

General Terms and Conditions | nC Surface Technology B.V.

Table of contents

Art. 1. Definitions.....	2
Art. 2. Applicability.....	2
Art. 3. Offers and Quotations.....	2
Art. 4. Acceptance.....	2
Art. 5. Prices.....	2
Art. 6. Payments and Payment Terms.....	2
Art. 7. Consequences of Late Payment.....	3
Art. 8. Set-off.....	3
Art. 9. Delivery and Transfer of Risk.....	3
Art. 10. Delivery Time.....	3
Art. 11. Actual Delivery.....	3
Art. 12. Transport Costs.....	4
Art. 13. Packaging and Shipping.....	4
Art. 14. Storage.....	4
Art. 15. Retention of Title.....	4
Art. 16. Installation and Assembly.....	5
Art. 17. Insurance.....	5
Art. 18. Warranty.....	5
Art. 19. Performance of the Agreement.....	6
Art. 20. Information Provided by the Customer.....	6
Art. 21. Intellectual Property.....	7
Art. 22. Right of Retention.....	7
Art. 23. Confidentiality.....	7
Art. 24. Penalty Clause.....	8
Art. 25. Indemnification.....	8
Art. 26. Complaints.....	8
Art. 27. Notice of Default.....	8
Art. 28. Liability of the Customer.....	9
Art. 29. Liability of nC Protect.....	9
Art. 30. Expiration of Claims.....	9
Art. 31. Termination.....	9
Art. 32. Force Majeure.....	10
Art. 33. Images and Descriptions.....	10
Art. 34. Amendments to the Agreement.....	10
Art. 35. Amendment of General Terms and Conditions.....	10
Art. 36. Transfer of Rights.....	11
Art. 37. Consequences of Invalidity or Voidability.....	11
Art. 38. Governing Law and Jurisdiction.....	11

Art. 1. Definitions

- 1.1. nC Protect: Refers to nC Surface Technology B.V., based in Wormerveer, registered with the Dutch Chamber of Commerce under number 63741342.
- 1.2. Customer: Any legal entity or individual acting in the course of a profession or business that enters into an agreement with nC Protect.
- 1.3. Agreement: Any arrangement between nC Protect and the Customer concerning the supply of products and/or services by nC Protect.
- 1.4. Parties: Refers to nC Protect and the Customer collectively.

Art. 2. Applicability

- 2.1. These general terms and conditions apply to all offers, quotations, agreements, deliveries, and other legal relationships between nC Protect and the Customer, unless otherwise agreed upon in writing.
- 2.2. Any purchase or other conditions provided by the Customer are explicitly rejected and do not form part of the agreement.
- 2.3. Deviations from these terms are valid only if agreed upon in writing.

Art. 3. Offers and Quotations

- 3.1. All offers and quotations by nC Protect are non-binding unless explicitly stated otherwise in writing.
- 3.2. An offer or quotation is valid for the period stated therein. If no period is specified, the validity is 30 days from the date of the quotation.
- 3.3. Offers and quotations do not apply to repeat orders unless explicitly agreed upon in writing.
- 3.4. Apparent errors or mistakes in an offer or quotation do not bind nC Protect.

Art. 4. Acceptance

- 4.1. An offer or quotation issued by nC Protect is non-binding unless explicitly stated otherwise. A non-binding offer may be withdrawn by nC Protect within 3 days of receiving written or electronic acceptance by the Customer. Withdrawal will be communicated in writing or electronically. No rights can be derived from a withdrawn offer.
- 4.2. An agreement is established when the Customer accepts a quotation or offer from nC Protect in writing or electronically, or when nC Protect confirms the order in writing.
- 4.3. Oral commitments or agreements bind nC Protect only if confirmed in writing.

