



GENERAL TERMS AND CONDITIONS SANTOSA CARIBBEAN B.V.

Curaçao Chamber of Commerce No. 172455

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Article 1 – Definitions

1. Santosa: Santosa Caribbean B.V., having its registered office at Kaya Richard J. Beaujon z/n, Willemstad, Curaçao, Chamber of Commerce No. 172456.
2. Customer: the person or entity with whom Santosa has entered into an agreement.
3. Parties: Santosa and the Customer collectively.
4. Consumer: a Customer who is an individual acting in a personal capacity.

Article 2 – Applicability

1. These terms and conditions apply to all quotations, offers, work, orders, agreements, and deliveries of services or products by or on behalf of Santosa.
2. Santosa and the Customer may deviate from these terms and conditions only if agreed to in writing.
3. Santosa and the Customer expressly exclude the applicability of the Customer's or any other party's general terms and conditions.

Article 3 – Offers and Quotations

1. Offers and quotations issued by Santosa are non-binding unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of two (2) weeks, unless a different period is specified in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation shall expire.
4. Offers and quotations do not apply to repeat orders unless Santosa and the Customer agree otherwise in writing.

Article 4 – Acceptance

1. If a non-binding quotation or offer is accepted, Santosa may nevertheless withdraw the quotation or offer within three (3) days after receiving the acceptance, without the Customer being entitled to derive any rights from such acceptance.
2. The Customer's verbal acceptance shall bind Santosa only after the Customer has confirmed such acceptance in writing or electronically.

Article 5 – Prices

1. Santosa quotes prices in U.S. Dollars (USD), Curaçao Guilders (XCG), and/or Aruban Florins (AWG), exclusive of sales tax / BBO / BAZV and any other applicable charges, such as import duties, administrative fees, or shipping costs, unless otherwise agreed in writing.
2. Santosa may change the prices of its services and products on its website and in any other communications or publications at any time.



3. For services provided by Santosa, Santosa and the Customer shall agree on a total amount as an estimated price, unless otherwise agreed in writing.
4. Santosa may exceed the estimated price by up to ten percent (10%).
5. If the estimated price is expected to be exceeded by more than ten percent (10%), Santosa must inform the Customer in a timely manner of the reasons justifying the higher price.
6. If the estimated price is expected to be exceeded by more than ten percent (10%), the Customer may cancel the portion of the assignment exceeding the estimated price plus ten percent (10%).
7. Santosa shall notify the Customer of any price adjustments before they take effect.
8. A Consumer may cancel the agreement with Santosa if the Consumer does not agree to the price increase.

Article 6 – Payments and Payment Terms

1. When entering into the agreement, Santosa may require a down payment of up to eighty percent (80%) of the agreed amount if Santosa also arranges the entire transportation process through delivery and installation at the destination.
2. The Customer shall pay the remaining twenty percent (20%) as soon as the order has arrived at the port of the destination island.
3. If the Customer arranges part of the transportation itself, the full order amount must be paid in advance.
4. The payment deadlines applied by Santosa are strict deadlines. This means that if the Customer has not paid the agreed amount by the final day of the payment period, the Customer shall automatically be in default, without Santosa being required to send a payment reminder or formal notice of default.
5. Santosa may make delivery conditional upon immediate payment or require security for the full amount of the services or products.

Article 7 – Consequences of Late Payment

1. If the Customer fails to pay within the agreed period, Santosa may charge the statutory monthly interest rate applicable to commercial transactions from the date on which the Customer is in default. Any part of a month shall be counted as a full month.
2. If the Customer is in default, the Customer must also pay Santosa any extrajudicial collection costs and any applicable damages.
3. Collection costs shall be calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten).
4. If the Customer fails to pay on time, Santosa may suspend its obligations until the Customer has made payment.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payments on the part of the Customer, all claims of Santosa against the Customer shall become immediately due and payable.
6. If the Customer refuses to cooperate with Santosa in performing the agreement, the Customer shall nevertheless remain obligated to pay the agreed price.

