

Article 1 – General

- 1.1 Estillon is the party using these general terms and conditions and is referred to herein as “Estillon”.
- 1.2 “Customer” means any legal entity or natural person acting in the course of a profession or business to whom Estillon addresses an offer, who places an Order with Estillon or with whom Estillon has any other legal relationship. “Agreement” means the (purchase) agreement concluded between Estillon and the Customer.
- 1.3 “Order” means an order placed with Estillon by a Customer.
- 1.4 “Products” means all goods produced for, or delivered to, the Customer on the basis of an Agreement.

Article 2 – Applicability

- 2.1 These general terms and conditions apply to, and form an integral part of, all our offers (including annexes), all agreements with Estillon and all other legal relationships with Estillon.
- 2.2 Estillon expressly rejects the applicability of any general terms and conditions of the Customer.
- 2.3 Deviations from and additions to these general terms and conditions shall only be binding on Estillon if agreed in writing.
- 2.4 Article 15 also applies to orders placed via the Estillon webshop. Where Article 15 deviates from any other provision of these general terms and conditions, Article 15 shall prevail to the extent that the deviation relates to a webshop order.

Article 3 – Quotations

All our quotations (including annexes) are non-binding and without obligation.

Article 4 – Changes to Products

- 4.1 Images, drawings, colour specifications, designs, dimensions and the like are indicative only and are not legally binding, unless otherwise agreed in writing.
- 4.2 The stated dimensions, weights, technical data, content specifications and any images shown therein are indicative only and are not legally binding, unless otherwise agreed in writing.
- 4.3 Estillon is entitled to make reasonable changes to the Agreement. Only if, as a result of such a change, the Products deviate materially from the agreed Products shall the Customer be entitled to terminate the Agreement, within 14 days of being notified of the deviation.
- 4.4 Estillon is obliged, without prior notice to the Customer, to deliver Products that comply with (technical) specification standards or norms laid down by government bodies. If the Products are to be delivered outside the Netherlands, the Customer shall be responsible for notifying Estillon, before the Agreement is concluded, of the technical requirements imposed by the statutory provisions of the country concerned.

Article 5 – Prices

- 5.1 Unless otherwise agreed in writing, Estillon’s prices are net prices exclusive of VAT and other government levies applicable to the Agreement, as applicable on the date on which the Agreement is concluded.
- 5.2 If, after the date of the offer, prices change as a result of increases in the prices of auxiliary materials and

raw materials, wages and social security contributions, taxes, transport costs and/or insurance premiums, Estillon shall be entitled to adjust its prices.

- 5.3 If delay costs or other costs arise as a result of an amended Order or a default by the Customer, Estillon shall be entitled to adjust the price.
- 5.4 Costs of transport and/or storage of Products made available to the Customer may be charged to the Customer separately.
- 5.5 Costs of assembly, servicing and/or installation and/or making the Products ready for use may be charged to the Customer.

Article 6 – Delivery

- 6.1 Delivery times stated by Estillon are indicative and shall never be deemed strict deadlines, unless otherwise agreed in writing.
- 6.2 Article 15 also applies to orders placed via the Estillon webshop. Where Article 15 deviates from any other provision of these general terms and conditions, Article 15 shall prevail to the extent that the deviation relates to a webshop order.
- 6.3 Estillon is permitted to deliver the Products in parts. This does not apply if a partial delivery has no independent value. If the Products are delivered in parts, Estillon shall be entitled to invoice each part separately.
- 6.4 The delivery time shall commence once Estillon is able to complete all formalities required for the performance of the work.
- 6.5 If payment in instalments has been agreed and the first instalment falls due on the commencement date of the Agreement, the delivery time shall not commence until the first instalment has been received.
- 6.6 If the Customer refuses delivery of the Products or fails to provide information required for delivery, the Products shall be stored at the Customer’s risk. In that event, the Customer shall owe all additional costs.
- 6.7 Risk in the Products shall pass to the Customer at the time of delivery, even if ownership has not yet passed.
- 6.8 Estillon shall not be liable for damage resulting from any delivery period being exceeded, unless caused by wilful misconduct or gross negligence.
- 6.9 The delivery time may only be extended at the Customer’s request with Estillon’s prior written approval. Any resulting costs shall be borne by the Customer.