Art. 5. Prices

- 5.1. All prices are in euros, exclusive of VAT and additional costs such as administrative or shipping fees, unless otherwise agreed in writing.
- 5.2. Price changes may be implemented by nC Protect and take effect upon written notification to the Customer.
- 5.3. Price changes are communicated at least 14 days before their effective date, unless stated otherwise in writing.
- 5.4. For services provided by nC Protect, a total amount as an indicative price is agreed upon unless stated otherwise in writing.
- 5.5. Deviations of up to 10% from the indicative price are permissible if unforeseen costs necessitate it. These deviations will be communicated in writing to the Customer.
- 5.6. If a price increase exceeds 10% and occurs within three months of the agreement's conclusion, the Customer has the right to terminate the agreement, unless the increase is due to statutory regulations, market fluctuations, or other external factors beyond nC Protect's control.
- 5.7. Annual price adjustments may occur due to factors such as inflation or rising raw material costs. These adjustments will be communicated in writing before their implementation.

Art. 6. Payments and Payment Terms

- 6.1. Invoices must be paid within 30 days of the invoice date, unless otherwise agreed in writing.
- 6.2. Payment deadlines are strict. If the Customer fails to pay on time, they are in default without further notice of default being required.

- 6.3. nC Protect reserves the right to make delivery conditional upon partial or full prepayment or the provision of security.

Art. 7. Consequences of Late Payment

- 7.1. If the Customer fails to pay within the agreed term, nC Protect may charge statutory interest for business transactions from the day the Customer is in default. A part of a month is treated as a full month.
- 7.2. If the Customer is in default, they must also reimburse extrajudicial collection costs and any damages incurred by nC Protect. These costs are calculated in accordance with the Dutch Extrajudicial Collection Costs Decree.
- 7.3. If the Customer is in default, nC Protect has the right to suspend further deliveries or obligations until full payment is made.
- 7.4. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the Customer, all claims of nC Protect against the Customer become immediately due and payable.
- 7.5. If the Customer refuses to cooperate with the execution of the agreement, they remain obligated to pay the agreed price.

Art. 8. Set-off

- 8.1. The Customer waives their right to offset any debt owed to nC Protect against a claim on nC Protect.

Art. 9. Delivery and Transfer of Risk

- 9.1. Delivery takes place at the agreed address and time unless otherwise agreed in writing. If no specific arrangements are made, delivery is in accordance with nC Protect's standard terms.
- 9.2. Delivery times are indicative and do not constitute binding deadlines unless explicitly agreed upon in writing as final. If a delay is expected, nC Protect will inform the Customer promptly and take reasonable measures to minimize the delay's impact.
- 9.3. The risk of loss or damage to products transfers to the Customer upon delivery. Delivery is deemed to occur when the products are physically handed over to the Customer or a third party designated by the Customer or upon transfer to a carrier at the Customer's request.
- 9.4. If the Customer does not pay the agreed amounts on time, nC Protect reserves the right to suspend its obligations until full payment is received. Suspension does not affect nC Protect's right to claim damages or terminate the agreement.
- 9.5. If the Customer delays payment, they cannot hold nC Protect responsible for delayed delivery and are liable for additional costs or damages resulting from the delay.

Art. 10. Delivery Time

- 10.1. Delivery times are indicative and cannot be considered final deadlines unless otherwise agreed in writing. If a delay is expected, nC Protect will notify the Customer in writing and make reasonable efforts to find a solution.
- 10.2. The delivery time commences once the Customer's signed agreement has been confirmed in writing by nC Protect and all conditions for execution, such as prepayments, have been met.
- 10.3. The Customer cannot claim damages or terminate the agreement if nC Protect delivers later than the indicative delivery date unless explicitly agreed otherwise in writing.
- 10.4. The Customer may terminate the agreement in writing if nC Protect is unable to deliver within 14 days of the agreed delivery date, provided the Customer has given written notice and nC Protect has not fulfilled the obligation within the additional time. In such cases, nC Protect is only obligated to refund amounts already paid for undelivered products or services.
- 10.5. Delays caused by circumstances beyond nC Protect's control, such as force majeure or the Customer's actions, do not entitle the Customer to damages or termination.