Article 8 – Right of Reclamation

1. If the Customer is in default, Santosa may exercise its right of reclamation with respect to products delivered to the Customer but not yet paid for.
2. Santosa shall exercise its right of reclamation by giving the Customer written or electronic notice.
3. Once notified that the right of reclamation has been exercised, the Customer must immediately return the relevant products to Santosa, unless otherwise agreed in writing.
4. The Customer shall bear the costs of retrieving or returning the products referred to in paragraph 3.

Article 9 – Right to Suspend Performance

1. The Customer hereby waives the right to suspend performance of any obligation arising from this agreement.



Article 10 – Right of Retention

1. Santosa may exercise its right of retention and, in doing so, retain the Customer's products until the Customer has paid all outstanding invoices owed to Santosa, unless the Customer has provided sufficient security for those amounts.
2. The right of retention also applies in respect of previous agreements under which the Customer still owes amounts to Santosa.
3. Santosa shall not be liable for any damage suffered by the Customer because of Santosa exercising its right of retention.

Article 11 – Setoff

1. The Customer waives the right to set off any debt owed to Santosa against any claim the Customer may have against Santosa.

Article 12 – Retention of Title

1. Santosa shall remain the owner of all products delivered until the Customer has paid all outstanding invoices issued by Santosa in connection with the relevant agreement, including claims arising from any failure to perform.
2. Until the payments referred to in paragraph 1 have been made, Santosa may invoke its retention of title and repossess the goods.
3. Before title has passed to the Customer, the Customer may not pledge, sell, transfer, or otherwise encumber the products.
4. If Santosa invokes its retention of title, the agreement shall thereby be rescinded, and Santosa may claim damages, lost profits, and interest from the Customer.

Article 13 – Delivery

1. Delivery is subject to availability of stock.
2. Delivery shall take place at Santosa's premises unless otherwise agreed.
3. Products ordered online shall be delivered to the address specified by the Customer.
4. If the Customer fails to pay the agreed amounts, or fails to pay them on time, Santosa may suspend its obligations until the Customer makes payment.
5. Late payment shall constitute creditor's default, and the Customer may not rely on any resulting delay in delivery against Santosa.

Article 14 – Delivery Time

1. Santosa's delivery times are estimates and are stated on the invoice. The Customer may not derive any rights from a later delivery, unless otherwise agreed in writing.
2. The delivery period shall commence once Santosa has received the Customer's first installment payment in the designated bank account.
3. The Customer shall not be entitled to damages or to rescind the agreement if Santosa delivers later than agreed. The Customer may rescind the agreement if this has been agreed in writing or if Santosa is unable to deliver within a reasonable period, after having been given written notice to do so, or if the Customer and Santosa have agreed otherwise.

Article 15 – Actual Delivery

1. The Customer must ensure that actual delivery of the ordered products can take place on time.



Article 16 – Transportation Costs

1. The Customer shall pay the transportation costs unless the Customer and Santosa have agreed otherwise in writing.

Article 17 – Packaging and Shipment

1. If the packaging of a delivered product is open or damaged, the Customer must have the carrier record this before accepting the product. If the Customer fails to do so, the Customer may not hold Santosa liable for any resulting damage.
2. If the Customer arranges transportation of a product itself, the Customer must notify Santosa of any visible damage to the products or packaging before transportation. If the Customer fails to do so, the Customer may not hold Santosa liable for any resulting damage.

Article 18 – Insurance

1. The Customer must adequately insure and keep insured the following items against, among other things, fire, explosion, water damage, and theft:
 - items delivered that are necessary for the performance of the underlying agreement.
 - items belonging to Santosa that are in the Customer's possession.
 - items delivered subject to retention of title.
2. At Santosa's first request, the Customer must make the relevant insurance policies available for inspection.
3. The Customer must obtain a Contractor's All Risks (CAR) insurance policy at its own expense, unless otherwise agreed.
4. The Customer may not claim compensation for damage that would otherwise be covered by this insurance, unless otherwise agreed.

Article 19 – Storage

1. If the Customer takes delivery of ordered products later than the agreed delivery date, the Customer shall bear the entire risk of any deterioration in quality.
2. Any additional costs resulting from early or late acceptance of products shall be borne entirely by the Customer.

Article 20 – Assembly and/or Installation

1. Although Santosa will use its best efforts to perform all assembly and/or installation work to the best of its ability, Santosa shall bear no responsibility for such work, except in cases of willful misconduct or gross negligence.

Article 21 – Cancellation of an Assignment

1. The Customer may terminate the assignment given to Santosa at any time.
2. If the Customer cancels the assignment, the Customer must pay Santosa the fees due and the expenses incurred.

Article 22 – Duty to Report Complaints

1. The Customer must immediately notify Santosa in writing of any complaints concerning the work performed. The complaint must describe the alleged deficiency in as much detail as possible so that Santosa can respond appropriately.
2. In no event shall a complaint require Santosa to perform work other than the work agreed upon.



Article 23 – Warranty

1. If the Customer and Santosa enter into an agreement for the provision of services, Santosa's obligation shall be an obligation to use reasonable efforts and not an obligation to achieve a particular result.
2. The warranty on products applies only to defects caused by faulty manufacturing, defective construction, or defective materials.
3. The warranty does not apply:
 - to normal wear and tear;
 - to damage caused by accidents;
 - to damage resulting from modifications made to the product;
 - to damage caused by the Customer's negligence or improper use; or
 - if the cause of the defect cannot be clearly established.
4. The risk of loss, damage, or theft of products supplied by Santosa shall pass to the Customer upon legal or physical delivery, or as soon as the products come into the Customer's possession or into the possession of a third party accepting the products on the Customer's behalf.

Article 24 – Performance of the Agreement

1. Santosa shall perform the agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship.
2. Santosa may have the agreed services performed, in whole or in part, by third parties.
3. The agreement shall be performed in consultation with the Customer, following written approval and payment by the Customer of any required advance payment.
4. The Customer must ensure that Santosa can commence performance of the agreement on time.
5. If the Customer fails to ensure that Santosa can commence on time, any resulting additional costs shall be borne by the Customer.

Article 25 – Information to Be Provided by the Customer

1. The Customer must provide Santosa, in a timely manner and in the requested form and manner, with all information, data, and documents relevant to the proper performance of the agreement.
2. The Customer warrants the accuracy and completeness of the information, data, and documents provided, including those originating from third parties, unless the nature of the agreement requires otherwise.
3. At the Customer's request, Santosa shall return the relevant documents to the extent requested.
4. If the Customer fails to provide, does not timely provide, or inadequately provides information, data, or documents reasonably requested by Santosa, and this delays performance of the agreement, any resulting additional costs and hours shall be borne by the Customer.

Article 26 – Term of Service Agreement

1. An agreement between Santosa and the Customer concerning one or more services shall be entered into for an indefinite term, unless the nature of the agreement provides otherwise or the Parties agree otherwise.
2. If the Customer enters into an agreement for a fixed term, that agreement shall automatically convert into an agreement for an indefinite term upon expiration of the fixed term, unless either Party terminates the agreement by giving two (2) months' notice, or a Consumer terminates the agreement by giving one (1) month's notice, in which case the agreement shall automatically end.

Article 27 – Termination of an Indefinite-Term Service Agreement

1. The Customer may terminate an indefinite-term service agreement by giving two (2) months's notice.
2. A Consumer may terminate an indefinite-term service agreement by giving one (1) month's notice.



Article 28 – Indemnification

1. The Customer shall indemnify and hold Santosa harmless against all claims by third parties relating to products and/or services supplied or provided by Santosa.

Article 29 – Complaints

1. The Customer must inspect any product delivered or service provided by Santosa as soon as possible for any deficiencies.
2. If a delivered product or service does not meet what the Customer could reasonably expect, the Customer must notify Santosa within one (1) month after discovering the deficiency.
3. A Consumer must notify Santosa of the deficiency no later than two (2) months after discovering it.
4. The Customer must provide as detailed a description of the deficiency as possible so that Santosa can respond appropriately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Customer and Santosa.
6. If a complaint concerns work in progress, the Customer may not require Santosa to perform work other than that agreed upon.

Article 30 – Notice of Default

1. Any notice of default must be submitted by the Customer to Santosa in writing.
2. The Customer is responsible for ensuring that the notice of default actually reaches Santosa on time.

