

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

OF

de besloten vennootschap

Van den Brink Projecten B.V.

**Marconistraat 11
4004 JM Tiel
The Netherlands**

registered at the Chamber of Commerce under number 30280802

NOVEMBER 2022

ARTICLE 1: APPLICABILITY

a. These terms and conditions apply to all offers, sales and deliveries by the private limited liability company (after Dutch Law) Van den Brink Projecten B.V. (registration number chamber of commerce 30280802) hereinafter named Lorreine by order of a third party, and to all agreements in the broadest sense of the word entered into by Lorreine with a third party.

b. These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.

c.1. A number of provisions are added in the appendix with regard to the guarantee provision. To the extent these provisions depart from what has been included in this regard in the common section, the deviating provisions of the respective appendix shall prevail.

c.2. Several provisions of the appendix include distinctions when compared to what has been generally determined in the communal section. These distinctions should be read *inter alia* as examples, but they are not limited thereto, which do not preclude the additional effect of the matters argued by Lorreine in the communal section. Nor do they limit the rights of Lorreine where these are not described in these terms and conditions.

d. If the other party applies other general terms and conditions such as purchase conditions, these will not bind Lorreine, these will not apply and are hereby expressly rejected by Lorreine.

e. Any deviation from these terms and conditions used or allowed by Lorreine at any time to the benefit of the other party can never be construed as the latter's right to appeal to it later or to claim the application of such deviation for them as an established fact.

f. If the other party takes note or could have taken note of these general conditions in another language than the Dutch language and differences in interpretation arise from the respective versions, the Dutch version will prevail over the version in the foreign language, unless Lorreine expressly waives this in writing.

ARTICLE 2: OFFERS

a. All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of Lorreine's knowledge and are based on data that may have been provided on the request for an offer.

b. The specifications provided by Lorreine on websites, in images, multimedia, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results and the like should be regarded as having been provided as estimates and as having been provided non-committally.

Lorreine is not held to comply with these specifications and therefore does not accept any liability for any incorrectness in these data.

ARTICLE 3.1: ORDERS/AGREEMENTS

a. An order is understood to mean: every agreement with Lorreine, regardless of whether it undertakes to deliver goods, execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

b. All agreements entered into with Lorreine will only become binding upon a written confirmation by Lorreine or due to Lorreine having commenced the execution of the order. Any supplements or changes to the afore-mentioned agreements will only become binding for Lorreine after and in so far as these have been accepted and confirmed in writing by Lorreine. The other party will be deemed to have accepted changes or supplements to agreements entered into with Lorreine, if the other party has not objected in writing against these changes and/or supplements within 8 (eight) days after it has or could have taken cognizance of these changes and/or supplements. The other

party is deemed to have knowledge of the said changes and/or supplements and to have accepted these at the moment at which Lorreine has commenced the activities to which these changes and/or supplements are related.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of Lorreine are allowed to do so.

c. Unless explicitly agreed on otherwise in writing, Lorreine is entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these terms and conditions also apply in the favour of this third party, provided that Lorreine authorises such third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for Lorreine.

3.1.d. At the entering into effect of an agreement the other party cannot derive any rights in any manner whatsoever from the conditions under which it has done business with Lorreine previously. Nor can the other party derive future rights from the agreement concluded by Lorreine with it.

3.2: RETURNING GOODS:

a. In the cases in which Lorreine decides to take back goods on the request of the other party and/or Lorreine exercises its right of retention of title, Lorreine will be entitled to charge the other party for return costs with a minimum of 25% of the amount originally invoiced to the other party in this respect. In addition, Lorreine will be entitled to charge the dispatch costs to the other party.

b. The other party must ensure that the goods to be returned are undamaged and in the original packaging. Should this not be the case, or should this be insufficiently the case, which will be at the discretion of Lorreine, Lorreine has the right to refuse the goods and to return these to the other party at the expense of the other party, or to charge the other party an amount in return costs higher than originally agreed with the other party.

c. In all cases the goods, as referred to above under a. and b., will be transported at the other party's risk.