Art. 11. Actual Delivery

- 11.1. The Customer is responsible for ensuring all necessary conditions are in place for the actual delivery of the ordered products at the agreed address and time. This includes:

- 11.1.1. Ensuring access to the delivery location;
- 11.1.2. Providing personnel or equipment if required to receive the products;
- 11.1.3. Fulfilling any prior obligations, such as payments or prepayments.
- 11.2. If the Customer does not meet these requirements, nC Protect may:
 - 11.2.1. Suspend delivery until the requirements are met; or
 - 11.2.2. Charge additional costs, such as storage or redelivery fees, to the Customer.
- 11.3. The risk of loss or damage to products transfers to the Customer at the agreed delivery time, even if the Customer is unable to take delivery.

Art. 12. Transport Costs

- 12.1. The Customer is responsible for transport costs unless otherwise agreed in writing.
- 12.2. If transport costs increase significantly due to unforeseen circumstances, nC Protect will inform the Customer promptly. The Customer must pay the additional costs unless they result from nC Protect's negligence.
- 12.3. The risk of loss or damage during transport transfers to the Customer once the products are handed over to the carrier unless nC Protect handles transport. In such cases, the risk remains with nC Protect until delivery to the Customer.

Art. 13. Packaging and Shipping

- 13.1. If the packaging of a delivered product is visibly opened or damaged, the Customer must have the carrier make a note of this on the transport document before accepting the product. Failure to do so may invalidate the Customer's right to hold nC Protect liable for damage caused by visible defects.
- 13.2. If the Customer arranges transport, they must inspect and report any visible damage to products or packaging before shipment to nC Protect. Failure to do so absolves nC Protect of liability for such damages.
- 13.3. "Visible damage" includes any damage to packaging or products that is immediately noticeable upon visual inspection.
- 13.4. Claims for damages may be denied if the above obligations are not met unless the Customer proves that the damage was caused by nC Protect's gross negligence.

Art. 14. Storage

- 14.1. If the Customer fails to take delivery of the products on the agreed date, the risk of loss, damage, or deterioration transfers to the Customer once the products are ready for delivery.
- 14.2. At its discretion, nC Protect may store the products for a reasonable period. The Customer is responsible for storage costs, including insurance and additional transport costs.
- 14.3. If the Customer does not take delivery within a reasonable time (e.g., 30 days), nC Protect reserves the right to sell or dispose of the products without compensation to the Customer. Any losses or costs incurred will be charged to the Customer.
- 14.4. nC Protect is not liable for quality deterioration caused by prolonged storage unless due to gross negligence.
- 14.5. Any early pick-up of products by the Customer is only possible with the written consent of nC Protect and may incur additional costs.

Art. 15. Retention of Title

- 15.1. nC Protect retains ownership of all delivered products until the Customer has fully satisfied all payment obligations arising from the underlying agreement, including claims due to non-performance and any additional costs such as interest and compensation. This retention of title also applies in the case of partial payments.
- 15.2. Until ownership transfers to the Customer:
 - 15.2.1. The Customer may not pledge, sell, transfer, or otherwise encumber the products.
 - 15.2.2. The Customer is required to handle the products with care and adequately insure them against damage, loss, or theft.
- 15.3. If the Customer is in default of payment, nC Protect may invoke its retention of title at any time through written or electronic notification. In such cases, the Customer is obligated to immediately return the

relevant products to a location specified by nC Protect unless otherwise agreed in writing. All costs associated with the return or retrieval of the products, including transport and storage costs, are borne by the Customer.

- 15.4. If nC Protect invokes its retention of title and reclaims the products, it retains the right to claim compensation for damages, lost profits, and interest. The agreement will only be dissolved after nC Protect provides written notice.
- 15.5. The right of reclamation grants nC Protect the authority to reclaim products if the Customer is in default of payment. Upon being notified in writing or electronically of the invocation of this right, the Customer is obligated to return the products within 7 days or make them available for collection by nC Protect.
- 15.6. Until ownership transfers to the Customer, the risk of loss, damage, or depreciation of the products, regardless of the cause, rests with the Customer.

