

General Terms and Conditions

Article 1 Area of application

1. These General Terms and Conditions are used by CREON B.V., having its registered office and place of business in Tilburg, the Netherlands, its legal successor(s) and/or the (legal) persons designated by it, and the (group) companies belonging to this company as referred to in Article 2:24b of the Dutch Civil Code, including CREON 24/7 Workspaces BVBA.
2. A Client of CREON is every (legal) person who grants an assignment to CREON.
3. These terms and conditions apply to all offers, assignments and contracts made by or to CREON relating to development and delivery of furniture for dispatch and control rooms and all other matters included in the work.
4. These terms and conditions are also agreed on behalf of every third party that, whether or not in an employment context, is engaged in the execution of the assignment or is or can be liable in connection therewith.
5. The applicability of (possible) general (purchasing) terms and conditions of the Client is excluded.
6. If one or more provisions of these General Terms and Conditions is or are void or is or are voided, the other provisions of these General Terms and Conditions shall remain in full force. The parties are in such case obliged to replace the void or voided provision(s) in consultation in a manner which does justice as much as possible to the intention of the void or voided provision(s).
7. Deviations from – or additions to – these General Terms and Conditions or an offer, assignment or contract to which these General Terms and Conditions may apply can only be agreed in writing.
8. In case of contradictions between these General Terms and Conditions and an offer, assignment confirmation or contract signed between CREON and the Client, the provisions in the offer, assignment confirmation or contract shall prevail.
9. CREON is entitled to unilaterally change these General Terms and Conditions. In such case CREON shall notify the Client of the changes in due time. There shall be at least one month between this notification and the entry into force of the changed terms and conditions.
10. Once a Client has contracted on the basis of these General Terms and Conditions, said Client agrees to the applicability of these General Terms and Conditions to later offers, assignments or contracts between CREON and the Client.

Article 2 Offer and assignment

1. Offers of CREON are without commitment and are valid for 1 month, unless otherwise indicated. In case of shorter terms for validity of offers and for products or raw materials to be used, for which suppliers work with day rates, price changes shall be passed on. A deviation in the offer accepted by the Client is seen as a new offer and not as acceptance of the original offer. CREON is not bound by said deviating offer unless CREON has explicitly accepted such.

2. Prices specified by CREON are based on execution during normal working hours exclusive of VAT and other government charges, unless explicitly otherwise determined between the parties.
3. The assignment shall be made by the Client signing the offer, or by the placing of a purchase order based on the offer, or at the time that CREON has confirmed the verbally received notification that the assignment has been granted, in writing, or if CREON has started with the execution of the assignment on the Client's request.
4. Work or products or raw materials which are not stated in the offer or assignment shall not be executed or delivered or processed.
5. If an assignment is granted by two or more Clients, they are jointly and severally bound and CREON is entitled to performance of the entirety with regard to each of them.
6. CREON is always authorised and entitled to have the whole or partial execution of the assignment carried out by third parties. CREON is authorised to accept terms and conditions which are agreed in the relationship between CREON and the third party or which are stipulated for that third party on behalf of the Client.
7. All work executed by CREON shall be executed in accordance with the best insight and ability and in accordance with the requirements of good craftsmanship. CREON only takes on obligations of endeavours and never obligations to produce results.
8. If the offer is not accepted, CREON is entitled to charge the costs involved with the making of the offer and the related time for the production of the designs, sketches, etc. to the party requesting the offer.
9. Changes in the offer or the contract and deviations from these General Terms and Conditions shall only be effective if they have been agreed in writing between CREON and the Client.

Article 3 Obligations of the Client

1. The Client is obliged, unsolicited, to provide CREON with all information which the Client knows or can reasonably suspect that such information is necessary to be able to properly execute the assignment.
2. The Client guarantees the accuracy and authenticity of the information provided by the Client or on the Client's behalf, including (technical) drawings, designs and specifications. If dimensions or calculations have been noted on drawings or designs, CREON assumes that these dimensions or calculations have been checked by the Client (or third parties) and have been found to be correct. CREON shall not include parts which have not been noted on the drawing or the design in the assignment.
3. The Client shall see to it that CREON is in possession of the information and approvals, such as permits, exemptions and decisions, necessary for the assignment's goal in due time. This also applies with regard to the building in which the assignment is to be executed.
4. The Client must see to it that work to be executed and/or deliveries to be effected by a third party, including connections to utilities, which do not belong to CREON's work, are carried out in such way and time that the execution of CREON's work shall not suffer any delay. If delay nevertheless arises, the Client must inform CREON thereof in due time.
5. The Client bears the risk of loss or damage caused due to defects in materials, tools and facilities which the Client has made available or requires.