ARTICLE 4: LIABILITY

a. Except for the provisions of Article 9 of these terms and conditions, Lorreine is not liable for any damage caused either directly or indirectly by the items delivered – including extra work – not being in compliance with the agreement, unless this is due to Lorreine's intent or gross negligence. Consequently, Lorreine also does not accept any liability in, for example but not limited to: the event of serious calamities, such as, but not limited to, fire, water damage and any outside contingency, such as war and earthquakes, transmission of viruses and diseases. The other party indemnifies Lorreine in this matter for all claims by third parties.

b. To the extent that the other party, or the third party engaged by it on the basis of collaboration and/or the rendering of assistance, is involved in the performance of the transaction between Lorreine and the other party, Lorreine is in no way or form liable for any loss caused on the part of the other party and/or the third party engaged by it, including not towards any ultimate client of the other party.

c. If Lorreine should be liable for any other reason for any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EURO 300,00 (in words: three hundred euros).

d. A claim under these terms and conditions does not suspend the other party's payment obligation towards Lorreine.

ARTICLE 5: PERIOD AND LOCATION OF DELIVERY

- a.** The periods of delivery mentioned in the offers, confirmations and contracts are to the best of Lorreine's knowledge and will be complied with as much as possible, but they are not binding for Lorreine.
- b.** If these periods are exceeded due to whatever cause, the other party will not be entitled to damages, dissolution of the agreement or non-compliance with any obligation arising for them from the respective agreement or from any other agreement whether or not connected with this agreement.
- c.** If the delivery period is exceeded by a wide margin, at the discretion of Lorreine, Lorreine will enter into further consultation with the other party.
- d.** Delivery is ex the business of Lorreine or another location to be determined by Lorreine.
- e.** If goods sold or services offered by Lorreine are not accepted after they have been offered to the other party, they will be available to the other party for a period of three weeks. Throughout this period, the goods are stored for the other party's account. After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the other party, even without delivery of the said goods or services. The payment will then be deemed made as damages to Lorreine.
- f.** If the other party does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, Lorreine, upon informing the other party in writing that he is default, without judicial intervention, will be entitled to suspend the execution, without Lorreine being held to pay any damages.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

- a.** The choice of the means of transport is for Lorreine to decide.
 - b.** The transport of the goods ordered with Lorreine is for the other party's account.
 - c.1.** As from the moment of dispatch, all goods ordered from Lorreine travel at the other party's risk. Also if costs of carriage to the delivery address have been agreed on, the other party will be liable for any damage sustained during transport.
 - c.2.** All the correspondence and documents to be send by and/or on the part of Lorreine with the other party and/or with third parties on behalf of the other party, are from the moment of dispatch at the risk of the other party, irrespective of the delivery conditions relating to the goods and/or services to be delivered by Lorreine as agreed with the other party. The other party must ascertain that the correspondence derives from Lorreine. Lorreine cannot be held liable in any way by, and/or on the part of, the other party for damage and/or changes to and/or corruption of the content of the correspondence sent by or on the part of Lorreine. Nor can Lorreine be held liable in any way by or on behalf of the other party in connection with improper use of personal data by the carrier, the fact that it has become clear that the carrier secured these data insufficiently and/or did not destroy these data on time.
 - d.** The goods will be delivered only to the ground floor. If goods are to be delivered at another location than at ground-floor level, the additional costs and risks are to be borne entirely by the other party.
- If the other party is not present at the time of delivery, or appears unable to take delivery of the goods, or otherwise fails to take delivery of the goods, Lorreine has the right to convert the delivery into an obligation from the other party to collect at the address indicated by the carrier, after the latter has informed the other party of this by leaving a written notice.

e. At arrival or receipt of the goods, the other party has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, they have to take all measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of Lorreine, the other party declares he has received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

a. Lorreine fixes a price or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by Lorreine, including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, such as, but not limited to; rates, wages, taxes, rights, expenses, cargo et cetera then known. In the event of an increase of any of these factors, Lorreine will be entitled to change the offered (selling) price accordingly.

b. Therefore, the price or fee does not include any levies imposed by the government, and/or other authorities, including fines, insurance premiums etc.

c. Lorreine is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.

d. Lorreine reserves the right to charge travel and or shipping costs.

ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT

a. Unless explicitly agreed on otherwise (in writing), payment of invoices sent by Lorreine must be made within 30 (thirty) days upon invoice date, without deduction of discounts and without any form of compensation.

b. All payments, without deduction or settlement of debt, are to be made at the offices of Lorreine or into a bank or giro account to be designated by Lorreine.

c. Discounts can only be granted upon mutual consultation between Lorreine and the other party. Unless explicitly agreed on otherwise in writing, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

ARTICLE 9: COMPLAINTS

a. Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to Lorreine in writing by registered letter within 8 (eight) days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The other party's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the other party.

b. Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia, Article 6:233, under a, of the Dutch Civil Code (voidness regarding one or multiple stipulations on the grounds of being unreasonably onerous) must also be submitted to Lorreine in writing by registered letter within 8 (eight) days upon taking cognizance of these terms and conditions or the time at which these could reasonably have been taken cognizance of, with the facts to which the complaints are related carefully stated. The right to complain lapses at the moment at which the agreement is brought about. The other party refrains from making an appeal afterwards on the grounds of one or multiple stipulations in these terms and conditions being unreasonably onerous, in so far as the stipulations felt to be unreasonably onerous are not imperatively prescribed by law.

c. If the complaints submitted do not comply with the provisions above, they can no longer be received, and the other party will be deemed to have approved the delivered goods and/or performed services. If in Lorreine's opinion a justified complaint has been submitted, it will have the right to pay to the other party a sum in damages to be decided in mutual consultation, or to

proceed to making a new delivery while keeping the current agreement unchanged, under the other party's obligation to return to Lorreine the incorrect or faulty good(s) delivered carriage paid, at the discretion of Lorreine.

d. Lorreine will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the other party involved has integrally complied with all his existing obligations towards Lorreine, regardless of what these obligations consist of and from whatever agreement they arise.

e. Return shipments insufficiently packed or bearing insufficient postage will be refused by Lorreine. All return shipments from the other party are for their account and risk.

ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION

a. If the other party is or remains in default in any way with respect to complying with its obligations regarding deliveries or activities executed or to be executed by Lorreine previously, or pursuant to other obligations, Lorreine has the right to suspend its obligations towards the other party or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the other party in any way and without prejudice to the rights to which Lorreine is entitled.

Lorreine will also have this right, if the other party is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of Lorreine – these circumstances threaten to occur. All claims Lorreine has on the other party will then be immediately due and payable.

b. If the other party wishes to terminate/cancel the contract(s) that it has entered into with Lorreine, then Lorreine is also entitled to demand fulfilment of the contract(s) entered into; or, at the discretion of Lorreine, the other party will owe termination costs of 100% of the agreed market value or transaction value and, on cancellation, will owe cancellation fees of at least 30% of the market value or the transaction value, all of which also at the sole discretion of Lorreine.

ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

If payment of the invoices sent by Lorreine is not made within 30 (thirty) days after the invoice date, the other party will be deemed to be in default by operation of law and Lorreine will have the right, without further notice of default, to charge the other party interest over the entire amount owed by it from the due date at the statutory overdue interest rate with a minimum of 1% per month or part thereof in the event of an inflation rate below 8% CPI Netherlands, in the event of an higher inflation rate until 14% the interest will be 1.5% per month and in the event of an inflation rate higher than 14%, the interest will be the inflation rate plus 5% on an annual basis, without prejudice to any other rights accruing to Lorreine, including the right to all costs related to collection, judicial as well as extrajudicial, the latter being fixed in advance at 15% of the amount to be collected, with a minimum of EURO 250 (in words; two hundred and fifty euro).

NB: There where the legislator has established by law the extrajudicial collection costs to be passed on to the other party, the other party is held to pay extrajudicial collection costs pursuant to the respective provisions of the law.

