

General Terms and Conditions of Delivery as of 1 April 2026

Definitions:

Terms and conditions of delivery of New CampPlus B.V., established at Van de Reijtstraat 54, 4814 NE Breda, hereinafter referred to as the "Supplier".

Where these general terms and conditions refer to the "Customer", this shall be understood to mean any natural or legal person who has entered into a contractual relationship with us under a purchase agreement concluded with us, or who wishes to enter into another type of agreement. In particular, "Customer" shall also be understood to mean the party on whose instructions and for whose account goods are delivered.

All sales and deliveries of goods and services by the Supplier are subject to the conditions set out below.

Acceptance of an offer or placement of an order implies acceptance of the applicability of these terms and conditions.

"In writing" shall in principle be understood to mean all correspondence via (1) electronic (e-)mail and (2) postal mail, unless otherwise stated.

Article 1. Applicability

1. These general terms and conditions apply to all offers made by the Supplier and to all agreements entered into by the Supplier, however designated. In particular, these terms and conditions also apply to agreements entered into by the Supplier for the delivery of goods to our Customers.
2. Deviations from the provisions of these general terms and conditions are permitted only and exclusively where and to the extent that such deviations have been expressly agreed in writing. The Supplier shall only be bound if agreements and/or undertakings relating to these general terms and conditions have been confirmed in writing by the duly authorised director(s) of the Supplier.
3. If the Customer also refers to its own general terms and conditions, the applicability of the general terms and conditions used by the Customer is expressly rejected. This shall only be different if and to the extent that the applicability of the Customer's terms and conditions does not conflict with the Supplier's general terms and conditions; in that case, only the provisions of the Supplier's terms and conditions shall apply, and only if this has been expressly agreed in writing. Any provision to the contrary in the Customer's terms and conditions shall not affect the foregoing.
4. Where these general terms and conditions refer to "delivery (of goods)", this shall also be understood to include the performance of services and work of any nature whatsoever.

Article 2. Validity of offers and quotations

1. All offers and quotations by the Supplier are without obligation and may be revoked by the Supplier within 2 working days after acceptance.
2. All offers and quotations by the Supplier have a validity period of 14 days from the date of the quotation, unless a different period is expressly stated in the quotation. After this period has expired, the Supplier can no longer be held to the offer.
3. The Supplier is entitled, during production, to replace materials, parts and components mentioned in the offers, quotations and/or technical brochures with equivalent alternatives, without prior notice to or consent of the Customer, provided that this does not adversely affect the functionality, quality and service life of the delivered unit. Such replacements shall not entitle the Customer to any price adjustment, termination of the agreement or damages.
4. Article 2, paragraph 3, does not apply to visible finishing materials expressly specified by the Customer, such as the colour and type of sanitary fixtures, taps and floor finishes, unless the chosen item is not available in time. In that case, the Supplier will consult with the Customer on an equivalent alternative.

Article 3. Formation of the agreement

1. An agreement with the Supplier shall only come into existence once an order placed with the Supplier has been accepted or confirmed in writing and the first instalment invoice has been paid, or once delivery has commenced.
2. The Supplier reserves the right to refuse orders from Customers without giving reasons, or to make delivery subject to specific conditions.

Article 4. Prices

1. All prices quoted by the Supplier are exclusive of VAT and any other government levies and, unless expressly agreed otherwise in writing, apply to delivery ex works of the Supplier and exclusive of installation or assembly. It may be agreed with the Customer that the Supplier will arrange transport between the works and the Customer's location. It may also be agreed that the Supplier will arrange installation or assembly. In such cases, separate pricing arrangements will be made for both transport and installation or assembly.
2. Unless expressly agreed otherwise in writing, the price list used by the Supplier or the quoted calculation applicable at the time of delivery shall determine the price or calculation of the goods delivered.
3. If a disposal contribution is applicable by virtue of government regulations or the trade association, this will be invoiced as a separate item on the invoice.

Article 5. Delivery and performance periods

1. The delivery periods stated by the Supplier shall never be regarded as strict deadlines, unless expressly agreed otherwise in the individual agreement.
2. The Supplier is entitled to perform the deliveries or services owed by it in instalments.
3. In cases of force majeure, performance of the order shall be suspended until the force majeure situation has ended, unless one of the parties notifies the other party in writing, 60 days after the occurrence of such a situation, of the cancellation of the order in so far as it has not been performed. In the event of such a force majeure situation, the Customer cannot hold the Supplier liable for damages.
 - a. Force majeure shall be understood to mean any circumstance beyond the Supplier's control which is of such a nature that compliance with the agreement cannot reasonably be required of the Supplier (non-attributable failure to perform). Force majeure shall also include: war, unrest and hostilities of any kind, blockade, boycott, natural disasters, epidemics, shortage of raw materials, obstruction and interruption of transport possibilities, disruptions in our business, import and export restrictions or prohibitions, and obstacles caused by laws or decisions of international, national or regional (governmental) authorities.
4. If a customer requests that the delivery of goods take place in a manner other than the usual one, the Supplier may charge the related costs to the purchaser.
5. The Customer is obliged to take delivery of the purchased goods within the agreed period.