6. Unless otherwise agreed in writing, the Client is obliged to see to it:
 - a. That the place where the goods to be assembled, materials and/or equipment are to be stored or where delivery is to be effected, has been set up or secured in such way that damage or theft of the materials or equipment, in whatever form and in whatever manner, cannot take place;
 - b. That the access to the place, where the delivery and/or assembly or mounting must take place, is unimpeded and sufficient and furthermore that all cooperation is provided to enable a smooth delivery, assembly or mounting and/or finishing;
 - c. That if a tackle, lift or another means of transport has to be used, this shall be made available with operation by and at the expense of the Client. The instrument to be used must comply with the government regulations applicable at the time of use. Loss or damage arising in this respect is at the Client's expense, unless culpability on the part of CREON is established;
 - d. That screeds and floors are made available free of plaster, cement and dirt residue and of loose parts, if necessary, unless otherwise agreed in writing, fully flat and level and swept clean;
 - e. That electricity, air, water and, if necessary, heating shall be provided in the area in which work is carried out;
 - f. That if other persons have to carry out work in the area in question, such work shall have ended before CREON starts its work, so that CREON can carry out its work unimpeded;
 - g. That in the case of remodelling work and/or renovation of the interior, the operating area shall be closed to the public while the work is being carried out.
7. The Client is obliged to compensate CREON for the loss or damage that has arisen due to non-performance of the aforementioned obligations.
8. The Client is not permitted to have work carried out by itself or third parties prior to the completion of the assignment or the work.
9. Without CREON's (prior) consent, the Client is not permitted prior to completion of the assignment or the work to transfer the rights or obligations belonging with the assignment to a third party.

Article 4 CREON's responsibilities

1. When taking on an assignment CREON does not accept any responsibility for a design elaborated by third parties by or on behalf of the Client. Nor does CREON accept any liability for any specification of dimensions, sizes and materials presented with such design.
2. In case of an assignment, with regard to designs that CREON has not made itself, CREON shall only take on the responsibility for the correct assembly or mounting and for the quality of the materials used. This does not apply, however, to those parts for which the request explicitly prescribes a specific brand or treatment of materials.
3. If the Client makes material or parts available for further processing or assembly or mounting, CREON is responsible for correct processing or assembly or mounting, but never for the materials or parts themselves.

Article 5 Implementation

1. Delivery or completion dates and/or time periods are indicative and time is not of the essence. Overrunning the delivery or completion date or time period shall not give the Client any claim to terminate the contract or to damages.

2. In case of late delivery or completion, the Client must give CREON written notice of default and a reasonable term of at least 30 days to perform its obligations.
3. The delivery or completion term specified by CREON shall only start after all necessary information is in CREON's possession and a start has been made with the assignment or the work. CREON can only start the work when all necessary preparatory work has been completed and the necessary permits have been obtained by the Client.
4. If the start or progress of the assignment is delayed due to circumstances that are not attributable to CREON, the Client must compensate CREON for the related loss, damage and costs and CREON can change the originally planned completion date. In such case CREON shall not be liable for delay in the completion of the assignment.
5. CREON is entitled to extension of the term within which the work is to be completed if due to force majeure, circumstances at the Client's expense, or as a result of an increase or reduction in the work, it cannot be expected of CREON that the work is completed within the agreed term.