ARTICLE 12: RETENTION OF TITLE

a. As long as the other party has not made full payment to Lorreine for goods, parts and installations delivered to him by Lorreine and/or activities executed for him by Lorreine, these goods and/or materials, which are for the other party's account and risk, will remain the undisputed property of Lorreine.

b. If a other party does not comply with any obligation from the agreement with respect to the goods sold and/or activities executed, Lorreine, without any notice of default being required, has the right to take the goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of Lorreine to claim compensation at law or extra judicially for any damage suffered or yet to be suffered by Lorreine, including loss suffered, lost profit, interest, transport costs etc.

c. Lorreine reserves the right to actually retain goods, tools, materials, vehicles, money, negotiable instruments, (financial) documents et cetera which it has obtained from the other party under whatever title, until the other party has fully complied with its financial and other obligations towards Lorreine.

d. For transactions with a other party established in a country where prolonged retention of title applies, Lorreine has the right to declare the prolonged retention of title as it applies in the respective country applicable at any moment of its choosing.

ARTICLE 13: FORCE MAJEURE

a. In the event of force majeure Lorreine is no longer held to comply with its obligations towards the other party. Force majeure includes such events and situations which have a clearly identifiable and direct influence on the company Lorreine, such as, but not limited to, serious interruptions of its production process, war (also outside the Netherlands), riot, epidemic, pandemic, fire, traffic disruption, strike, exclusion, loss or damage during transport, accident or sickness among its staff, import restrictions or other limitations imposed by governments etc. Lorreine will be discharged from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc..

b. In the event of impediments to executing the agreement due to force majeure, Lorreine will be entitled, without judicial intervention, to suspend the execution of the agreement for a period not exceeding six months, or to dissolve the agreement in whole or in part, at the discretion of Lorreine. The other party will receive a written notice of such decision made by Lorreine.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION

a. The Intellectual property rights of all products manufactured by Lorreine (for the benefit of the other party), services provided etc. belong to Lorreine. Use or alternative use of these rights, designs and/or ideas of Lorreine is strictly prohibited, unless Lorreine has granted explicit approval in writing and all conditions stipulated by Lorreine in this respect have been fully complied with.

b. If the other party does not comply with the provisions as set out under 14a, Lorreine will be entitled, without any further notice of default and/or judicial intervention being required, to claim a fine of at least EURO 11.500,00 (in words: eleven thousand five hundred euros) per day or a part thereof as long as this non-compliance continues.

ARTICLE 15: GUARANTEES

a. Lorreine will exclusively grant a guarantee in accordance with the provisions of the guarantee clause, if and insofar such provisions have been delivered together with the products. In such cases, the guarantee will only take effect after the other party has informed Lorreine of his request in writing by registered letter.

b. If a guarantee is provided by Lorreine but if no guarantee clause has been provided, the guarantee term will not exceed 6 (six) months after delivery of the respective goods. The other party will also need to inform Lorreine of his request in writing by registered letter.

c. The guarantee includes repair or replacement of the goods delivered or full or partial credit of the disputed goods, this at the discretion of Lorreine. Outside contingency can never lead to Lorreine being held to provide any guarantee.

d. The goods accepted for repair, whether under guarantee or not, will in all cases remain at the risk of the other party with Lorreine or with a third party engaged by Lorreine for this purpose.

ARTICLE 16: CONSIGNMENTS ON APPROVAL

Only upon prior written confirmation by Lorreine to the other party, the goods delivered by or on behalf of Lorreine can be considered consignments on approval for shows, exhibitions, trade fairs and/or other purposes to be indicated by Lorreine.

These general terms and conditions also fully apply to goods on approval and on consignment.

ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

a. All offers, assignments and contracts to be entered into with Lorreine are governed by Dutch law. Nevertheless, Lorreine is at liberty to be able and entitled to rely at any time on the applicable law of the country in which the other party is established. In such a case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the other party's jurisdiction. If the nature of the transaction(s) so warrants, Lorreine is able and entitled to rely at any time on the Vienna Sales Convention. It is not necessary for Lorreine to notify the other party of its choice in advance.

b. All disputes will be submitted to the District Court of Gelderland that is competent *ratione materiae* or to another competent judicial authority, at the discretion of Lorreine.

c. Any article or sub-article of the present general terms and conditions becoming void, this shall not affect the validity of other articles.

