the requirements of good workmanship, based on the state of the art known at the relevant time.

5.2 If and insofar as proper performance of the agreement so requires, Maarten van de Voort Company has the right to have certain work carried out by third parties.

5.3 The other party shall ensure that all data which Maarten van de Voort Company indicates are necessary, or which the other party should reasonably understand to be necessary, for the performance of the agreement are provided to Maarten van de Voort Company in good time. If the data required for performance of the agreement are not provided to Maarten van de Voort Company in time, Maarten van de Voort Company has the right to suspend performance of the agreement and/or to charge the other party the additional costs resulting from the delay at its usual rates.

5.4 Maarten van de Voort Company is not liable for any damage arising because it relied on incorrect and/or incomplete data provided, unless such incorrectness or incompleteness should have been apparent to Maarten van de Voort Company.

5.5 If bespoke work delivered by Maarten van de Voort Company does not properly connect with work carried out by third parties, Maarten van de Voort Company has the right to suspend (further) performance of its obligations under the agreement until the relevant third party/parties have taken such measures that the wooden

construction concerned does properly connect. Maarten van de Voort Company has the right to inform the other party thereof by telephone. The other party owes Maarten van de Voort Company for any additional work carried out in this connection at the applicable hourly rate.

5.6 If it has been agreed that the agreement will be performed in phases, Maarten van de Voort Company may suspend performance of the parts belonging to a subsequent phase until the other party has approved the results of the preceding phase in writing.

## Article 6: Amendment of the agreement

6.1 If it becomes apparent during performance of the agreement that proper performance requires the work to be amended or supplemented, the parties will amend the agreement accordingly in good time and in mutual consultation. Maarten van de Voort Company is only bound by an amendment to the agreement if the parties agree to it in writing. Bespoke work delivered by Maarten van de Voort Company can, in principle, no longer be amended once completed.

6.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of performance may be affected. Maarten van de Voort Company will notify the other party of this as soon as possible.

6.3 If the amendment to, or supplement of, the agreement will have financial and/or qualitative consequences, Maarten van de Voort Company will inform the other party accordingly.

## Article 7: Delivery; delivery time; partial deliveries

7.1 Unless agreed otherwise, delivery takes place ex works, meaning the office address of Maarten van de Voort Company or a business partner. If one of the "Incoterms" has been agreed as the delivery condition, the Incoterms in force at the time the agreement was concluded apply.

7.2 The purchased goods are transported at the expense and risk of the other party, who must arrange adequate insurance.

7.3 The other party is obliged to accept the purchased goods at the moment they are made available or delivered to it under the agreement. If the other party refuses to accept delivery, or fails to provide information or instructions necessary for delivery, the goods will be stored at the risk of the other party, who will in that case owe all additional costs, including in any event storage costs.

7.4 An agreed delivery time is not a strict deadline, unless expressly agreed otherwise. In the event of late delivery, the other party must therefore give Maarten van de Voort Company written notice of default.

7.5 If no periods for calling off goods have been set in the case of delivery on call, and no call-off has taken place within three months of conclusion of the agreement, Maarten van de Voort Company is entitled to payment once three months have elapsed after conclusion of the agreement. If no call-off, or only a partial call-off, has taken place within three months of conclusion of the agreement, Maarten van de Voort Company has the right to demand in writing that the other party specify a period within which the total purchased quantity of goods will be called off. The other party must comply with this demand within five working days. The period subsequently specified by the other party may not exceed three months.

7.6 The delivery time commences only once the other party has provided Maarten van de Voort Company with all data which Maarten van de Voort Company indicates are necessary, or which the other party should reasonably understand to be necessary, for performance of the agreement.

7.7 If changes to the order result in additional time being required to perform the agreement, the delivery time is extended by that additional time.

7.8 The delivery time is based on the expectation that Maarten van de Voort Company can carry out the work related to delivery as anticipated when the agreement was concluded, and that the materials required for performance of the agreement will be delivered to Maarten van de Voort Company in time.

7.9 Maarten van de Voort Company is permitted to deliver sold goods in instalments. If the goods are delivered in instalments, Maarten van de Voort Company is entitled to invoice each instalment separately.

## Article 8: Installation

8.1 If Maarten van de Voort Company has undertaken to install the goods, then, unless and insofar as agreed otherwise in writing, all demolition, chiselling, bricklaying, plastering, concrete, carpentry, painting, central-heating and plumbing work, work relating to the electricity and gas supply, similar work, and suitable scaffolding, are at the expense and risk of the other party.