Article 6. Complaints by the Customer

1. Upon receipt of the goods, the Customer shall carry out a careful and timely inspection.
2. Complaints relating to damage and shortages of a shipment received by the Customer must be submitted in writing to the Supplier immediately, but no later than within two working days after the date of delivery, stating the invoice by which the goods in question were invoiced, and must also be noted on the consignment note. Failing this, any right to complain in this respect shall lapse.
3. In the event of complaints, the products to which the complaint relates must be kept available for the Supplier.
4. If no delivery has taken place within seven days of receipt of the invoice, this must be reported to the Supplier. Failing this, the goods shall be deemed to have been delivered.

Article 7. Warranty and liability

1. The Supplier shall not be liable for misunderstandings, distortions, delays or improper transmission of orders and communications as a result of the use of the Internet or any other means of communication between the Customer and the Supplier, except in the case of willful misconduct or gross negligence on the part of the Supplier.
2. The warranty period for the construction of the delivered unit, consisting of the shell and the roof, is 15 (fifteen) years. The warranty period on the interior and exterior cladding is 5 (five) years. The manufacturer's warranty applies to the installed sanitary facilities and other installations. No warranty is provided on other parts. In general, the Supplier's liability in these cases is limited to defects resulting from manufacturing and material faults.
3. The warranty periods referred to in Article 7, paragraph 2, shall lapse in the event of non-compliance with the cleaning instructions and the instructions for winter and summer preparation provided by the Supplier.
4. Without prejudice to any obligations of the Supplier arising from the foregoing in Article 7, paragraph 2, the Supplier shall never be obliged to pay any form of damages to the Customer or others. In particular, the Supplier shall never be liable for consequential or business damages, direct or indirect damages of any kind (including loss of profit and standstill damages) suffered by the Customer or principal, its subordinates and persons employed by or through it, or by third parties, as a result of full or partial (re)deliveries of goods, delayed or defective delivery, failure to deliver goods, or the goods themselves.
5. The Customer is not entitled to return the goods without the Supplier's consent. If this is nevertheless done without consent, the costs associated with the return shall be borne by the Customer.

Article 8. Retention of title and security

1. Ownership of the products or services to be delivered by the Supplier shall not transfer to the Customer until full payment has been made by the Customer of all claims arising from our relationship with the Customer which the Supplier may have or acquire under any purchase agreements with the Customer.
2. However, the products shall be for the account and risk of the Customer after delivery and before transfer of ownership.

Article 9. Payment

1. Unless otherwise agreed in the order confirmation, the payment terms are: 25% upon acceptance of the quotation, 25% at the start of production, 40% before delivery and 10% in the week following delivery. Payments shall be made in euros, unless otherwise agreed, without discount or set-off, as indicated on the relevant invoice. Payment shall be made by transfer to a bank account designated by us. The payment term is 7 days from the invoice date, unless otherwise agreed.

2. If the age of the invoices exceeds 15 days, the Customer shall automatically be in default and interest of 1% per month shall be charged. Furthermore, deliveries shall be suspended until the age of the outstanding invoices has been brought back to below 14 days.
3. If, after the conclusion of the agreement but before delivery of the goods, the Customer's financial position deteriorates substantially, the Supplier shall be entitled to refrain, wholly or partially, from further performance of the agreement, or to require a change in the payment terms, such as payment in advance.
4. All costs incurred in collecting the invoice amount, both judicial and extrajudicial, with a minimum of 15% of the outstanding invoice amount, shall be borne by the defaulting Customer. The provisions of Article 6:96, paragraphs 5-7, of the Dutch Civil Code and the Decree on Compensation for Extrajudicial Collection Costs shall not apply.
5. In the event of non-payment of a sum due, suspension of payment, application for a moratorium, bankruptcy or liquidation of the Customer's assets, and, if the Customer is a company, in the event of dissolution, the Supplier shall have the right, to the exclusion of any judicial intervention, to dissolve any agreement concluded with the Customer and to reclaim as our property any goods delivered but not yet fully paid for, setting off any amounts already paid to us, without prejudice to our rights to claim compensation for any loss or damage. In such cases, any claim we have against the Customer shall become immediately and fully due and payable.
6. The Customer is not entitled to suspend its payment obligations or to set them off against any claim against the Supplier, on whatever basis.

Article 10. Confidentiality

1. Both parties undertake to keep confidential all confidential information they have obtained from each other or from another source in the context of their agreement. Information shall be considered confidential if a party has indicated this or if this follows from the nature of the information.
2. If, on the basis of a statutory provision or a judicial decision, the Supplier is obliged to disclose confidential information to third parties designated by law or the competent court, and the Supplier cannot invoke a statutory right or a right of non-disclosure recognized or permitted by the competent court, the Supplier shall not be obliged to pay any compensation or damages and the counterparty shall not be entitled to dissolve the agreement on the basis of any damage arising as a result.

Article 11. Miscellaneous provisions

1. The trademarks, type designations and serial numbers applied to the products may not be altered or removed.
2. If and to the extent that any provision included in these General Terms and Conditions of Delivery is invalid or void, such invalidity or voidness shall not affect the other provisions and this agreement shall otherwise remain in force, unless the other provisions are inextricably linked to the void or invalid provision.

Article 12. Applicable law

1. All price quotations issued by us and all agreements entered into by us are governed exclusively by Dutch law.
2. All offers, agreements and deliveries are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Article 13. Dispute resolution

All disputes arising out of or in connection with this agreement shall be submitted exclusively to the District Court of Zeeland-West-Brabant, Breda location, without prejudice to the Supplier's right to submit a dispute to the court that would have jurisdiction in the absence of this provision.

New CampPlus B.V.

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