

20-YEAR PRODUCT WARRANTY

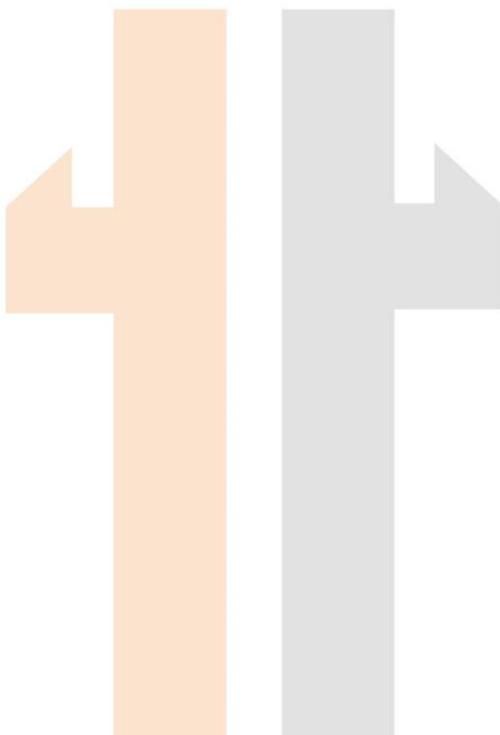
TELLURIA nv guarantees, for a period of 20 years, the corrosion resistance of the Eleganto it sells, provided and to the extent that it is placed and treated in accordance with the manufacturer's guidelines (see 'Before you start' on www.telluria.eu) and local regulations, in conformity with the warranty conditions listed below and the General Terms and Conditions of Sale of TELLURIA nv, which the customer acknowledges to have read and accepted.

On behalf of TELLURIA nv

Stamp



TELLURIA NV | BE 0461.906.179
Michielenweg 5 | info@telluria.eu
3700 TONGEREN | www.telluria.eu



Warranty conditions

1. This warranty applies provided that the instructions and application modalities related to installation and maintenance are respected.
The warranty is degressive at 1/20 per year.
2. Only in the case of corrosion on more than 5% of the total surface.
3. The warranty formula only applies provided that a hidden defect is the cause of the damage found. All causes that cannot be related to these terms and conditions are excluded from warranty. Are also excluded: all damage caused by:
 - *The effects of acid rain and/or atmospherically aggressive or abnormal biting substances;
 - *The growth of organic compounds;
 - *Natural disasters and all forms of major strength;
 - *Transport damage (the carrier is liable for this - please report it immediately)
 - *The consequences of drilling or grinding the material.
 - *Common assembly errors by a team other than an authorized Telluria assembly team
 - *Foundation faults, eg insufficient water drainage in the floor profile area
 - *Unsuitable installation site and/or missing or incorrect anchoring
 - *Paint damage and scratches that were not immediately repaired
 - *Maintenance errors (eg cylinder lock and hinges not oiled/greased)
4. In coastal areas, the warranty applies only to products installed more than 5 km away from the sea.
5. The warranty is only valid on condition that all amounts owed to TELLURIA nv have been paid in full.
6. This warranty can only be invoked by registered letter to TELLURIA nv, with accurate description of the defect as described above. In addition, the customer must take the material to the workshop at his own expense, or to a workshop approved by TELLURIA nv. TELLURIA nv reserves the right to investigate itself any claim regarding the quality, without this entailing an admission of guilt.
7. This warranty consists exclusively of and is limited to, at TELLURIA's option, (1) the simple replacement, by delivery, of the defective material, without installation by TELLURIA nv or without any additional compensation being due, or (2) the payment of compensation for proven direct damage, but limited to a maximum of the invoice amount to which the defective goods relate. TELLURIA nv can under no circumstances be held liable if the product meets the corresponding product specifications. Any defects must be reported to TELLURIA nv in writing and justified within 10 working days after their discovery.
Late and unmotivated notifications remain unanswered. TELLURIA is only liable in the event of attributable serious or intentional error and its liability is limited to the direct damage amounting to a maximum of the invoice amount. Under no circumstances is TELLURIA liable for any form of indirect damage, including loss of profit, damage due to cessation of work or any other form of consequential damage. This applies without prejudice to the mandatory legal provisions on product liability.
8. No deviation from this warranty certificate is valid without the written confirmation of TELLURIA nv.
9. In case of disagreement, only the courts of Hasselt (Belgium) have jurisdiction.
10. This guarantee certificate is governed by Belgian law, to the exclusion of the Vienna Sales Convention. The applicability of Art. 1162 and 1602, al. 2 OBW is excluded.
11. If the customer is a consumer within the meaning of Article I.1 of the Code of Economic Law, the provisions of the current guarantee certificate apply to the extent that they do not conflict with the applicable provisions of mandatory law.

Terms of sales

Article 1: Definitions

'TELLURIA' means TELLURIA NV, with company seat at 3700 Tongeren, Michielenweg 5 and with company number 0461.906.179;
'Customer' means any natural or (public or non-public) legal entity that places an order with TELLURIA.
'Customer-Consumer' means the Customer - natural person who only and exclusively for private purposes, a (potential) customer of TELLURIA's goods is.

Article 2: General

These general terms and conditions of sale apply to any agreement concluded between TELLURIA and the Customer, as well as to all elements that follow. The Customer declares to know and understand the meaning of all technical concepts contained in these general terms and conditions, any additions to them and in the quotation.

The Customer acknowledges having taken note of the general terms and conditions and explicitly accepts them when placing an order. Unless otherwise agreed in writing, the applicability of these general terms and conditions excludes that of the Customer or any other counterparty, even if the terms and conditions of the Customer and/or each counterparty contain a similar provision.

Article 3: Acceptance of order

The agreement arises on the date of the written order confirmation by TELLURIA of the order placed by the Customer. Therefore, the Customer can only claim the goods stated in the written order confirmation. Goods and accessories not stated on the order confirmation must be the subject of an additional order and will only be delivered for an additional fee. If TELLURIA's order confirmation contains deviations from these general terms and conditions, the deviations from the order confirmation take precedence over these general terms and conditions. If the written preference would be given to the general terms and conditions of purchase of the Customer, these general terms and conditions of sale apply additionally.

Article 4: The price

Unless otherwise indicated, the prices are ex works (Ex Works – Incoterms 2020). The prices are exclusive of VAT and all other taxes, costs, contributions, insurance contributions regardless of their nature. TELLURIA reserves the right to increase the price in the event of exchange rates, the increase in factory prices, the increase in the tariffs of suppliers and/or carriers or as a result of an increase in government costs. If mandatory rules oppose such an adjustment of unilateral increase, has TELLURIA the right to terminate the agreement with immediate effect and without any compensation by means of a simple letter by post, fax or e-mail.

Article 5: Payment

Payment must be made at the registered office of TELLURIA, either in cash upon delivery or by bank transfer, at the latest on the due date of the invoice on an account number to be designated by TELLURIA. Payment must be made in the agreed currency and without set-off, discount and/or suspension.

Protest against an invoice must be justified and sent to TELLURIA by registered letter within 8 days of receipt.

If an invoice has not been paid or incompletely paid by the Customer on the due date, the outstanding balance of this invoice will be increased by operation of law and without prior notice of default with a flat-rate compensation of 10% on the outstanding balance.

The Customer also owes TELLURIA a default interest of 8% from the due date of the invoice by operation of law and without prior notice of default (if the statutory interest rate is higher, it will be applied).

In addition, attorney's fees, and any other relevant collection costs incurred for the collection of outstanding invoices, will be charged to the Customer.

If the invoice relating to one order has not been paid or incomplete on the due date, is TELLURIA entitled by operation of law and without prior notice of default to declare the agreement with this Customer dissolved at the expense of the latter, without prejudice to TELLURIA's right to compensation. TELLURIA is also entitled in this case by operation of law and without prior notice of default to cancel or suspend all other pending orders of this Customer at the expense of this Customer, without TELLURIA owing any compensation to this Customer. TELLURIA will inform this Customer of its decision by registered letter.

The late, incomplete or non-payment of one expired invoice creates the due and payable of all other outstanding invoice amounts of this Customer, even those that have not yet reached the expiration date.

Submitting a complaint regarding the performance of the agreement does not release the Customer from its payment obligation.

As security, the Customer shall transfer his claim for payment to TELLURIA with the third-party buyer, at the same time as TELLURIA accepts the order placed by the Customer as stipulated in Article 3. The Customer undertakes to inform his debtor. Within the

framework of this mandate, it shall instruct TELLURIA to make this notification itself, if necessary.

Article 6: Termination & Cancellation

TELLURIA has the right to terminate the cooperation with the Customer by simply expressing its will without a reminder or any formality in the following cases: (1) Failure by the Customer to fulfil any of its legal or contractual obligations, (2) Dissolution or transfer of the Customer's company or indications that the Customer ceases his professional activity, (3) Strike of payment by the Customer, (4) Request for deferral of payment by the Customer, (5) Bankruptcy of the Customer, (6) Death of the Customer, (7) Reduction of the guarantees, to be contractually set by the Customer, (8) Protested bills of exchange, (9) Seizure at the Customer's expense, (10.) Judicial reorganization. The Customer will have to bear all the harmful or costly consequences of his negligence towards TELLURIA.

In the event of cancellation of part or all of the order by the Customer, the latter shall owe a flat-rate compensation of 20% of the price, without prejudice to TELLURIA's right to prove its higher damages. In case of cancellation of a personalized order, this compensation will amount to at least 80% of the price. In that case, TELLURIA is entitled to full compensation both for the costs incurred and for the lost profit.

Article 7: Delivery

Unless otherwise stipulated, delivery takes place ex works (ex Works – Incoterms 2020).

The goods must be collected within 14 working days after request for collection by TELLURIA. If the goods have not been collected within the aforementioned period, TELLURIA will notify the Customer in writing (fax, letter, e-mail). If the goods have still not been collected within a period of 5 working days after the reminder to do so, TELLURIA has the right to charge the Customer the costs of storage of the goods in the amount of 25 EUR per m² per day or to place the goods in the custody of a third party. The costs of this storage are the exclusive responsibility of the Customer. If the Customer does not collect his goods without a rightful reason, he remains obliged to pay the invoice on the normally foreseen due date and TELLURIA has the right to dissolve the agreement on the part of the Customer. In the case of late or non-payment, Article 5 shall apply. In the case of ex-works delivery (Ex Works, Incoterms 2020), TELLURIA is not liable for the choice of the carrier, nor for the choice of means of transport, nor for the conditions and risks applicable to the transport. In any case, the Customer bears all risks with regard to the goods, from the moment they are prepared for delivery to the Customer.

In case delivery has been agreed, TELLURIA will be responsible for the transport of the goods to be delivered to the agreed destination, unloaded on the sidewalk.

TELLURIA will conclude the agreements necessary for appropriate transport to the agreed place and under the usual conditions for such transport. In case of delivery, one unloading hour will be allowed, calculated from the arrival and during the normal working hours. Additional unloading hours or unloading outside normal working hours will be charged to the Customer. The Customer must ensure that the unloading place is properly accessible. The transport and delivery take place at the risk of the Customer.

Article 8: Acceptance of delivery and warranty

Principles

TELLURIA is obliged to deliver goods that comply with the order confirmation. Goods ordered and delivered on the basis of samples can under no circumstances be considered as a non-compliant supply in terms of dimensions, shades and weights. Differences in the delivered quantity/units of less than 5% on the ordered quantity are also not considered as a non-compliant delivery. The treatment or transformation by the Customer of the delivered goods shall in any case be considered as an explicit acceptance of the goods, as being in conformity and free of visible defects.

TELLURIA is only liable in the event of attributable serious or intentional error and its liability is limited to the direct damage amounting to a maximum of the invoice amount. Under no circumstances is TELLURIA liable for any form of indirect damage, including loss of profit, damage due to cessation of work or any other form of consequential damage. This applies without prejudice to the mandatory legal provisions on product liability.

Procedure B2B

Visible defects as well as non-compliant deliveries must be reported to TELLURIA by registered letter within ten working days after delivery. Hidden defects must be reported to TELLURIA by registered letter within ten working days after the Customer has discovered them or should reasonably have discovered them. If the determination of the non-compliant delivery, visible or hidden defect was reported in writing within the prescribed period, TELLURIA can choose from one of the following remedies: (1) replace defective or non-compliant goods with the return of defective or non-compliant goods, (2) the payment of compensation for the proven direct damage, but limited to a maximum of the invoice amount to which the defective or non-compliant goods relate. Late and unmotivated notifications remain without further action.

Procedure B2C (Customer-Consumer)

The Customer-Consumer is entitled to a statutory warranty period of 2 years from the date of delivery, if the goods do not comply with the given specifications in the offer, show defects or do not comply with the legal conditions. Any commercial warranty, such as the Eleganto's Corrosion Resistance Product Warranty for a period of 20 years, leaves these rights unaffected. If a defect is found, the Customer-Consumer must inform TELLURIA as soon as possible. In any case, any defect must be reported by the Customer-Consumer within a period of 2 months after its detection. The Customer-Consumer must also be able to present a proof of purchase to TELLURIA.

Once the aforementioned two-year period is expired, TELLURIA owes no longer any indemnification for any defect in the delivered goods.

In order to exercise his warranty right, the Customer-Consumer must contact TELLURIA, in accordance with the current article and return the goods to TELLURIA at his expense.

In order to report complaints and/or the request for a return to TELLURIA, the Customer-Consumer must send an unambiguous letter to the TELLURIA via Eleganto-service@telluria.eu, where the following information must be stated:

- Contact details TELLURIA (possibly contact person);
- Customer-Consumer contact details;
- Original order or invoice number;
- Article description with the necessary specifications;
- Clear description of the problem;
- Photos in JPG file with shooting date and with a detailed picture of the damage

After internal assessment of the complaint and/or return request, the Customer-Consumer will be informed about whether or not the complaint is accepted and/or returned.