8.2 Unless expressly stated otherwise, every offer is based on performance under normal circumstances and during normal working hours.

8.3 If access to, or at, the place of delivery requires extra working hours due to the absence of paving or a paved road, or due to other circumstances, Maarten van de Voort Company is entitled to charge such hours separately within reason.

8.4 The installation of fixings, setting-out aids and other provisions necessary for installation of the goods, which are not expressly described in the offer, is at the expense and risk of the other party.

8.5 The other party shall ensure, at its own expense and risk, that:

- the personnel of Maarten van de Voort Company, upon arrival at the construction site, can commence their work under normal conditions, unimpeded by obstacles, and can continue it uninterrupted in accordance with an agreed installation sequence, and are at all times given the opportunity to carry out their work during normal working hours and, where Maarten van de Voort Company deems it necessary to set the start and/or end time of the work outside normal working hours and has notified the other party thereof in good time, also outside normal working hours;
- the building is accessible to trucks on all sides via a paved or otherwise hardened road;
- suitable housing and statutorily required facilities are available for personnel;
- lockable, dry storage spaces required at the construction site for materials, tools and other goods are available;
- electrical connections of 220/380 volts with sufficient capacity are available within one metre of the workplace, as well as sufficient water and lighting;
- all necessary general safety provisions and other precautionary measures have been taken and are maintained.

## Article 9: Retention of title

9.1 Maarten van de Voort Company remains the owner of all items delivered, or to be delivered, by it to the other party under any agreement until the other party has fully performed the counter-performance(s) relating to all such items. If Maarten van de Voort Company has performed, or must perform, services under such agreement(s), the items referred to in the preceding sentence remain the property of Maarten van de Voort Company until the other party has also fully satisfied Maarten van de Voort Company's claims relating to the counter-performance(s) in that respect. The retention of title also applies to claims that Maarten van de Voort Company acquires against the other party due to the other party's failure to perform such agreement(s).

9.2 If the law of the country of destination of the purchased items provides for further-reaching possibilities to retain title than those set out in paragraph 1 above, the parties agree that such further-reaching possibilities are deemed to have been stipulated for the benefit of Maarten van de Voort Company, provided that, if it cannot objectively be established to which further-reaching rules this provision relates, the provision of paragraph 1 above continues to apply.

9.3 Items delivered by Maarten van de Voort Company that are subject to retention of title may be resold only in the ordinary course of business. In the event of bankruptcy or suspension of payment of the other party, resale in the ordinary course of business is likewise not permitted. Furthermore, the other party is not authorised to pledge the items or establish any other right over them.

9.4 With respect to delivered items that have passed into the ownership of the other party through payment and remain in the other party's possession, Maarten van de Voort Company hereby reserves in advance the right of pledge referred to in Section 3:237 of the Dutch Civil Code, as additional security for claims other than those referred to in paragraphs 1 and 2 of this article, which Maarten van de Voort Company may have against the other party on any ground whatsoever. The authority contained in this paragraph likewise applies to items

delivered by Maarten van de Voort Company that have been processed or treated by the other party, causing Maarten van de Voort Company to lose its retention of title.

9.5 If the other party fails to fulfil its obligations, or there is well-founded fear that it will not do so, Maarten van de Voort Company is entitled to remove, or have removed, delivered items subject to retention of title from the other party or from third parties holding the item on the other party's behalf. The other party must provide full cooperation in this respect, subject to a penalty of 10% of the amount owed by it per day.

9.6 After Maarten van de Voort Company has removed items subject to retention of title from the other party, the other party will be credited an amount equal to the purchase price applicable on the day of removal, not exceeding the amount charged to the other party. Maarten van de Voort Company may deduct from the amount to be credited an amount for any reduction in value, for example due to damage or ageing, and for costs incurred by Maarten van de Voort Company.

9.7 If third parties wish to establish or assert any right to the items delivered subject to retention of title, the other party must notify Maarten van de Voort Company as soon as can reasonably be expected.