Article 7 – Retention of Title

- 7.1 Products delivered by Estillon shall remain the property of Estillon until the Customer has fulfilled all its obligations under the Agreement, including any claims arising from a failure to perform the Agreement.
- 7.2 As long as payment has not been made, the Products delivered by Estillon shall be stored separately at the Customer’s premises.
- 7.3 Should the Customer already have used or installed the Products delivered to it, the Customer shall, as long as payment has not been made, return the Products or dismantle them and return them to Estillon at Estillon’s first request. Any related costs and damage shall be borne by the Customer.
- 7.4 The Products subject to retention of title may only be resold by the Customer in the ordinary course of its business. The Customer is not entitled to pledge the

Products or to create any other (limited) right in them.

Article 8 – Payment

- 8.1 Unless otherwise agreed in writing, payment must be made in full prior to delivery. Estillon may permit the Customer in writing to pay on account. Payment on account is only possible subject to approval by the credit insurer and in compliance with the payment term set by Estillon.
- 8.2 Payment must be made within 30 days of the invoice date; this payment term is a strict deadline.
- 8.3 In the event of non-payment within the term referred to in paragraph 2, the Customer shall owe statutory commercial interest from the due date of the invoice, for each month or part of a month.
- 8.4 Payment shall be made in euros, unless otherwise agreed in writing.
- 8.5 Payments made by the Customer shall first be applied to all costs and interest due and subsequently to the oldest outstanding invoices, even if the Customer states that the payment relates to a later invoice.
- 8.6 In the event of non-payment within the term referred to in paragraph 2, Estillon shall be entitled to claim all costs, and extrajudicial collection costs shall be payable in accordance with the scale set out in the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten, BIK).

Article 9 – Liability

- 9.1 If Estillon is liable, its liability shall at all times be limited to direct damage up to the amount insured by Estillon, plus the applicable deductible. In no event shall the liability exceed the invoice value of the Agreement. Liability for consequential damage is excluded, unless caused by wilful misconduct or gross negligence.
- 9.2 Estillon shall not be liable for damage suffered by the Customer as a result of defects in the Products delivered by Estillon, unless caused by wilful misconduct or gross negligence or unless the damage results from mandatory product liability law. In that case, Estillon shall only be liable for direct damage, to the extent covered by its insurance.
- 9.3 With regard to product liability, Estillon shall never be liable to the Customer for damage suffered by the Customer as a result of claims by third parties, including its own employees, in connection with damage caused by third-party products supplied by Estillon in the course of its business.
- 9.4 In respect of Products or product liability, Estillon shall only be liable if the damage suffered by the Customer and/or third parties arose from the use of the Products in a normal manner and in accordance with Estillon's instructions.
- 9.5 The Customer shall forward any claims by third parties to Estillon immediately and shall refrain from making any commitment regarding compensation.
- 9.6 The Customer shall indemnify and hold Estillon harmless against all costs and damage incurred by Estillon as a result of any claim brought for which Estillon is not liable, including but not limited to the full legal costs.
- 9.7 The Customer shall insure the Products referred to above against the risks of theft, fire, storm and water damage, and shall ensure that the relevant insurance policy stipulates that the cover also extends to third-party products.

- 9.8 Any insurance payments in respect of damage and loss shall take the place of the Products concerned. The Customer shall properly settle claims under the insurance, receive insurance payments on Estillon's behalf and pay these in full to Estillon at Estillon's first request.

Article 10 – Defects; Complaint Period

- 10.1 The Customer shall inspect the Products, or have them inspected, immediately upon delivery, as soon as possible but within 3 days. In doing so, the Customer shall verify whether the Products conform to the Agreement.
- 10.2 If a non-conformity is identified, the Customer shall notify Estillon thereof no later than 30 days after delivery of the Products concerned.
- 10.3 The Customer shall notify Estillon in writing of any non-visible defects within 30 days of discovery, but no later than 90 days after delivery.

Article 11 – Force Majeure

- 11.1 Force majeure means circumstances which Estillon was not required to take into account when entering into the Agreement and which prevent the normal performance of the Agreement, including but not limited to illness, war (or threat of war), civil unrest, sabotage, power failure, acts of God (flood, earthquake, epidemic or pandemic), fire, occupation of premises and strikes, lockouts, government measures and transport problems.
- 11.2 Force majeure also includes the situation in which suppliers on which Estillon depends for the performance of the Agreement fail to fulfil their contractual obligations towards Estillon, unless this is attributable to Estillon.
- 11.3 In the event of force majeure, Estillon shall be entitled to change the delivery period or, if performance has become impossible or unreasonably onerous, to terminate the Agreement without being liable to pay compensation.
- 11.4 If the force majeure lasts longer than three months, the Customer shall be entitled to terminate the Agreement.
- 11.5 If subsequent delivery leads to increased costs, these shall be borne by the Customer.
- 11.6 Following termination of the Agreement, Estillon shall be entitled to reimbursement of the costs it has incurred, to the extent that the Customer has benefited from the work performed.

Article 12 – Termination

- 12.1 If the Customer fails to perform the Agreement, or in the event of bankruptcy, suspension of payments, liquidation of the Customer's business, or the offer of a private composition with creditors or a restructuring plan under the Dutch Act on Court Confirmation of Extrajudicial Restructuring Plans (WHOA), the Customer shall be in default by operation of law and Estillon shall be entitled, without any notice of default and without judicial intervention, to terminate the Agreement, without being liable for any compensation or guarantee, but without prejudice to Estillon's other rights. In such cases, every claim shall become immediately due and payable in full.
- 12.2 During the performance of the Agreement, Estillon shall be entitled to request security for the performance of the Customer's obligations. If the Customer refuses to provide the requested security,

Estillon shall be entitled to terminate the Agreement without judicial intervention.

- 12.3 At Estillon's first request, the Customer shall provide full insight into its creditworthiness on the basis of documents prepared by a (registered) accountant, failing which Estillon shall be entitled to terminate the Agreement without judicial intervention.

Article 13 – Intellectual Property and Confidentiality

- 13.1 Unless otherwise agreed in writing, Estillon retains all intellectual property rights in all its designs, drawings, writings, data carriers or other information, quotations, images, sketches and models.
- 13.2 The Customer shall keep confidential all information of Estillon made available by Estillon. Confidential information shall in any event include the matters to which this Article relates and Estillon's business information.
- 13.3 The Customer shall impose a written confidentiality obligation to the same effect as this provision on its staff and/or any third parties involved in the performance of this Agreement.

Article 14 – Miscellaneous

- 14.1 These general terms and conditions have been drawn up in several languages. In the event of any difference in interpretation, discrepancy or conflict between the Dutch text and a translation thereof, the Dutch text shall at all times prevail and be decisive.
- 14.2 Estillon is entitled to amend these general terms and conditions. Such amendments shall enter into force on the announced date of entry into force.
- 14.3 All Agreements and these general terms and conditions are governed by Dutch law.
- 14.4 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) shall not apply, nor shall any future international regulation on the sale of movable goods the application of which may be excluded by the parties.
- 14.5 All disputes arising in connection with an agreement to which these general terms and conditions apply, or in connection with any further Agreements, shall be settled by the competent court of the District Court of Oost-Brabant (Rechtbank Oost-Brabant), the Netherlands, unless the parties agree otherwise or another court has exclusive jurisdiction.

Article 15 – Orders via the Webshop

15.1 Business use

The Estillon webshop is intended exclusively for legal entities and natural persons acting in the course of a profession or business. By registering and placing an order, the Customer confirms that it is acting in the course of a profession or business.

15.2 Registration and account

Orders can only be placed via the webshop after the Customer has registered. The Customer is responsible for providing complete and accurate company details, contact details, billing details and delivery details, and for keeping them up to date.

The Customer is responsible for the use of its account

and login details and for all orders placed via its account. The Customer shall inform Estillon immediately of any suspected misuse or unauthorised use of the account.

Estillon is entitled to refuse a registration or to block an account temporarily or permanently in the event of:

- A. incorrect or incomplete details;
- B. suspected misuse or fraud;
- C. a security risk;
- D. payment problems; or
- E. other circumstances as a result of which Estillon cannot reasonably be expected to continue the account.

