

KTTRS BV

General Terms and Conditions of Sale and Delivery

1. Validity of the Offer: If there is a period of one month or more between the date the customer signs the offer and the actual execution of the work, and if the prices of raw materials (packaging material, moving boxes, etc.) increase due to international market conditions, KTTRS BV reserves the right to pass on this increase to the customer with a maximum increase of 10% of the raw material costs.

2. Payment Terms for Private Customers and Companies:

- Payment term for private customers: On the same day.
- Payment term for companies: 30 days from the invoice date.

KTTRS BV reserves the right to send a down payment invoice of approximately 30% of the work.

3. By the mere establishment of a contractual relationship with KTTRS BV, the customer expressly waives their own general terms and conditions of delivery and sale.

4. Advice and recommendations are provided to the best of knowledge and ability and do not, in any form, hold KTTRS BV liable for any damage/business damage.

5. KTTRS BV cannot be held responsible for:

- Damage resulting from non-homogeneous ground material, loose, cracked, or breaking stones, tiles, steps, and/or edges.
- Damage to utility lines (electricity, water, drainage, heating, telephony, etc.) located nearby.

6. One site visit is included in the price after the offer is signed if the customer wishes. It is the customer's responsibility to request if a mover needs to perform the site visit. Any **additional** site visits will be charged at €50.00/hour.

7. After signing the offer, all measurements will be taken by our services. Measurements provided by the customer and/or third parties absolve us of all responsibility. The presence of the customer and/or their representative is required during the measurement to coordinate any details and reference points for the placement of the moving lift and/or truck. The customer must immediately report any changes to the situation. Costs incurred due to changes in the situation after the inspection by KTTRS BV will be charged to the customer.

8. The customer declares to be fully informed by KTTRS BV about the application and usage conditions of the delivered products. The customer also confirms that they are fully aware of any necessary permits of any kind by thoroughly informing themselves at the competent authorities.

9. We reserve the right to subcontract part or all the execution of our commitments, under our own responsibility.

10. Delivery times are provided for informational purposes only and do not bind KTTRS BV, although we commit to respecting the specified times as much as possible. Delays in services and/or delivery do not entitle the customer to compensation or dissolution of the agreement with KTTRS BV. If there is a delay beyond the seller's control, and the latter needs to store the ordered products and/or from the customer, the buyer will pay any storage and transport costs.

11. If KTTRS BV is unable to fulfill the agreement due to unforeseen circumstances, such as force majeure, act of a third party, strike, lockdown, insufficient supply by our own supplier, etc., we reserve the right to terminate the agreement without any compensation claim. The customer is responsible for ensuring that KTTRS BV can deliver and/or install its products without obstacles. If the products cannot be delivered and/or installed due to the buyer's actions, the buyer will pay for the

products and the resulting costs and work hours.

12. For self-installation, all goods are always delivered "at the first threshold of the delivery address." Any instructions given by the customer to KTTRS BV staff or appointees or the KTTRS BV transporter regarding bringing goods inside or any manipulation of the goods is at the customer's own risk.

13. Upon collection or delivery, the customer has an unconditional duty to inspect immediately upon delivery. In this regard, the unconditional acceptance of the delivery is considered at least as an acceptance of any visible defects and shortcomings.

14. We reserve the right to consider the agreement dissolved by operation of law and without prior notice of default in case of bankruptcy, apparent insolvency, or any change in the legal or factual situation of the customer.

15. In case of non-payment or incomplete payment, we reserve the right to immediately suspend further work and deliveries and to consider the agreement dissolved by operation of law and without prior notice of default for the entirety or the not yet executed part thereof.

16. The goods become our property upon arrival at the customer. The goods remain our property until full payment of the price. The risk of theft transfers to the customer upon delivery of the goods.

17. The delivered products are covered by the manufacturer's warranty. KTTRS BV can in no case be held liable for defects due to transport, assembly/disassembly of the device, or any other cause not related to a manufacturing defect or a fault in the use of raw materials during manufacture. The warranty applies only to the delivered products.

18. Our warranty and obligations are expressly limited to the value of the goods themselves, either by free replacement, repair in our workshops, or by refunding the value we charged for these goods, at our discretion, excluding any compensation, labor costs, or charges incurred by the buyer or user of the goods.

19. No complaint will be accepted, and our liability cannot be invoked in case of negligence by the customer and/or user, in case of abnormal use of the goods and/or if the technical customary assembly rules are not followed. KTTRS BV is in no case obliged to take back any used goods.

20. If goods are placed inside a house, the buyer is obliged to protect the floor, etc. If no protection is available, KTTRS BV is not responsible for any damage to the floor, etc.

21. In case of non-payment of the invoice or advance invoice within the specified period, a late payment of 10% per month of the outstanding invoice amount and any legal costs will be due by operation of law and without any notice of default from the due date.

22. Any protest against the invoice must be made in writing or by email within seven days of the invoice date. It is mandatory to always mention the date and invoice number, along with a detailed statement of the reason for the protest. After this period, no objection or protest will be considered.

23. At the end of the work, someone must always be present and authorized to inspect the work and sign the damage statement and payment receipt. If the damage statement and/or payment receipt is not signed during our presence, we are not responsible for any damage to the goods delivered/installed by us, damage to goods and/or property of third parties and/or provided services.

24. Photos made available are purely informative and can never be used as a reference for the offer.

25. The offer is calculated based on data and measurements provided by the customer. KTTRS BV will visit and measure on-site after signing the offer if the customer requests it (see articles 6 and 7 of the general terms and conditions of sale and delivery). KTTRS BV reserves the right to increase or decrease the price based on the measures made by KTTRS BV. The customer does not have the right to cancel or refuse the offer for this reason and/or to refuse to pay any additional costs.

26. In case of dispute, the courts of the judicial district of Mechelen are always competent, and

Belgian law will always be applied.

27. The parties declare that they have read these terms and conditions and accept them without reservation.

28. If any of these sales conditions prove to be legally invalid, the other conditions will remain in effect. The possibly illegal conditions will, if necessary, be replaced by the closest possible legal conditions that are in effect at that time in the mutual agreement between the customer and KTTRS BV.

The undersigned declares to have read the general terms and conditions of sale and delivery and expressly accepts all these general terms and conditions.

Date:

Signature: