

## **General Terms and Conditions Alp Green Solutions B.V.**

### **Article 1: General definitions and applicability**

#### **Company**

- 1.0.0 The application of the Purchaser's used Delivery Conditions or Purchase Conditions under any title whatsoever is expressly rejected hereby.
- 1.0.1 These Payment and Delivery Conditions apply to all legal relationships concerning the company ALP Green Solutions B.V., trading as Alp Green Solutions, hereinafter referred to as "Alp." Alp is located in Breda and registered with the Chamber of Commerce under registration number: 66105897, Office Breda.
- 1.0.2 These Payment and Delivery Conditions have been deposited at the Chamber of Commerce Office Breda.
- 1.0.3 The products produced by Alp under OEM product names are explicitly subject to these Payment and Delivery Conditions as well.
- 1.0.4 The Payment and Delivery Conditions are referred to herein as "Conditions."
- 1.0.5 By "Purchaser," it is meant: the person, legal entity, director, or any other entity, whatever its name, with whom Alp enters into a written Agreement or any other form of legal relationship regarding designing, advising, delivering, purchasing, selling, and/or installing agreed-upon products in accordance with the orders in the broadest sense of the word.
- 1.0.6 The Purchaser - in the broadest sense of the word - is further referred to as Purchaser in this document.
- 1.0.7 All expressions and legal relationships addressed to the Purchaser are made in the name of the Purchaser. If the name is incorrect or a typographical error is present in an expression or legal relationship, the Purchaser is obligated to immediately report this so that the name can be corrected and the correct name with legal form can be included in the documents.
- 1.0.8 If the Purchaser, as described in article 1.0.8, fails to report a misstated name of the Purchaser to Alp, the Purchaser is bound by the fact that the name used refers to the Purchaser, and no rights can be derived as if the Purchaser were not the intended party in the expressions or legal relationship.
- 1.0.9 The omission of the legal form in an expression or legal relationship does not imply that the intended Purchaser is not referred to, and article 1.0.9 remains applicable without limitation.

#### **Conditions**

- 1.1.0 These Conditions apply to and are part of all offers, designs, deliveries, work, expressions, and agreements in any form whatsoever, between Alp and the Purchaser, hereinafter referred to as Agreement.
- 1.1.1 Provisions that deviate from these Conditions only form part of the Agreement concluded between the parties if and insofar as the parties have expressly agreed to this in writing.
- 1.1.2 In these Conditions, "written" also includes: by email, by fax, or any other form of digital communication that, given the state of technology and prevailing social norms, can be equated with this.
- 1.1.3 The application of general Conditions or Purchase Conditions used by the Purchaser or Counterparty, or by any other name, is expressly rejected hereby.
- 1.1.4 The Purchaser who has entered into an Agreement under the applicability of these Delivery Conditions is deemed to have tacitly agreed to these Delivery Conditions for later concluded Agreements as well.
- 1.1.5 If one or more of these Conditions are null and void or may be invalidated, the remaining

provisions of these Conditions continue to apply to the Agreement.

- 1.1.6 If deviations from these Delivery Conditions are stipulated in an Agreement with respect to one or more components, the remaining provisions remain in full force.

#### **Product**

- 1.2.0 Alp is engaged in advising, purchasing, selling, and installing energy-efficient equipment – in the broadest sense of the word – for the commercial market. Products include, among others: LED lighting, lighting and fixtures in the broadest sense of the word, and if agreed upon, advisory work, engineering, project management, and installation work.
- 1.2.1. Displayed and/or provided samples of products to be delivered, models, and examples of documents as well as descriptions, images, etc. in brochures, promotional materials, and/or on Alp's website are as accurate as possible but are for illustration purposes only. No rights can be derived from these. Products may deviate in execution from the image or description.

## **Article 2: Quotation and Prices**

### **Quotation**

- 2.0.0 All quotations, unless explicitly stated otherwise, are considered non-binding offers that can also be revoked after acceptance. If this revocation does not take place within 6 working days after acceptance, the Agreement is concluded.
- 2.0.1 All offers from Alp are non-binding. In addition to or in deviation from the information provided by the Purchaser, circumstances may arise or become apparent that hinder the execution or duration of the Agreement. In such cases, Alp is entitled to continue, restrict, expand, or terminate the Agreement.
- 2.0.2 The prices or rates mentioned in the quotations are based on the data provided by the Purchaser upon request or order, or on the cost prices of the goods and/or materials to be delivered that apply at the time of the quotation. If these data or cost prices are subsequently changed, this may have implications for the prices or rates.
- 2.0.3 The Purchaser remains responsible for the content of the quotation at all times. Alp provides advice upon request from the Purchaser, but no rights can be derived from this. The resulting order or purchase is at the Purchaser's own expense and risk.
- 2.0.4 The samples, models, and examples mentioned in clause 1.2.1 remain the property of Alp at all times and must be returned to Alp upon its first request, unless the parties have expressly agreed otherwise in writing.
- 2.0.5 Alp makes use of trial placements, these trial placements fall under article number 2.01 to 2.03.

### **Prices**

- 2.1.0 A composite quotation does not oblige Alp to perform part of the Agreement at a corresponding part of the stated price.
- 2.1.1. An Agreement is only established by the written acceptance of a quotation or by the execution of an order by Alp. The written acceptance of the order by Alp is considered to accurately represent the content of the Agreement.
- 2.1.2 Unless otherwise agreed, only the agreements stated in the latest version of the Agreement apply. Everything agreed upon between Alp and the Purchaser and/or mentioned in previous offers will be void. The latest version of the offer can be determined by a version code or

date. The most recent version is binding for the scope and agreements of the Agreement, unless both parties agree to opt for an earlier version of the offer to enter into the Agreement.

- 2.1.3 Unless explicitly stated otherwise in writing, the prices stated in the quotation or Agreement are fixed for a period of 1 month from the validity period of the quotation or Agreement, and are exclusive of VAT, unless otherwise agreed. Within the (agreed) validity period of the quotation, price changes or other cost factors greater than 5% may be passed on.
- 2.1.4 If one or more of the cost price factors (such as, but not limited to, prices of materials, transportation costs, import and/or export duties, taxes) increase by more than 5% between the date of entering into the Agreement and the execution of the Agreement, Alp is entitled to pass on these increases to the Purchaser.

### **Article 3: Agreement / Order**

#### **Agreement**

- 3.0.0 The Agreement consists of these general Conditions together with the Order Confirmation, which is a reflection of what is described in the offers, and is established through verbal or written order placement by the client. In any case, Alp will confirm this verbally or in writing with an Order Confirmation that reflects the contents of what was agreed upon in the offer and/or verbal or written additional instructions from the client.
- 3.0.1 If the client places a verbal or written singular order, this will always be confirmed in writing to the client. The contents of the Order Confirmation are binding for this Agreement. If the client does not fully agree with the content of the Order Confirmation, they must immediately communicate this verbally or in writing so that a revised Order Confirmation can be prepared if necessary.
- 3.0.2 Verbal agreements are binding on Alp after they have been confirmed in writing by Alp to the Purchaser, or when Alp, with the consent of the Purchaser, has commenced execution.
- 3.0.3 The provisions included in the Agreement take precedence over the provisions in these Conditions.

#### **Amending the Agreement and the timing thereof**

- 3.1.0 Additions or changes to the Order Confirmation or offer and Agreement are binding on parties only if and to the extent that they are recorded in writing by parties. The date of the start of the changes will be explicitly indicated. Providing an Order Confirmation for changes or extensions to the work includes an accurate representation of what was agreed. Any additional costs will also be mentioned and will become an integral part of the Agreement from that moment on.
- 3.1.1 If a change to the Agreement or work could affect the total scope of delivery, progress, or planning of the Agreement, Alp reserves the right to prioritize the original Agreement and perform any additional work after the original Agreement has been fulfilled.
- 3.1.2 Changes can never lead to a smaller scope of the Agreement or work. Materials that are part of the Agreement but are no longer used due to changes will be made available to the client and will not result in withdrawal or crediting.
- 3.1.3 If changes in legislation occur, or the interpretation of legislation changes significantly, resulting in a change to the Agreement, any adverse consequences thereof are at the risk of the Purchaser, unless explicitly agreed otherwise in a subsequent Agreement.

#### **Order and execution of the Agreement**

- 3.2.0 Essentially, Alp is a distributor/importer for the delivery of environmentally-friendly products. The products are installed and connected by the Purchaser themselves, unless

agreed upon between the Purchaser and Alp that Alp will (have) install(ed) and connect the Product. In such cases, these products will also be assembled or installed by Alp or third parties commissioned by Alp. In all cases, the status of the work, delivery, assembly, installation, etc., is predetermined in the offer and confirmed in the order confirmation.

- 3.2.1 If it is determined before or at the start of the work that the situation differs from the representation in the Agreement, Alp is entitled to adjust the Agreement to the actual situation.
- 3.2.2 The Purchaser is responsible towards Alp for the correct and timely execution of all facilities, provisions, and/or conditions that are necessary for the installation of the product and/or the correct operation of the product in its installed state. The Purchaser is also required to do everything reasonable for the proper and timely execution of the Agreement.
- 3.2.3 All work carried out by Alp, or on behalf of Alp, is performed to the best of its knowledge and abilities, in accordance with the requirements of good craftsmanship and legal requirements applicable to such work. With regard to the intended work, Alp has an obligation of best efforts, unless expressly stated otherwise.
- 3.2.4 Alp determines the method and by which employee(s) the granted Order will be executed, but takes the requirements or wishes expressed by the Purchaser into account as much as possible.
- 3.2.5 Alp may perform additional work and charge the Purchaser for it only after obtaining prior permission. However, if Alp is obligated to perform additional work due to its (legal) duty of care, it is entitled to charge this to the Purchaser, even if It seems like you've provided excerpts from a document containing terms and conditions related to payment, delivery, ownership, and warranty for products provided by a company (referred to as "Alp") to its customers (referred to as "Afnemer"). These terms and conditions outline various aspects of the business relationship between Alp and its customers. Here's a summary of the key points in each section:

#### **\*\*Article 4: Payment\*\***

- The customer is required to make payments in Euros within 14 days of the invoice date to a bank account designated by Alp.
- Any costs associated with making payments are the responsibility of the customer.
- Payments made by the customer go towards settling interest, costs, and outstanding invoices, starting with the oldest ones.
- Customer objections to invoice amounts do not suspend the payment obligation.
- The customer cannot offset their payment obligation to Alp with any claims they might have against Alp.
- Alp can request advance payment or security from the customer before delivering products or commencing work.
- In case of liquidation, bankruptcy, seizure of customer's assets, or customer's payment suspension, Alp's claims become immediately due.
- Failure to make timely payments results in default without a notice, and the customer owes interest from the due date.
- The customer is responsible for any extrajudicial and judicial costs due to non-payment.

**\*\*Article 5: Delivery and Ownership\*\***

- Products are delivered to the address provided by the customer.
- Alp aims to deliver within the agreed-upon timeframe, but delays due to circumstances or force majeure do not incur liability on Alp.
- Partial deliveries are allowed, and Alp can invoice each part separately.
- If a product becomes unavailable, Alp may offer a comparable product and adjust the price accordingly.
- If the customer doesn't agree to the changes, they can cancel the agreement within 10 working days.
- The customer is responsible for the product upon delivery.
- Ownership of delivered goods remains with Alp until the customer fully meets their obligations.

**\*\*Article 6: Warranty\*\***

- Alp guarantees proper product functioning under normal conditions and after correct installation for the specified period.
- Specific warranty conditions are outlined in the quote, order confirmation, or agreement.
- Defects must be reported to Alp within 10 days of discovery; failure to do so voids warranty claims.
- The customer must allow Alp to repair defects or replace products.
- Alp will cover the cost of repairs or replacements during the warranty period.
- Warranty is void if damage results from customer misuse, faulty instructions, or other factors outlined in the terms.
- Warranty details are provided in an attached appendix.

**\*\*Article 7: Liability\*\***

- Alp is not liable for damages unless mandatory laws dictate otherwise.
- Liability limitations do not apply in cases of intentional misconduct or gross negligence.
- Damage must be reported to Alp within 10 days of discovery.
- Alp's liability is limited to the invoice amount, up to the amount covered by Alp's insurance.
- The customer indemnifies Alp against third-party claims related to products.
- The customer ensures that product information doesn't infringe on third-party intellectual property rights.



Please note that this is a simplified summary and should not be considered legal advice. If you need to interpret or apply these terms in a specific situation, it's advisable to consult a legal professional familiar with your jurisdiction's laws and regulations.

**\*\*Article 8.0: Force Majeure\*\***

**\*\*8.1:\*\*** Force majeure refers to any failure in executing the Agreement that cannot be attributed to either Alp or the Customer due to reasons not resulting from their fault, nor from the law, legal action, or generally accepted practices.

**\*\*8.2:\*\*** In the case of temporary force majeure, Alp has the right to extend the agreed term by the duration of the ongoing temporary force majeure.

**\*\*8.3:\*\*** In case of continuous force majeure lasting more than 3 months, either Alp or the Customer has the right to terminate the Agreement outside of legal proceedings. The Customer cannot claim damages from Alp due to force majeure, while Article 6:78 BW might still apply.

**\*\*8.4:\*\*** If force majeure occurs when the Agreement is partially executed, the Customer is obligated to fulfill their obligations towards Alp up to that point.

**\*\*8.5:\*\*** Both parties must inform each other in writing about any force majeure situation as soon as possible.

**\*\*Article 9.0: Termination, Cancellation\*\***

**\*\*9.1:\*\*** The Customer waives all rights to terminate the Agreement under Article 6:265 et seq. of the Dutch Civil Code or other legal provisions, unless mandatory legal provisions prevent this. This applies with the exception of the right to cancel the Agreement according to this article.

**\*\*9.2:\*\*** The provisions of the previous section do not apply to agreements with consumers.

**\*\*9.3:\*\*** In the context of these Terms and Conditions, cancellation is defined as the termination of the Agreement by one of the parties before the commencement of its execution.

**\*\*9.4:\*\*** In case the Customer cancels the Agreement, they are liable to Alp for a compensation to be determined by Alp. The Customer is required to reimburse Alp for all costs, damages, and lost profits. Alp is entitled to determine and charge the costs, damages, and lost profits, which could range from 20% to 100% of the agreed price, depending on the work already done or deliveries made. In the



case of specially ordered items (custom-made by a third party) not included in Alp's standard range, upon agreement with the customer for cancellation, 100% of the value of the items will be charged.

**\*\*9.5:\*\*** The Customer is liable to third parties for the consequences of cancellation and indemnifies Alp in this regard.

**\*\*9.6:\*\*** Amounts already paid by the Customer will not be refunded in the first instance.

**\*\*Article 10: Bankruptcy, Incapacity, etc.\*\***

**\*\*10.1:\*\*** Notwithstanding the provisions of the other articles in these Terms and Conditions, the Agreement will be terminated without the need for judicial intervention or notice of default, at the time when the Customer:

- is declared bankrupt;
- applies for (provisional) suspension of payments;
- is subject to enforcement of a seizure;
- is placed under guardianship or placed under administration;
- otherwise loses the authority or legal capacity with regard to their assets or parts thereof.

**\*\*10.2:\*\*** The provisions of the previous section apply, unless the trustee or administrator acknowledges the obligations arising from the Agreement as debts of the estate.

**\*\*Article 11: Severability Clause\*\***

**\*\*11.1:\*\*** If and to the extent that it is legally determined that a provision of these Terms and Conditions cannot be invoked, the content and purpose of said provision will still be given as much similar meaning as possible to allow for its enforcement.