Art. 16. Installation and Assembly

- 16.1. nC Protect endeavors to perform all installation and/or assembly work in accordance with the standards of good workmanship and the agreed specifications.
- 16.2. nC Protect is not liable for any damage arising from installation and/or assembly work unless such damage is the result of intent, gross negligence, or misconduct by nC Protect.
- 16.3. In all cases, the liability of nC Protect is limited to direct damages and to an amount equal to the invoice value of the relevant work, unless intent or gross negligence is involved.
- 16.4. The Customer is responsible for providing a safe and suitable work environment for the execution of installation and/or assembly work. Any additional costs or delays resulting from deficiencies in the work environment are the responsibility of the Customer.
- 16.5. Damage or defects arising from materials, instructions provided by the Customer, or the Customer's failure to comply with instructions from nC Protect are entirely the responsibility of the Customer.

Art. 17. Insurance

- 17.1. The Customer is required to adequately insure and keep insured, at their own expense, the following items against risks such as fire, explosion, water damage, and theft:
 - 17.1.1. All delivered goods necessary for the execution of the underlying agreement;
 - 17.1.2. Property of nC Protect that is in the possession of the Customer;
 - 17.1.3. Goods delivered under retention of title.
- 17.2. The Customer must, upon the first request of nC Protect, provide a copy of the policy for the required insurances within 7 working days of the request. Failure to do so entitles nC Protect to take additional measures, including the suspension of deliveries.
- 17.3. The Customer is required to take out a Construction All Risks (CAR) insurance policy if the nature of the work or delivery reasonably necessitates it, unless otherwise agreed in writing.
- 17.4. The Customer cannot claim compensation for damages that should have been covered by an insurance policy, unless:
 - 17.4.1. The damage is the result of intent or gross negligence by nC Protect; or
 - 17.4.2. Otherwise agreed upon in writing.
- 17.5. If the Customer fails to take out the required insurances, nC Protect is not liable for any damage resulting from this omission. The Customer indemnifies nC Protect against all third-party claims related to such failure.

Art. 18. Warranty

- 18.1. Services: If the agreement involves the provision of services, nC Protect is only obligated to make its best efforts. This means that nC Protect will perform the agreed work to the best of its ability and in accordance with professional standards. No guarantee of specific results is provided unless explicitly agreed upon in writing.
- 18.2. Products: nC Protect guarantees that the delivered products meet the agreed specifications and are free from material and manufacturing defects at the time of delivery. The Customer is responsible for the proper storage, handling, and application of the products in accordance with the instructions and technical specifications provided by nC Protect.
- 18.3. The warranty for delivered products and services does not apply in the following cases:

- 18.3.1. Normal wear and tear of the coating, including wear caused by use, exposure to weather, or chemical influences;
 - 18.3.2. Damage resulting from improper application, handling, or storage by the Customer or third parties;
 - 18.3.3. Damage caused by modifications or repairs not performed by or on behalf of nC Protect;
 - 18.3.4. Improper substrates or insufficient preparation of substrates unless otherwise agreed upon in writing;
 - 18.3.5. Failure by the Customer to follow maintenance instructions or conduct regular inspections;
 - 18.3.6. Situations where the defect's cause cannot be conclusively attributed to the products or services provided by nC Protect.
- 18.4. If a coating product or service is found to be defective and this can reasonably be attributed to nC Protect, nC Protect will, at its sole discretion:
- 18.4.1. Repair the coating free of charge;
 - 18.4.2. Reapply the defective coating; or
 - 18.4.3. Credit a portion of the agreed fee proportional to the defective part of the performance.
- 18.5. The total liability of nC Protect for any damages arising out of or in connection with the agreement, shall be limited to a maximum amount equal to the invoice value of the coating products delivered. All liability for indirect or consequential damages, including but not limited to damage to the treated objects, is expressly excluded, unless the damage results from intent or gross negligence on the part of nC Protect.
- 18.6. The Customer is required to inspect delivered products and services immediately upon delivery. Any defects must be reported to nC Protect in writing within 5 working days of discovery. Failure to report within this period will void any warranty claims.
- 18.7. The risk of loss, damage, or defects in delivered products transfers to the Customer upon delivery or when the products come into the possession of the Customer or a third party designated by the Customer.
- 18.8. Except as explicitly stated in this provision, all other warranties, whether express or implied, are excluded unless otherwise agreed in writing.