Article 31 – Customer Liability

1. If Santosa enters into an agreement with multiple Customers, each Customer shall be jointly and severally liable for compliance with the obligations under that agreement.

Article 32 – Santosa's Liability

1. Santosa shall be liable only for damage suffered by the Customer if such damage is caused by willful misconduct or conscious recklessness.
2. If Santosa is liable for damage, such liability shall be limited to direct damage related to the performance of the underlying agreement.
3. Santosa shall not be liable for indirect damage, including consequential damages, lost profits, or damage suffered by third parties.
4. If Santosa is liable, its liability shall be limited to the amount paid out under any applicable professional or general liability insurance policy. If no such insurance policy is in place, or if no amount is paid out under the policy, liability shall be limited to the portion of the invoice amount to which the liability relates.
5. All images, photographs, colors, drawings, and descriptions on the website or in a catalog are for illustrative purposes only and shall not give rise to any right to compensation, rescission, or suspension of performance.

Article 33 – Limitation Period

1. Any right of the Customer to claim damages from Santosa shall expire twelve (12) months after the event from which the liability directly or indirectly arises. This shall not exclude the application of Article 6:89 of the Curaçao Civil Code (BWC).



Article 34 – Rescission

1. The Customer may rescind the agreement if Santosa culpably fails to fulfil its obligations, unless the nature or minor significance of the failure does not justify rescission.
2. If performance of Santosa's obligations remains possible, rescission may take place only after Santosa has been placed in default.
3. Santosa may rescind the agreement with the Customer if the Customer fails to fulfil its obligations under the agreement in full or on time, or if Santosa becomes aware of circumstances that provide reasonable grounds to believe that the Customer will fail to perform its obligations.

Article 35 – Force Majeure

1. In addition to Article 6:75 of the Curaçao Civil Code (BWC), any failure by Santosa to perform shall not be attributable to Santosa if such failure results from force majeure.
2. Force majeure as referred to in paragraph 1 includes, but is not limited to:
 - an emergency situation, such as civil war or a natural disaster;
 - a breach of contract or force majeure on the part of suppliers, delivery companies, or other parties;
 - power, electricity, internet, computer, or telecommunications outages;
 - computer viruses;
 - strikes;
 - government measures;
 - transportation problems;
 - adverse weather conditions; and
 - work stoppages.
3. If a force majeure event occurs that prevents Santosa from performing one or more of its obligations toward the Customer, those obligations shall be suspended until Santosa is able to perform them.
4. If a force majeure event has continued for at least thirty (30) calendar days, either the Customer or Santosa may rescind the agreement, in whole or in part, by written notice.
5. In the event of force majeure, Santosa shall not be required to pay any compensation to the Customer, even if Santosa derives a benefit from the force majeure event.

Article 36 – Amendment of the Agreement

1. If it is necessary to amend an agreement for the purpose of its performance, the Customer and Santosa may amend the agreement.

Article 37 – Amendments to the General Terms and Conditions

1. Santosa may amend these general terms and conditions.
2. Santosa may make changes of a minor nature at any time.
3. Santosa shall, to the extent reasonably possible, consult with the Customer in advance regarding material changes.
4. In the event of a material amendment to the general terms and conditions, a Consumer may terminate the underlying agreement.

Article 38 – Transfer of Rights

1. The Customer may not transfer any rights under an agreement with Santosa to any other party without Santosa's written consent.



Article 39 – Consequences of Nullity or Voidability

1. If one or more provisions of these general terms and conditions are found to be null and void or voidable, this shall not affect the validity of the remaining provisions.
2. Any provision that is null and void or voidable shall be replaced by a provision that most closely reflects what Santosa intended when drafting the relevant provision of these terms and conditions.

Article 40 – Governing Law and Competent Court

1. These general terms and conditions shall be governed by the laws of Curaçao.
2. The court in the judicial district in which Santosa has its registered office shall have exclusive jurisdiction to hear any disputes between the Customer and Santosa, unless otherwise provided by law.

Prepared on January 1, 2026.

Santosa Caribbean B.V.
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