15.3 Placing an order

The presentation of Products in the webshop constitutes an invitation to the Customer to place an order and not a binding offer by Estillon. By placing the order and completing the online payment, the Customer makes a binding offer to Estillon to enter into an Agreement. Before placing the order, the Customer is given the opportunity to check the selected Products, quantities, company details, delivery details and payment details and to correct any input errors.

15.4 Receipt and acceptance of the order

After placing the order, the Customer receives an automatic confirmation of receipt and/or payment. This automatic confirmation only means that Estillon has received the order and the payment. The automatic confirmation does not constitute acceptance of the order.

Estillon checks every order manually. The Agreement is only concluded once Estillon has expressly accepted the order by means of a final order confirmation sent by email. Estillon is entitled not to accept an order if:

- A. a Product is unavailable or insufficiently available;
- B. the stated price, product information or other information is manifestly incorrect;
- C. the order cannot be fulfilled within Estillon's delivery area or delivery options;
- D. the company, payment or delivery details provided are incorrect or incomplete;
- E. there is suspected misuse, fraud or a security risk; or
- F. Estillon has other legitimate reasons for not fulfilling the order.

15.5 Partial availability

If one or more Products in an order are unavailable or insufficiently available, Estillon shall contact the Customer.

Estillon and the Customer shall then consult on whether:

- A. the available Products will be delivered;
- B. the unavailable Products will be delivered at a later date;
- C. an alternative Product will be delivered;
- D. part of the order will be cancelled; or
- E. the entire order will be cancelled.

- F. Estillon shall not partially fulfil the order without consultation where this deviates materially from the original order.
- G. The amended order shall only be definitively concluded once the arrangements made have been confirmed by Estillon by email.

15.6 Advance payment

An order placed via the webshop must be paid in full in advance and online using one of the payment methods offered in the webshop. Execution of the payment or receipt of a payment confirmation does not mean that Estillon has accepted the order. If an order is not accepted in whole or in part, or is cancelled in whole or in part following consultation, Estillon shall refund the amount of the part not accepted or cancelled. The refund shall in principle be made using the same payment method as that used for the original payment.

15.7 Prices and additional costs

Prices stated in the webshop are exclusive of VAT, unless expressly stated otherwise. Any shipping costs, surcharges, taxes and other additional costs, to the extent that they can be calculated in advance, are shown to the Customer before the order is placed.

15.8 Delivery area

Orders may be placed via the webshop for delivery to the countries that can be selected at checkout during the ordering process. Delivery to other countries is only possible on request and following prior consultation with Estillon. In that case, Estillon shall assess, among other things, the delivery options, transport costs and other applicable conditions. The order shall only be accepted once these conditions have been agreed with the Customer and confirmed by Estillon.

15.9 Product information and availability

Images, descriptions, technical data, dimensions, colours and other product information in the webshop are intended to give the best possible impression of the Products. Article 4 of these general terms and conditions also applies to this information. Statements regarding stock, availability and delivery times are indicative. They do not constitute a guarantee that a Product is actually available or will be delivered on a particular date.

15.10 Inspection, defects and returns

The Customer shall inspect the delivered Products immediately upon delivery, as soon as possible but no later than three days after delivery. In doing so, the Customer shall verify whether the Products correspond to the order and show no visible defects or transport damage. If the Customer identifies a non-conformity, it shall notify Estillon thereof in writing no later than thirty days after delivery. The provisions and periods set out in Article 10.3 of these general terms and conditions apply to non-visible defects.

As the webshop is intended exclusively for business Customers, the statutory right of withdrawal for consumers does not apply. Correctly delivered

Products may only be returned following prior consultation and with Estillon's prior written consent.

For each return request, Estillon and the Customer shall agree:

- A. whether the Product may be returned;
- B. to which address the Product must be sent;
- C. how the Product must be packaged and shipped;
- D. who shall bear the return costs; and
- E. how any refund or set-off will take place.

Estillon is not obliged to accept a return shipment made without its prior written consent.

15.11 General terms and conditions

Before the order is placed, the Customer is given the opportunity to view, download and store these general terms and conditions electronically. By placing the order, the Customer declares that it has read these general terms and conditions and agrees to their applicability.