Art. 19. Performance of the Agreement

- 19.1. nC Protect will execute the agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. Unless otherwise agreed in writing, nC Protect does not guarantee specific results.
- 19.2. nC Protect is entitled to outsource the execution of (parts of) the agreed services to third parties.
- 19.3. The execution of the agreement will only commence after the Customer has provided written approval of the order and specifications and has paid any agreed-upon advance payment at least 14 days before the start of the work. If payment is not made on time, nC Protect reserves the right to suspend execution.
- 19.4. The Customer must ensure that nC Protect can commence execution of the agreement on time by providing, if applicable, access to the worksite, all necessary information, materials, or resources required for execution, and by promptly notifying nC Protect of any obstacles or limitations.
- 19.5. If the Customer fails to ensure that nC Protect can commence execution on time, nC Protect has the right to:
 - 19.5.1. Suspend the execution of the agreement until the requirements are met;
 - 19.5.2. Charge additional costs, such as storage, transport, or downtime costs, to the Customer; and
 - 19.5.3. Adjust the delivery schedule if the original timeline is no longer feasible.

Art. 20. Information Provided by the Customer

- 20.1. The Customer is required to provide all information, data, and documents necessary for the proper execution of the agreement in a timely, complete, and accurate manner and in the form specified by nC Protect.
- 20.2. The Customer guarantees the accuracy and completeness of the information and documents provided, even if these originate from third parties, unless otherwise agreed in writing or dictated by the nature of the agreement.

- 20.3. At the written request of the Customer, nC Protect will return the provided documents, provided they are not required for execution or legal compliance. Any costs associated with the return are borne by the Customer unless otherwise agreed.
- 20.4. If the Customer fails to provide the information, data, or documents reasonably requested by nC Protect in a timely, accurate, or complete manner, resulting in delays or additional work, nC Protect has the right to:
- 20.4.1. Suspend the execution of the agreement until the Customer fulfills the information obligation;
 - 20.4.2. Charge additional costs, such as administrative or storage fees, and additional labor hours to the Customer.
- 20.5. nC Protect is not liable for any damage resulting from incorrect, incomplete, or delayed information provided by the Customer, except in cases of intent or gross negligence by nC Protect.

Art. 21. Intellectual Property

- 21.1. nC Protect retains all intellectual property rights to designs, drawings, documents, data carriers, quotations, images, sketches, models, prototypes, and chemical coating products, including formulas, compositions, and production methods, developed by or on behalf of nC Protect. This also applies to materials or products developed in collaboration with the Customer, unless explicitly agreed otherwise in writing.
- 21.2. The Customer may not use, copy, analyze, disclose, show to third parties, make available, or otherwise exploit the intellectual property rights of nC Protect without prior written consent. This prohibition specifically applies to:
- 21.2.1. Conducting chemical analyses or reverse engineering of coating products;
 - 21.2.2. Using the products for purposes other than those agreed upon with nC Protect.
- 21.3. The Customer is obligated to maintain confidentiality regarding all information about the chemical products and other confidential data of nC Protect that become known during the execution of the agreement, unless otherwise agreed in writing.
- 21.4. In the event of a breach of these provisions, nC Protect is entitled to:
- 21.4.1. Immediately demand the return of the relevant products or materials;
 - 21.4.2. Claim compensation for damages incurred, including lost profits and legal costs; and
 - 21.4.3. Suspend or terminate the agreement.
- 21.5. All intellectual property rights remain the exclusive property of nC Protect at all times, regardless of whether the Customer has paid any compensation for their use, unless explicitly agreed otherwise in writing.