Article 6 Completion

1. Completion shall be effected at the completion location as specified by the Client unless otherwise agreed.
2. Completion shall take place within 5 working days after CREON has reported to the Client that all points stated in the offer, assignment or contract have been executed. If completion is not effected within 5 working days, CREON may deem the work approved and accepted. The work is also deemed completed if the Client takes it into use.
3. Completion means an inspection by the Client in which it is determined whether the deliveries have been effected in conformity with the contract. A completion report shall be made of the completion, with the possibility of recording remaining points and the period within which the remaining points are to be resolved. If there are no remaining points, the work shall be definitely completed.
4. If the Client rejects the work, it must do so in writing, stating the defects which are the reason for rejection. Minor defects, which can be easily rectified, shall not be a reason for rejection, provided they do not stand in the way of taking the goods into use.
5. Shortcomings acknowledged by CREON shall be rectified as soon as possible.
6. After rectifying any remaining points, there shall be a second completion, in consultation with the Client. Such second completion is subject to the same conditions as the first completion.
7. As of the time of completion, all liability of CREON to the Client is excluded.
8. If the Client does not notify CREON in writing of any shortcomings, all rights shall lapse 12 months after the Client has or should have become familiar with the shortcomings and in any event 24 months after completion of the assignment.

Article 7 Risk and storage

1. Unless CREON has stated otherwise in writing, the risk of the goods, materials and executed work is at the Client's expense as of the time of delivery of the goods and materials at the destination, or as of the time when the work starts.

2. If the delivery cannot be effected at the specified time due to matters beyond CREON's control, CREON can have the goods stored at the Client's expense and risk, if the Client cannot take receipt of the goods.
3. If the Client is in arrears in the payment of any instalment, CREON is entitled to store the goods at the Client's expense and risk and to postpone the first completion until all due instalments have been paid.

Article 8 Retention of title

1. All goods delivered at or with the work shall remain CREON's property until the Client has fully performed its payment obligations, including those relating to additional work, extra costs and interim price increases.
2. The Client must refrain from any action which is detrimental to the aforementioned retention of title, such as the vesting of a pledge, transfer to a third party, sale or assembly or mounting.
3. If third parties attach goods that are delivered subject to retention of title or wish to vest or enforce rights thereon, the Client is obliged to inform CREON thereof as soon as possible.
4. The Client undertakes:
 - to insure and keep insured the goods that are delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy available to CREON for inspection upon first request;
 - to pledge all claims of the Client on insurers or buyers (in case of resale) of goods delivered subject to retention of title to CREON;
 - to mark the goods that are delivered subject to retention of title as CREON's property.

Article 9 Prices, contractual variations

1. Unless explicitly otherwise agreed, the prices specified by CREON are exclusive of VAT and exclusive of the following matters:
 - the removal and taking away of existing furniture;
 - drilling or channelling work, paint work, repair work or other architectural work, of whatever nature;
 - cable ducts outside of the dispatch or control table;
 - making cable holes in floors and walls;
 - connections to gas, water or the electricity network;
 - the levelling and cleaning of floors, walls or ceilings or the cleaning of other matters than were delivered by CREON;
 - delivery, moving and installing and commissioning of equipment (to be delivered by third parties) such as monitors, PCs, KVM extenders, etc.;
 - delivery, installation and/or moving of data and electricity cables and connections;
 - auxiliary materials for vertical transport;
 - the auxiliary and transport means of the moving of those parts which are not to be dealt with by CREON itself, as well as the requisite hoisting or lifting equipment and tackles.
2. CREON shall not charge for cost estimates and plans if an assignment is granted on the basis thereof, unless this is explicitly stated in the offer or assignment.
3. If CREON has agreed a specific price with the Client, CREON is nevertheless entitled to increase the price if between the time of the offer or the signing of the assignment and the time of completion/delivery, significant price changes have occurred with regard to raw

materials, semi-manufactured products, materials, electricity, exchange rates or wages and social security premiums, government charges, import and export duties, shipping and/or transport costs, insurance premiums, amended laws and regulations, even if this occurred as a result of circumstances that could be foreseen when accepting the assignment. CREON is in such case entitled to increase the agreed price accordingly.

4. Set-off of an increase and/or reduction in work shall take place if:
 - there is a change in the design;
 - there are changes in the contract or in the terms of execution;
 - the information provided by the Client does not correspond with the reality;
 - there are deviations in the amounts of the provisional items;
 - there are deviations in quantities that can be set off;
 - there is an increase in the work.
5. An increase in the work is calculated on the basis of the value of the price-determining factors that applies at the time that the increased work is carried out. A reduction in the work shall be settled on the basis of the value of the price-determining factors that applied at the time that the assignment was granted or the contract was made.
6. In case of changes in the contract desired by the Client or in the terms of execution, CREON can only claim an increase in the price if the Client has been informed in due time of the need for a price increase arising there from, unless the Client should have understood such need of its own accord.