**\*\*11.2:\*\*** If Alp does not insist on strict compliance with these General Terms and Conditions, it does not mean that the provisions are not applicable or that Alp loses its right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

**\*\*Article 12: Applicable Law, Disputes, and Complaints\*\***

**\*\*Applicable Law\*\***

- **12.0.0:** Dutch law exclusively applies to any Agreement of which these Terms and Conditions form a part, excluding foreign legislation and conventions such as the Vienna Convention on Contracts for the International Sale of Goods.

- **12.0.1:** Disputes between parties, including those considered as such by only one of the parties, will be resolved through good-faith negotiation as much as possible.

- **12.0.2:** Subject to mandatory jurisdictional rules, only the Breda District Court has the authority to hear any disputes that may arise.

#### **Disputes and Complaints**

- **12.1.0:** Complaints regarding the delivery of products, performed services, and/or the invoice amount must be communicated in writing to Alp within 3 working days of the delivery of the products, services, the invoice amount, or the information on which the Customer bases the complaint. If the Customer can demonstrate that they could not reasonably have discovered the defect earlier, the complaint can also be communicated within 3 working days of discovering the defect.

- **12.1.1:** In their written complaint, the Customer must specify the nature of the defect and the manner in which it was detected.

- **12.1.2:** The Customer cannot file complaints regarding goods that they have processed or worked on.

- **12.1.3:** Complaints as referred to in the first section do not suspend the payment obligation of the Customer. The Customer is never entitled to withhold or refuse payment for other services delivered by Alp on the basis of a complaint related to a specific service.

- **12.1.4:** In the event of a validly lodged complaint, the Customer can choose between adjusting the invoiced costs, having the rejected work improved or redone at no cost, or refraining from (further) executing the Assignment in exchange for a proportional refund of the costs already paid by the Customer.

- **12.1.5:** If the Customer and Alp cannot reach an agreement, the dispute will be submitted to mediation, where both parties will each designate an independent representative.

- **12.1.6:** If Article 12.1.3 cannot be applied due to significant differences between the parties, Dutch law as per Article 12.0.2 will apply.

#### **Article 13: Deposit of General Terms and Conditions**

- **13.1:** These Terms and Conditions were deposited with the Chamber of Commerce Breda on March 1, 2021, under Chamber of Commerce number: 66105897. The latest deposited version or the version that applied at the time the Agreement was concluded will always be applicable.

#### **Article 14: Lease Agreement**

- **14.1:** In the case of a Lease Agreement, the payment and Delivery conditions mentioned in the Lease Contract apply.



**\*\*Article 15: Service Agreement\*\***

- **\*\*15.1:\*\*** If the Customer enters into a Service Agreement with Alp, the agreements made as mentioned in the Offer apply.

**\*\*Article 16: Shipping\*\***

- **\*\*16.1:\*\*** Costs for the transport of ordered products are borne by ALP, unless expressly agreed otherwise. In the case of specially arranged transportation, it can be decided in consultation with the Customer that (a portion of) the costs will be borne by the Customer.

**\*\*Article 17: Returns\*\***

- **\*\*17.1:\*\*** If the Customer wishes to return products supplied by Alp, the Customer is obliged to consult with Alp beforehand regarding the return. If products need to be returned, a consultation will take place between the Customer and Alp on the method of return.

- **\*\*17.2:\*\*** The available methods are: postal or courier shipment, delivery by the Customer themselves, or pickup by an Alp representative as agreed. Any additional costs will be borne by the Customer unless expressly agreed otherwise.

- **\*\*17.3:\*\*** The conditions that apply at all times when returning items are:

- The packaging and contents are in their original condition.

- The goods belong to Alp's inventory.

- The complaint has been found valid by Alp, which is solely evidenced by confirmation via email or sending the corresponding credit note (for applicable amounts, see Article 17.4).

- **\*\*17.4:\*\*** ALP follows the following return policy, counted from the delivery date of the items:

- Return within 1 month = 100% of the purchase amount refunded\*

- Return from month 2 to month 6 = 90% of the purchase amount refunded\*

- Return from month 6 onwards = negotiated and an offer for the return of items is made after their return.\*

\*This return policy does not apply to specially ordered and made items upon request. (see Article 9.4).