Art. 22. Right of Retention

- 22.1. nC Protect has the right to retain products or items belonging to the Customer that are in its possession until the Customer has fully paid all outstanding invoices, including claims arising from previous agreements, unless the Customer has provided adequate security for these costs.
- 22.2. The exercise of the right of retention does not release the Customer from the obligation to settle outstanding invoices. During the period in which the right of retention is exercised, nC Protect is entitled to charge reasonable costs for the storage or management of the retained products.
- 22.3. nC Protect is not liable for any damages the Customer may incur as a result of the exercise of the right of retention, unless such damages are caused by intent or gross negligence on the part of nC Protect.

Art. 23. Confidentiality

- 23.1. The Customer is obligated to keep strictly confidential all information, in any form, that they receive from nC Protect or gain access to. This also applies to information about nC Protect that the Customer knows or reasonably should know is confidential, or that the Customer can reasonably expect to cause harm to nC Protect if disclosed.
- 23.2. The Customer must take all reasonable measures to ensure that the confidential information remains protected and inaccessible to third parties unless nC Protect has given prior written consent. This obligation extends to employees and other third parties engaged by the Customer who have access to the information.
- 23.3. The confidentiality obligation does not apply to information:

- 23.3.1. That was publicly available at the time the Customer received it or subsequently became public without a breach of this confidentiality obligation;
 - 23.3.2. That the Customer is required to disclose under a legal obligation, provided the Customer informs nC Protect in writing prior to disclosure and allows nC Protect to take appropriate measures to protect its interests.
- 23.4. The confidentiality obligation described in this article remains in effect for the duration of the agreement and for a period of three years after its termination. For business-sensitive information, including but not limited to formulas, processes, and other confidential data of nC Protect, or any other information explicitly designated as such by nC Protect, the confidentiality obligation remains in effect indefinitely unless otherwise agreed in writing.

Art. 24. Penalty Clause

- 24.1. If the Customer breaches the article on confidentiality or intellectual property, the Customer owes nC Protect an immediately payable penalty of €25,000 per violation.
- 24.2. In addition, the Customer owes 10% of the applicable penalty per day that the violation continues, starting from the day the violation is established until it is resolved.
- 24.3. The penalty becomes immediately due and payable without the requirement of a prior notice of default or judicial intervention. nC Protect's right to impose the penalty is independent of its right to claim damages. If the actual damage exceeds the penalty amount, nC Protect reserves the right to claim additional compensation.
- 24.4. The combined amount of the penalty and any damages must not result in an unreasonable benefit for nC Protect.

Art. 25. Indemnification

- 25.1. The Customer indemnifies nC Protect against all third-party claims arising from or related to the products and/or services provided by nC Protect, unless such claims are the direct result of intent or gross negligence by nC Protect.
- 25.2. The indemnification includes, but is not limited to, claims for damages, losses, fines, and costs (including reasonable legal fees) resulting from:
 - 25.2.1. Improper use, application, or storage of the delivered products or services by the Customer or third parties;
 - 25.2.2. Failure by the Customer or third parties to comply with instructions, guidelines, or legal regulations pertaining to the products or services;
 - 25.2.3. Acts or omissions by the Customer or third parties for which the Customer is responsible.
- 25.3. If nC Protect is confronted with claims from third parties, the Customer is obligated, upon first request, to assist nC Protect in the legal or extrajudicial resolution of such claims and to reimburse all reasonable costs and damages arising from them.

Art. 26. Complaints

- 26.1. The Customer is required to inspect any product delivered or service performed by nC Protect immediately upon delivery or completion to identify potential shortcomings. If a delivered product or service does not meet the Customer's reasonable expectations, the Customer must notify nC Protect in writing within one month of discovering the shortcoming.
- 26.2. The notification must include a detailed description of the shortcoming to enable nC Protect to respond appropriately. The Customer must provide evidence that the complaint relates to an agreement between the Customer and nC Protect.
- 26.3. Complaints must be submitted in writing, after which nC Protect will respond within 14 days of receipt, either with a substantive response or an acknowledgment of receipt and an estimated timeline for further handling.
- 26.4. A complaint about ongoing work does not suspend the execution of the agreement. The Customer cannot demand additional work that deviates from the original agreement unless otherwise agreed in writing.