Article 10 Payment and collection

1. Payment by the Client must be made as stated in the offer or on the invoice.
2. If it turns out that the first mandatory instalment has not been paid before the delivery date, the delivery date shall be postponed and goods that are ready shall be stored until the first instalment has been paid.
3. If goods that are ready have to be stored, for whatever reason, the following instalment payments shall be due and payable at the time that the goods become ready for delivery, after deduction of assembly or mounting costs to be determined. In such case the assembly or mounting costs shall be due and payable at the time of first completion of the work.
4. Payment is to be made on a bank account specified by CREON, without any right to discount, postponement or set-off. If the Client does not pay an instalment in time, the Client shall be in default without notice of default being required. Complaints or objections regarding the amount of the submitted invoices or regarding the delivered goods shall not suspend the payment obligation.
5. CREON at all times reserves the right to have the Client's creditworthiness reviewed and to adjust the payment terms should there be cause for such.
6. In case of default, as of the due date of the invoice(s) up to the time of full payment, the Client owes contractual interest of 1.5% per calendar month or part thereof.
7. The full claim for payment is immediately due and payable if:
 - the Client is in default with regard to CREON;
 - the Client ceases its business in whole or in part or alienates it in some way;
 - the Client is declared bankrupt, petitions for a moratorium on payment or a statutory debt rescheduling arrangement (WSNP) is declared to apply to the Client;
 - (a part of) the Client's property is attached;
 - (part of) the Client's assets are made subject to administration or the Client in some other way loses the control and/or the disposition over its assets in whole or in part;

- the Client is a partnership or private limited company and is in liquidation or is dissolved.

In the aforementioned cases CREON is entitled, without further reminder, to suspend the work, or to terminate the work in incomplete condition.

8. If the Client fails in the performance or defaults on the performance of one or more of its obligations, all judicial and extrajudicial (collection) costs, in accordance with the Extrajudicial Collection Costs (Standardisation) Act (BIK) and the related Decree, that are incurred to obtain payment are at the Client's expense. The judicial costs also encompass all actual legal and litigation costs during court proceedings, which exceed the liquidation rate.

Article 11 Intellectual property rights

1. CREON reserves all intellectual property rights, including the copyright, to the designs, illustrations and drawings, sketches and/or offers provided by it. Regardless of the question whether the drawing costs will be or have been separately charged, these documents remain CREON's property, unless a separate amount has been or will be charged for the transfer of intellectual property rights.
2. Without CREON's written consent, the drawings, designs, illustrations, sketches and/or offers provided by CREON may not be copied, shown to third parties or used in some other way. In addition, it must always be stated that these items belong to CREON and that CREON possesses all related intellectual property rights.

Clause 12 Force majeure

1. In addition to the provisions in the law and jurisprudence, force majeure means a circumstance which at the time the assignment or contract is agreed, was not reasonably expected and was beyond CREON's control. Force majeure means: government measures, a pandemic, strikes, disruption in operations, transport impediments, defect in raw materials, illness, unrest and/or wars, and a default in the performance and/or force majeure on the part of CREON's suppliers.
2. CREON is entitled to suspend the performance of the obligations for the duration of a force majeure situation. If the period of force majeure lasts longer than 2 months, both parties have the right to terminate the contract.
3. Force majeure can never be a ground for damages.

Article 13 Guarantee

1. The products or work delivered by CREON are covered by the guarantee term stated in the offer/contract.
2. If partial completion of the work takes place, the guarantee terms start running upon completion of these parts.
3. No guarantee applies if loss or damage or a defect is the result of improper or inappropriate use of the delivered products or work or the improper following of instructions of CREON. Improper or inappropriate use means: the execution of repairs on the product and/or the work and the separation or opening of the product and/or the work.