CONCLUDING PROVISIONS:

These terms and conditions have been prepared and filed for the benefit of Lorreine by [De Incassokamer B.V.](#) and have come about under the applicability of its current and future general terms and conditions of sale, delivery and payment, with due observance of Book 6, Title 5 Section 3 of the Dutch Civil Code.

These general terms and conditions are also subject to the © copyright of De Incassokamer B.V.

APPENDIX: GENERAL GUARANTEE CONDITIONS

General:

a.1. Lorreine refers to what it has set out in articles 1.c.1 and 1.c.2 in the main part of these conditions regarding the applicability of the provisions included in this appendix.

b.1. The guarantee covered by this appendix relates to the sinks, taps and related accessories delivered by Lorreine insofar as these items regarding which it states that its guarantee, as referred to herein, applies and insofar as these are not covered by any applicable guarantee conditions of the supplier/manufacturer. For any guarantee of delivered items, which are not covered by the guarantee referred to above, Lorreine refers to the provisions set out by it in article 15, subclause a., in the main part of these conditions.

c.1. The duration of the guarantee granted by Lorreine for the items referred to under b.1. above is 24 (twenty-four) months and 60 (sixty) months for parts of the items referred to under b.1. above, commencing from the date of delivery of the items/parts concerned, as set out on the invoice from Lorreine if applicable, unless the duration is expressly agreed otherwise in writing. The guarantee will automatically expire at the end of the agreed guarantee period.

c.2. When there is no delivery date set out on the invoice, the invoice date will apply as the commencement date of the guarantee period, unless an earlier delivery date can be demonstrable by means of a certificate of posting, in which case the delivery date stated thereon will apply as the commencement date of the guarantee.

d.1. Applications for guarantee from an end-user must be made and settled at all times via the reseller where the items/parts concerned delivered by Lorreine were purchased. If the end-user has purchased the items/parts concerned directly from Lorreine, the end-user can submit the application directly to Lorreine.

e.1. With regard to items/parts delivered under guarantee and not processed by Lorreine, Lorreine will exclusively accept reliance on the guarantee by the other party if the items/parts concerned are returned to Lorreine by the other party and a return request has been made for this purpose within the guarantee period, unless expressly agreed otherwise with Lorreine in writing or instructed otherwise in the manufacturer's guarantee provisions.

e.2. Guarantee applications with regard to the items/parts delivered by Lorreine must be reported in writing within the guarantee period. In the event of an indirect delivery, the end-user must report this in writing via the supplier of the end-user within the guarantee period.

f.1. The other party cannot derive any rights with regard to the granting or non-granting or the acceptance and the manner of settlement of a guarantee application or from the approval of a guarantee application by Lorreine.

g.1. Reliance by and/or on the part of the other party on a guarantee granted by Lorreine will not interrupt the agreed guarantee period. No rights can be derived from a guarantee granted by Lorreine by and/or on the part of the other party for future purchases, comparable or otherwise, even if a guarantee has been and/or is granted to third parties.

h.1. When there is a guarantee granted by Lorreine and the other party relies on that guarantee, it can only be determined by Lorreine after final establishing of the nature of the complaint whether the complaint falls under the applicability of the guarantee for the item/part delivered.

i.1. Lorreine has the right to charge the other party, in addition to any dispatch costs and/or travel expenses to be incurred, the extra investigation/handling costs with a minimum of Euro 75 (seventy-five Euro) per case (or product) it has incurred related to the unjustified reliance by the other party on a guarantee to be granted by Lorreine.

j.1. Insofar as not expressly agreed otherwise between Lorreine and the other party, in the event of a guarantee application to be settled by Lorreine with regard to items/parts, which a manufacturer's guarantee applies to, the other party will arrange transport to Lorreine for the dispatch of the items/parts, regarding which reliance is made on the guarantee and will bear the risk and costs thereof (so-called Carry-in guarantee). The items/parts to be sent by the other party in this respect to Lorreine, must be packaged by the other party watertight, protected against freezing as well as against damage and breakage.