Art. 27. Notice of Default

- 27.1. The Customer must submit any notice of default to nC Protect in writing, including a clear and detailed description of the shortcoming and a reasonable timeframe for nC Protect to address the issue.
- 27.2. The Customer is responsible for submitting the notice of default in a timely manner and assumes the risk of delivery. To avoid disputes, the notice of default should be sent using a method that provides proof of receipt by nC Protect, such as registered mail or email with a delivery confirmation.
- 27.3. A notice of default is only valid if it is received by nC Protect, and nC Protect has been given the opportunity to resolve the issue within the specified timeframe.

Art. 28. Liability of the Customer

- 28.1. If nC Protect enters into an agreement with multiple Customers, each Customer is jointly and severally liable for the full performance of all obligations arising from that agreement, including payment obligations, damage claims, and other contractual commitments.
- 28.2. Joint and several liability remain in effect until all obligations under the agreement have been fully met. This liability applies solely to the specific agreement to which this provision relates unless otherwise agreed in writing.
- 28.3. If nC Protect has a claim against one of the Customers, nC Protect reserves the right to recover the full claim from any of the jointly and severally liable parties at its discretion, without being required to divide the claim among the parties.

Art. 29. Liability of nC Protect

- 29.1. nC Protect is only liable for damages resulting from intent or willful recklessness. All other forms of fault are excluded.
- 29.2. nC Protect is not liable for labor, removal, or application costs. All liability for indirect or consequential damages (including, but not limited to: loss of profit, environmental damage, cleanup costs) and claims from third parties is expressly excluded. The Customer shall indemnify nC Protect against such third-party claims.
- 29.3. The total liability of nC Protect is, in all cases, limited to the net invoice value of the coating products paid by the Customer under the relevant agreement or, if lower, the amount covered and paid out by nC Protect's liability insurance.

Art. 30. Expiration of Claims

- 30.1. Any right of the Customer to claim compensation from nC Protect expires 12 months after the date on which the Customer became aware, or reasonably should have become aware, of the event from which nC Protect's liability directly or indirectly arises.
- 30.2. This expiration period does not affect the Customer's obligation to notify nC Protect of a defect within a reasonable time after its discovery, as stipulated in Article 6:89 of the Dutch Civil Code. If the Customer fails to notify nC Protect in time, the right to claim compensation lapses in accordance with Article 6:89 BW.

Art. 31. Termination

- 31.1. The Customer has the right to terminate the agreement in writing if nC Protect is culpably in breach of its obligations, unless the breach, due to its particular nature or minor significance, does not justify termination.
- 31.2. If performance by nC Protect is still possible, termination may only occur after nC Protect has been declared in default. Default occurs when nC Protect fails to fulfill its obligations within a reasonable period after receiving a written notice of default from the Customer.
- 31.3. nC Protect has the right to terminate the agreement in writing if the Customer fails to fully or timely meet their obligations under the agreement. Termination is also permitted if nC Protect has valid reasons to believe that the Customer will not meet their obligations, such as:
 - 31.3.1. Persistent payment arrears;
 - 31.3.2. Filing for suspension of payment or bankruptcy by the Customer;
 - 31.3.3. Other circumstances indicating the Customer's inability to fulfill their obligations.

- 31.4. Upon termination of the agreement, the Customer's payment obligations for products or services already delivered remain unaffected. nC Protect reserves the right to claim compensation if termination occurs due to a culpable breach by the Customer.