9.8 The other party undertakes to mark the items delivered subject to retention of title as the property of Maarten van de Voort Company, and to insure and keep them insured against fire, explosion and water damage and against theft, and to make the policy and proof of premium payment available for inspection by Maarten van de Voort Company upon first request. The other party further undertakes, upon first request by Maarten van de Voort Company, to:

- pledge to Maarten van de Voort Company, in the manner described in Section 3:239 of the Dutch Civil Code, all claims the other party has against insurers relating to the items delivered subject to retention of title;
- pledge to Maarten van de Voort Company, in the manner prescribed in Section 3:239 of the Dutch Civil Code, the claims the other party acquires against its customers when reselling items delivered by Maarten van de Voort Company subject to retention of title;
- mark the items delivered subject to retention of title as the property of Maarten van de Voort Company;
- otherwise cooperate with all reasonable measures that Maarten van de Voort Company wishes to take to protect its ownership rights in respect of the items, provided such measures do not unreasonably hinder the other party in the normal conduct of its business.

## Article 10: Payment

10.1 Unless agreed otherwise in writing, the following applies to payment by the other party. The other party must pay 30% of the agreed amount in advance upon conclusion of the agreement. Maarten van de Voort Company will commence performance of the agreement only upon receipt of this amount. 50% of the agreed amount must be paid to Maarten van de Voort Company within seven days prior to delivery, and the remaining 20% within fourteen days of the invoice date. Payment must be made in the manner indicated by Maarten van de Voort Company and in the currency in which the invoice was issued.

10.2 If the other party fails to pay on time, it is in default by operation of law and owes Maarten van de Voort Company interest at a rate of 1% per month, unless the statutory interest rate (as referred to in Section 6:119a of the Dutch Civil Code) is higher, in which case the statutory interest rate applies. Interest on the amount due will be calculated from the moment the other party is in default until the amount has been paid in full. Maarten van de Voort Company also has the right to suspend performance of its obligations under the agreement if the other party is in default of timely payment.

10.3 Payment must be made without discount or set-off.

10.4 Payments made by the other party will always first be applied to settle all interest and costs owed, and secondly to the outstanding invoices that have been due the longest, even if the other party states that the payment relates to a later invoice.

## Article 11: Collection costs

11.1 If the other party is in default or fails to fulfil one or more of its obligations, all reasonable costs incurred in obtaining out-of-court satisfaction are for the account of the other party. In any event, the other party owes:

- 15% on the first €2,950;

- 10% on the excess up to €5,900;
- 8% on the excess up to €14,748;
- 5% on the excess up to €58,990;
- 3% on any further excess.

If Maarten van de Voort Company demonstrates that it has incurred higher costs which were reasonably necessary, these will also be eligible for reimbursement. Extrajudicial collection costs are also owed even if only a single reminder has been sent.

11.2 The other party owes Maarten van de Voort Company the legal costs incurred by Maarten van de Voort Company at all instances, unless these are unreasonably high. This applies only where Maarten van de Voort Company and the other party conduct legal proceedings in relation to an agreement to which these general terms and conditions apply, and a final and binding court ruling (in kracht van gewijsde) is given in which the other party is found substantially or entirely in the wrong.

## Article 12: (Colour and structural) deviations

12.1 The agreement will state the wood species from which the goods are made, as well as the dimensions/thickness. Wood is a natural product, which is reflected in its structure, so that wood of the same species may differ somewhat between pieces. Limited cracking, bending and warping is normal. Exposure to light may cause discolouration/greying of a wooden element. The use of, for example, (transparent) coatings changes the colour and grain of the treated material compared to the untreated material. Maarten van de Voort Company supplies the goods untreated, unless agreed otherwise.

12.2 The other party may not invoke normal and customary deviations, such as the colour and structural deviations referred to in paragraph 1 of this article, and may not derive any rights against Maarten van de Voort Company therefrom.

## Article 13: Defects; complaint periods

13.1 The other party must inspect, or have inspected, the purchased goods upon delivery, checking whether what was delivered corresponds to the agreement, namely: whether the correct items were delivered; whether the delivered items correspond in quantity (for example, number and amount) with what was agreed; and whether the delivered items meet the agreed quality requirements or, in the absence thereof, the requirements applicable to normal use and/or trade purposes.

13.2 Visible defects or shortages must be reported by the other party to Maarten van de Voort Company in writing within eight days of delivery.

13.3 Non-visible defects must be reported by the other party to Maarten van de Voort Company in writing within eight days after they are discovered, or reasonably should have been discovered, but no later than within six months of delivery.

13.4 Complaints about work carried out must be reported by the other party to Maarten van de Voort Company in writing within eight days of discovery, but no later than within 30 days of completion of the relevant work.

13.5 If a complaint is well-founded, Maarten van de Voort Company will still carry out the work as agreed, unless this has in the meantime demonstrably become pointless for the other party. The other party must state this in writing.