The warranty does not apply to:

- Defects that TELLURIA considers to be the result of improper handling, negligence, neglect, accidents, falls, non-compliance with instructions for use or manual, adaptations or modifications to the goods, heavy-handed use, poor maintenance or any other abnormal or incorrect use;
- Defects caused by treatment or repair by third parties without the permission of TELLURIA;
- Defects resulting from use in an unsuitable environment;
- Defects due to normal wear and tear or use.

Article 9: The delivery period

Unless otherwise stipulated in the special conditions, delivery periods are given only as an indication and are in no way binding. The non-compliance with the delivery period does not authorize the Customer to require the dissolution of the agreement, and the Customer can only claim compensation if he can prove that TELLURIA has committed a serious/intentional error.

The agreed delivery periods are extended if the Customer fails to transfer the requested documents in a timely manner.

Article 10: Retention of title

The goods remain the property of TELLURIA until the moment of full payment of the price, including, if applicable, late payment interest and the flat-rate compensation. If TELLURIA wishes to recover the goods in application of the retention of title clause, it will notify the Customer thereof by registered letter, e-mail or fax. In this case, the Customer grants TELLURIA an irrevocable mandate to take back the goods wherever they are located if TELLURIA wishes to recover the goods in application of the retention of title clause.

The customer mandates TELLURIA to enter its warehouses if necessary.

Article 11: Force majeure & hardship

TELLURIA is not liable for delays or failure to fulfil its obligations due to force majeure or hardship. Force majeure or hardship means any event over which TELLURIA is reasonably out of control, including but not limited to strikes, lockout, delays or interruptions in transport, acts of war, riots, fires, orders, regulations or requirements of the government or administration, lack of natural gas and/or other fuels, supply difficulties, material scarcity or lack of products for manufacture, weather conditions which temporarily seriously complicate or make impossible the implementation of the agreement, errors or delays borne by other TELLURIA suppliers, acts of third parties, one or more manufacturing defects in the material of another TELLURIA supplier, closure of company warehouse, pandemics and/or epidemics, government measures, computer failures, ... regardless of whether these problems occur at TELLURIA or with another supplier from which TELLURIA obtains the goods and without TELLURIA being obliged to prove its influence.

In the event of Force Majeure or Hardship, TELLURIA is automatically authorized to suspend or cancel its obligations by registered

letter.

TELLURIA will not be obliged to pay any compensation in this case.

Article 12: Applicable law and competent courts

All quotations, orders and/or agreements to which these general terms and conditions apply are exclusively governed by Belgian law, to the exclusion of the Vienna Sales Convention. The applicability of Art. 1162 and 1602, al. 2 OBW is excluded. Any contestation concerning or in direct or indirect connection with the quotations, orders and/or agreements will be settled by the courts of Hasselt.

Article 13: Intellectual property

Unless otherwise agreed, TELLURIA retains the copyrights, patent rights and all other intellectual property rights to the offers it has made, designs, images, drawings, (trial) models, software, etc. The rights to the said data remain the property of TELLURIA regardless of whether the Customer has been charged for its manufacture and regardless of the payments made by the Customer. All information, verbal or written, provided by TELLURIA to the Customer remains the property of TELLURIA, and may only be used by the Customer for the purpose for which it was provided. The Customer will not provide TELLURIA's information to third parties in any way, except to the extent reasonably necessary and only after and to the extent that a confidentiality obligation has been fulfilled. The Customer warrants that the information it provides to TELLURIA does not infringe the rights of third parties and indemnifies TELLURIA for this.

Article 14: Personal data

The customer gives TELLURIA permission to include the personal data provided by the Customer in an automated database for the execution of the agreement and/or the delivery of quotations. This data can also be used for the purpose of conducting information and promotional campaigns in connection with the services offered by TELLURIA, in the context of the contractual relationship between TELLURIA and the Customer. The Customer can always request communication and improvement of his data. If the Customer does not wish to receive commercial information from TELLURIA, the Customer must inform TELLURIA in writing. The personal data may be transferred to third parties if this is necessary for the execution of the purposes prescribed above.

Article 15: Varia

The possible nullity or invalidity of one of these terms and conditions does not entail the nullity of the other terms of the agreement. The provisions that are not upheld by a legal provision or a court ruling will automatically be replaced by provisions or regulations that come closest to the non-permanent provision.

Every provision in these general terms and conditions is really wanted by the parties and does not (apparently) create an imbalance between the rights and obligations of the parties.

If the Customer is a consumer within the meaning of Article I.1 of the Code of Economic Law, the provisions of these general terms and conditions apply to the extent that they do not conflict with applicable provisions of mandatory law.