Art. 32. Force Majeure

- 32.1. In addition to Article 6:75 of the Dutch Civil Code, a failure by nC Protect to meet its obligations cannot be attributed to nC Protect if it results from force majeure. Force majeure includes any event or circumstance beyond the reasonable control of nC Protect that renders the performance of its obligations impossible or impractical in whole or in part. This includes, but is not limited to:
- 32.1.1. Emergencies such as civil wars, natural disasters, or pandemics;
 - 32.1.2. Non-performance or force majeure by suppliers, carriers, or other third parties involved;
 - 32.1.3. Power outages, internet or telecommunications failures, including cyberattacks and computer viruses;
 - 32.1.4. Strikes, government actions, or work stoppages;
 - 32.1.5. Transportation disruptions, severe weather, or other logistical disturbances.
- 32.2. If a force majeure situation prevents nC Protect from fulfilling one or more obligations, those obligations are suspended until nC Protect can resume compliance.
- 32.3. If the force majeure situation lasts longer than 30 calendar days, both the Customer and nC Protect have the right to terminate the agreement in whole or in part by written notice, without any obligation to pay damages. Termination only applies to the obligations that cannot be fulfilled due to the force majeure.
- 32.4. nC Protect is not liable for any direct or indirect damages in the event of force majeure and is not obligated to pay compensation, even if nC Protect benefits from the situation.
- 32.5. If nC Protect is found liable for damages, this liability is limited to the amount paid out under its professional liability insurance. If no insurance has been taken out or no amount is paid out, liability is limited to the invoice amount related to the liability.

Art. 33. Images and Descriptions

- 33.1. All images, photos, colors, drawings, and descriptions on the website or in a catalog are for illustrative purposes only. No rights can be derived from them, and they do not constitute grounds for compensation, termination, or suspension of the agreement.

Art. 34. Amendments to the Agreement

- 34.1. If, during the execution of an agreement, it becomes necessary to amend or supplement the agreed terms, the Customer and nC Protect will consult each other. Any amendments to the agreement will only take effect if documented in writing and signed by both parties, unless otherwise agreed in writing.
- 34.2. Amendments to the agreement may affect execution, scheduling, and/or costs. nC Protect will inform the Customer in a timely manner of these consequences. The Customer is deemed to agree unless they submit a written objection within 5 working days of receiving the written confirmation of the amendments.
- 34.3. If an amendment to the agreement results from circumstances attributable to the Customer, nC Protect reserves the right to charge any additional costs to the Customer.

Art. 35. Amendment of General Terms and Conditions

- 35.1. nC Protect reserves the right to unilaterally amend these general terms and conditions. Minor changes may be implemented by nC Protect without prior notice.
- 35.2. In the event of significant amendments, nC Protect will inform the Customer in writing in advance. The amended general terms and conditions shall apply to new agreements as of the effective date of the changes. For existing agreements, the amended terms shall only take effect upon the Customer's written consent, unless the changes are legally required.
- 35.3. The Customer may object to the amendments in writing within 14 days of receiving the notice. If no objection is made within this period, the changes will be deemed accepted. In case of an objection, nC Protect reserves the right to terminate the agreement with a reasonable notice period.

Art. 36. Transfer of Rights

- 36.1. The Customer may not transfer any rights or obligations arising from an agreement with nC Protect to third parties without prior written consent from nC Protect.
- 36.2. This provision has in rem effect within the meaning of Article 3:83(2) of the Dutch Civil Code. nC Protect reserves the right to withhold consent without providing reasons.

Art. 37. Consequences of Invalidity or Voidability

- 37.1. If one or more provisions of these general terms and conditions are deemed invalid or voidable, the remaining provisions will remain fully effective.
- 37.2. Any invalid or voidable provision will be replaced by a provision that, within the limits of the law, most closely reflects the intent and purpose of the original provision. nC Protect will determine the replacement provision, taking into account the reasonable interests of the Customer.

Art. 38. Governing Law and Jurisdiction

- 38.1. These general terms and conditions, as well as any underlying agreement between the Customer and nC Protect, are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded unless otherwise agreed in writing.
- 38.2. Disputes arising from or related to these general terms and conditions or the underlying agreement will be submitted exclusively to the competent court in the district where nC Protect is established, unless mandatory provisions of law dictate otherwise.