13.6 No complaints are possible regarding goods that have been opened or that have been wholly or partly processed.

13.7 Even where the other party lodges a timely complaint, its obligation to pay for, and accept, purchased items and work performed remains in force.

13.8 If the complaint is well-founded, Maarten van de Voort Company will, at its discretion, either pay reasonable compensation not exceeding the invoice value of the part of the delivered items complained about, or replace the items following return of the originally delivered items. A replaced item becomes the property of Maarten van de Voort Company. Maarten van de Voort Company is not obliged to provide any further compensation. Indirect damage is never compensated.

## Article 14: Suspension and termination of the agreement

14.1 The claims of Maarten van de Voort Company against the other party are immediately due and payable in, among others, the following cases:

- if, after conclusion of the agreement, circumstances come to the attention of Maarten van de Voort Company giving it good reason to fear that the other party will not fulfil its obligations;
- in the event of death, placement under guardianship, liquidation, bankruptcy or suspension of payment of the other party;
- if Maarten van de Voort Company has asked the other party to provide security for performance and such security is not provided, or is insufficient;
- if the other party is otherwise in default and fails to comply with its obligations under the agreement.

In the cases referred to above, Maarten van de Voort Company is entitled to suspend further performance of the agreement and/or to dissolve the agreement, in each case without prejudice to the other party's obligation to compensate Maarten van de Voort Company for any resulting damage, and without prejudice to any other rights to which Maarten van de Voort Company is entitled.

14.2 The right of Maarten van de Voort Company to dissolve the agreement referred to in paragraph 1 does not apply where the shortcoming, given its special nature or minor significance, does not justify such dissolution and its consequences.

14.3 If circumstances arise regarding persons and/or materials used, or usually used, by Maarten van de Voort Company in performing the agreement, of such a nature that performance of the agreement becomes impossible, or so onerous and/or disproportionately costly, that compliance with the agreement can no longer reasonably be required, Maarten van de Voort Company is entitled to dissolve the agreement.

14.4 Also in cases of premature termination of the agreement, the other party will fully respect, and continue to respect, any intellectual and industrial property rights of Maarten van de Voort Company.

14.5 Cancellation by the other party without giving reasons is possible up to no later than six months before the planned delivery date. The other party must, upon first request, reimburse Maarten van de Voort Company for the costs it incurred up to the date of cancellation. This may include, for example, transport costs, administration costs, sales costs and work-preparation costs. Maarten van de Voort Company will specify these costs.

## Article 15: Liability

15.1 Without prejudice to the remainder of this article, Maarten van de Voort Company is liable towards the other party only for damage that is the direct result of a shortcoming attributable to it in the performance of the agreement, if and insofar as the damage could have been avoided through normal professional knowledge and experience and by exercising normal care and a proper standard of professional practice.

15.2 The liability of Maarten van de Voort Company, to the extent covered by its liability insurance, is limited to the amount paid out by the insurer. If the insurer does not pay out in any given case, or the damage is not covered by the insurance, the liability of Maarten van de Voort Company is limited to twice the invoice value of the goods.

15.3 Maarten van de Voort Company is not liable for consequential damage, such as loss of profit and other indirect damage. Nor is Maarten van de Voort Company liable for damage resulting from wood being affected by pests.

15.4 When engaging third parties, Maarten van de Voort Company will always exercise the necessary due care. However, Maarten van de Voort Company is not liable for any shortcomings of such third parties.

15.5 Any right of claim of the other party against Maarten van de Voort Company lapses two years after the goods have been delivered to, or made available to, the other party under the agreement, unless the other party has initiated legal proceedings against Maarten van de Voort Company within this period.

15.6 Maarten van de Voort Company is not liable for infringement of patents, licences or other third-party rights arising from the use of data provided to it by or on behalf of the other party for performance of the order. The other party will indemnify Maarten van de Voort Company against third-party claims in this respect.

15.7 The other party further indemnifies Maarten van de Voort Company against third-party claims for damages in connection with items delivered by Maarten van de Voort Company to the other party, or services performed for the other party, insofar as such damage is not for the account and risk of Maarten van de Voort Company. This applies, for example, if the other party's failure to fulfil contractual or statutory obligations results in Maarten van de Voort Company being liable towards third parties.

15.8 Maarten van de Voort Company is not liable for damage caused by the other party's incorrect application of instructions provided regarding the installation and/or finishing of the goods.