4. No guarantee shall apply with regard to the constructions or materials prescribed by the Client or for materials or a part of the work delivered by the Client or by third parties on the Client's instruction, unless said third party has given a guarantee.
5. CREON shall only execute repairs or make changes which are connected with paragraph 4 at the Client's expense, unless CREON had given its approval in accordance with the provisions in paragraph 4.
6. If a space in which the work is fitted or installed, is taken into use before the first completion, this shall occur fully at the Client's risk.
7. No guarantee is given with regard to glass, discolouration of wood and with regard to minor colour deviations of wood and other materials.
8. The guarantee only applies to use for which the work is intended according to the assignment; if nothing different has been agreed regarding the designated use, the guarantee only applies to normal use.
9. The guarantee only applies with regard to normal circumstances. This means, inter alia: taking care of sufficient humidity in the atmosphere, non-exposure to excessive humidity or dryness, cold, heat, etc.
10. The guarantee does not cover normal wear and tear and damage.
11. The Client must demonstrate that the item shows a defect covered by the guarantee within the guarantee term. The guarantee shall lapse if the type or series number of an item is removed or changed.

Article 14 Defects and complaints procedure

1. The Client must inspect the goods upon delivery or as soon as possible thereafter. The Client must determine in this respect whether the delivered goods are in conformity with the assignment or the contract.
2. The Client must report a defect in writing to CREON within 7 days after discovery of the defect, with a clear description of the discovered defect. In the event of failure to do so, CREON is no longer required to take the complaint into consideration.
3. Even if the Client lodges a complaint in time, the Client's obligation to make payment and take the goods shall remain.
4. Goods can only be returned to CREON after prior written consent.
5. If the Client does not report its complaint(s) to CREON in writing, the Client's rights shall lapse. A complaint must have been lodged with CREON at latest 12 months after delivery, after which the right shall be definitely time-barred.
6. Complaints relating to invoices must be lodged with CREON, stating the reasons, in writing within fourteen (14) days after the invoice date. In the event of failure to do so, the Client's rights in this respect shall lapse.

Clause 15 Limitation of liability

1. Without prejudice to the other exclusions set out in these General Terms and Conditions and subject to intent or wilful misconduct of CREON or its supervisory staff, any liability of

CREON to the Client under any heading or in relation to anything whatsoever, is limited to the amount that is paid out in the case in question under CREON's liability insurance, increased by the amount of the excess.

2. If the insurance does not provide cover, for whatever reason, or the loss or damage in question is not covered by insurance, CREON's liability is limited to the amount that is equal to the invoice amount (excluding VAT) that was charged to the Client for the assignment or the contract in respect of which CREON is held liable.
3. Without prejudice to the provisions in Article 14 regarding complaints, every claim for compensation against CREON shall lapse, except those which have been acknowledged by CREON and in case of intent and/or wilful misconduct, six (6) months after the Client has discovered or should reasonably have discovered the loss or damage and in any event twelve (12) months after the assignment has been executed by CREON.
4. The Client indemnifies CREON against claims of third parties for loss or damage arising in the execution of an assignment for the Client, for which CREON is not liable pursuant to the provisions in this Article 12, or other provisions under these General Terms and Conditions.
5. Without prejudice to the above, terms and conditions that limit, exclude or determine liability, which third parties can hold against CREON, can also be held against the Client by CREON. If and insofar as CREON has made use of third parties in the execution of the assignment, the Client can never enforce more rights against CREON than CREON can claim with regard to the relevant third parties.
6. CREON is not liable for loss or damage, loss or damage due to death or personal injury, consequential loss or loss or damage under any other heading, which is connected with the constructions or materials prescribed by the Client or with materials or a part in the work in the assignment delivered by the Client or third parties acting on the Client's instruction or the further processing or assembly or mounting of the materials or parts, regardless of processing thereof by CREON or third parties.
7. In all cases, all liability for trading loss, business interruption, data loss or reduction, indirect loss or consequential loss due to any cause whatsoever, including reputation damage, loss of revenue, loss of profit and delays in the production and/or delivery time of goods and services is explicitly excluded.
8. The Client fully indemnifies CREON against all claims for compensation of loss or damage of personnel of CREON and/or third parties, including loss or damage due to or arising from product liability.

Article 16 Disputes

1. All offers, contracts and the performance thereof are exclusively governed by Dutch law.
2. All disputes arising from or connected with the assignment or contract made between the parties, insofar as they exceed the jurisdiction of the subdistrict court, shall be adjudicated by the competent court of the Zeeland-West Brabant district (the Netherlands), Breda location.

Tilburg, May 2023