k.1. For a guarantee granted by Lorreine it will only arrange the return transport to the other party of the items/parts regarding which reliance is made on the manufacturer's guarantee. Unless expressly agreed otherwise in writing, Lorreine will in that case only bear the costs of the transport.

l.1. When Lorreine returns items/parts regarding which it has accepted a guarantee application, this will be done to the address of its reseller, or to the specified address of the end-user if this has been expressly agreed in writing.

m.1. The guarantee granted by Lorreine concerns an obligation to use best endeavours and can include repair or replacement in the sense of sending replacement items/parts whereby similar or functionally similar items/parts are permitted, or full or partial crediting of the items/parts concerned, which will be at the discretion of Lorreine.

m.2. By means of providing one of the goods and/or services referred to above under m.1., Lorreine will be fully discharged from its guarantee obligations.

o.1. In the event of justified reliance, Lorreine will never be liable for any damage suffered and/or to be suffered by and/or on the part of the other party; neither in a direct nor an indirect sense.

p.1. The right to the guarantee granted by Lorreine will lapse if, in the opinion of Lorreine, this is based on an spurious application or a suspicion thereof; for example, but not limited to, if:

- Something has been changed, crossed out, removed or made illegible on the invoice.
- The reliance on the guarantee concerns the usual wear and tear.
- When there is damage due to traces of use, (such as, for example, but not limited to, stains, scratches and smudges), falling damage, dents, breakage, cracks, point load, impact damage and damage as a result of use of strong (chemical) agents.
- In the event of leaking taps without filter stop valves.
- If there is damage and/or distortion due to incorrect mounting and/or improper use.
- If there is incorrect, insufficiently conducted maintenance and/or absence of maintenance.
- If there is damage and/or reduced quality due to external contingencies, due to improper and/or non-normal use, such as for example, but not limited to: damage due to sharp objects, applying too high vertical and/or horizontal pressure load, aggressive liquids, exposure to too high and/or too low temperatures.
- There is radiation that results in reduced quality such as, but not limited, to UV radiation.
- There is improper use considering the characteristics of the delivered items/parts.
- The items/parts are or have been installed.
- The items/parts that are sold on by Lorreine to a third party, or otherwise become under the control of a third party.
- The other party is in any manner whatsoever in breach of contract and/or in default vis-à-vis Lorreine.

q.1. Lorreine will not be liable in any manner whatsoever for any form of damage suffered by the other party directly and/or indirectly, including prior damage and damage after expiry, as a result of justifiable reliance on the guarantee and the guarantee provision executed by Lorreine.

r.1. Lorreine will be entitled, but not obliged for this purpose, if it deems this desirable, to have the items/parts, regarding which reliance is made on the guarantee by the other party, tested by the Netherlands Organisation for Applied Scientific Research (Dutch TNO) or another expert authority to be chosen at its sole discretion, at the expense of the party found against.

s.1. Lorreine will be entitled, at its sole discretion, to choose the manner in which and with which materials and tools it grants the guarantee to the other party when dealing with the guarantee and/or resolving the complaint concerned.

s.2. Lorreine will be entitled to use other materials and products when the materials and/or products it originally used are no longer available/deliverable and/or not applicable or not applicable properly.

s.3. Lorreine will be entitled, instead of conducting repair under the guarantee, to compensate the other party financially, taking thereby into account the extent of the complaint under the guarantee related to the extent of the items/parts originally delivered by Lorreine and the outstanding lifespan of the guarantee.

s.4. The other party cannot influence the manner and type of guarantee to be granted/granted by Lorreine.

t.1. Lorreine has the right, if the other party does not take back or does not wish to take back the items/parts sent by it and/or on its behalf to Lorreine for the purpose of guarantee provision after the expiry of 14 days after the refusal or notification thereof, to dispose of these items/parts, to destroy these or have these destroyed at the expense of the other party. Lorreine will be entitled to charge the costs thereof, including personal expenses and with a minimum of Euro 50,00 to the other party.

u.1. The other party will be obliged, on first request, to provide Lorreine with full cooperation to the conducting of repair under the guarantee.

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