15.9 Maarten van de Voort Company is not liable for damage resulting from construction methods and errors in the designs and calculations, etc. underlying them, insofar as these were not determined or made by Maarten van de Voort Company.

15.10 The limitations of liability contained in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of Maarten van de Voort Company or its managerial subordinates.

## Article 16: Force majeure

16.1 Force majeure is understood to mean circumstances preventing performance of the obligation that cannot be attributed to Maarten van de Voort Company. Insofar as such circumstances make performance impossible or unreasonably difficult, these include: strikes; a general shortage of raw materials or other goods or services needed to bring about the agreed performance; unforeseeable stagnation at suppliers or other third parties on which Maarten van de Voort Company is dependent; the circumstance that a performance relevant to Maarten van de Voort Company's own performance is not delivered, not delivered on time, or not delivered properly; government measures preventing Maarten van de Voort Company from fulfilling its obligations on time and/or properly; excessive absenteeism due to illness; stagnation due to frost or other weather conditions; computer malfunctions or disruptions in, or defects of, information systems of Maarten van de Voort Company or its suppliers; and general transport problems.

16.2 Maarten van de Voort Company also has the right to invoke force majeure if the circumstance preventing (further) performance arises after Maarten van de Voort Company should have fulfilled its obligation.

16.3 During force majeure, the delivery and other obligations of Maarten van de Voort Company are suspended. If the period during which performance of its obligations is impossible for Maarten van de Voort Company due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement, without any obligation to pay damages arising in that case.

16.4 If, at the time force majeure occurs, Maarten van de Voort Company has already partially fulfilled its obligations under the agreement, or will be able to fulfil them, Maarten van de Voort Company is entitled to invoice the part already performed, or to be performed, separately. The other party must pay such invoice as if it were a separate agreement.

## Article 17: Confidentiality

17.1 Both parties are obliged, subject to their applicable statutory disclosure obligations, to maintain the confidentiality of all confidential information obtained from each other, or from another source, in connection with the agreement.

17.2 Information is deemed confidential if this has been communicated by the disclosing party, or if this follows from the nature of the information.

17.3 The parties will use the confidential information solely for the purpose for which it was provided and will not disclose it, or provide it to third parties, to a greater extent or for longer than is necessary for performance of the agreement, unless the party that provided the information has given prior written consent thereto.

17.4 This confidentiality obligation remains in full force after termination of the agreement, regardless of the reason for termination.

## Article 18: Intellectual and industrial property; copyright

18.1 Without prejudice to the remainder of these general terms and conditions, Maarten van de Voort Company reserves all rights of intellectual and industrial property, including but not limited to copyrights, trademark

rights, patent rights, design rights, trade-name rights and rights to know-how. All intellectual and industrial property rights to items manufactured by Maarten van de Voort Company in connection with the agreement rest with Maarten van de Voort Company.

18.2 All documents provided by Maarten van de Voort Company, such as reports, advice, agreements, designs, sketches, drawings and software, remain the property of Maarten van de Voort Company and are intended solely for use by the other party. They may not be reproduced, disclosed, or brought to the attention of third parties by the other party without the prior consent of Maarten van de Voort Company, unless the nature of the documents provided dictates otherwise.

18.3 Maarten van de Voort Company retains the right to use knowledge gained through the performance of the work for other purposes, insofar as no confidential information is thereby disclosed to third parties.

## Article 19: Change of address

The other party must notify Maarten van de Voort Company immediately in writing of any change of address. Items delivered to the last address of the other party known to Maarten van de Voort Company are deemed to have been received by the other party.

## Article 20: Dispute resolution

In derogation from the statutory rules governing the jurisdiction of the civil courts, any dispute between the other party and Maarten van de Voort Company shall, where the court has jurisdiction, be settled exclusively by the court in Tilburg. This does not apply to cantonal matters (kantonzaken) as referred to in Section 108(2) of the Dutch Code of Civil Procedure. Maarten van de Voort Company nevertheless always remains entitled to submit a dispute to the court that has jurisdiction under the law or the applicable international treaty.

## Article 21: Applicable law

Dutch law applies to every agreement between Maarten van de Voort Company and the other party.

## Article 22: Translations

In the event of differences between translations of these general terms and conditions and the Dutch text of the terms and conditions, the Dutch text shall prevail.

**Version: September 2026 (amended compared to the 2023 version: addition of Article 4 — Right of withdrawal for consumers, and supplementation of Article 17 — Confidentiality).**