

## Terms and conditions

### 1. Definitions

- 1.1 General Terms and Conditions: the present general (delivery) terms and conditions.
- 1.2 Additional Terms: terms and conditions that apply in addition to the general terms and conditions for the provision of specific products and/or services.
- 1.3 Consumer: a client (private individual) who is not acting in the exercise of a profession or business.
- 1.4 Services/goods: services/goods that the Client provides to the Contractor in the field of, but not limited to, the provision of electronic communication, ICT or other related services/goods.
- 1.5 Indirect damage: including, but not limited to, consequential damage, loss of profit, lost savings, damage due to business interruption.
- 1.6 Assignment: an assignment from the client to the contractor to deliver a good or service, which assignment can be further recorded/defined by means of an agreement.
- 1.7 Assignment confirmation: written confirmation of the assignment to the client by the contractor.
- 1.8 Client: a party (or consumer) who acts in the exercise of a profession or business with whom the Contractor has entered into an agreement for the delivery of goods and/or services.
- 1.9 Contractor: Maunt B.V., established at (4921 PJ) Made at Brieltjenspolder 21, which supplies goods and/or services to the client.
- 1.10 Agreement: agreement between the Client and the Contractor for the delivery of one or more goods and/or services by the Contractor.

- 1.11 Force majeure: a shortcoming on the part of the Contractor that is not attributable to the Contractor's fault and is not attributable to it by virtue of the law, legal act or generally accepted opinions, including, but not limited to, third parties who refuse to cooperate (shortcoming/non-compliance by suppliers, subcontractors or any other third party or parties engaged by the Contractor for the performance of the agreement), gross negligence and/or intent on the part of subordinates of the Contractor or third party(ies) engaged by the Contractor, accident, strike, fire, destruction in the Contractor's business, breakage of machines and/or tools or other malfunctions in the Contractor's business or in the business of its suppliers, (armed) robbery, blockade, war (or threat of war), riots, occupation, epidemics, government obstruction (including, but not limited to, is understood to mean government obstruction as a result of laws and regulations), embargoes, (large-scale) (natural) disasters, nuclear reactions, transport difficulties, delayed delivery of goods, labour disputes, deactivation/unavailability of telecommunications services/means of communication (telephone, e-mail, fax, etc.), decommissioning/unavailability (temporarily or for whatever reason) of the electrical and/or electronic infrastructure (computers, etc.) , disruption of electricity supply, destruction and/or disappearance of the electronic data and/or fraudulent use thereof by third parties, (attempted) unauthorised intrusion into and/or unauthorised use of the systems/networks and databases belonging to the Contractor and/or its partners and/or on which the Contractor and/or the Partner is (are) dependent, as well as all work performed inappropriately by parties other than the Contractor, the failure of the connection point of the network operated or used by the Contractor, which is not at the Contractor's risk, other operational disruptions and other causes beyond the Contractor's control.
- 1.12 Party(ies): the client and the contractor separately ("Party") or jointly ("Parties").
- 1.13 In writing: by post, e-mail or any other means of communication that can be equated with this in view of the state of the art and the prevailing views in society.

## **2. Terms and condition**

- 2.1. Unless the parties agree otherwise, these general and/or additional terms and conditions apply to all agreements to be concluded between the parties and/or the delivery of services/goods by the Contractor to the Client. Provisions deviating from these general and/or additional terms and conditions are only applicable if the parties have agreed to this in writing.
- 2.2. If provisions or parts of provisions of the General and/or Additional Terms or Appendices thereto are or become void/illegal, invalid/voidable or unenforceable in any respect, the remaining provisions or the valid part of the invalid provision shall remain in full force and effect and enforceable, without any effect on the other obligations of the parties. Furthermore, the void/illegal, invalid/voidable or unenforceable provision will be deemed to have been replaced by a provision with as much the same legal and commercial scope as possible that emphasizes the original intent of the provision in question as much as possible. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.
- 2.3. In the event that these general and/or additional terms and conditions are or will be drawn up in another language, in the event of a dispute about the content and/or meaning and/or interpretation of any provision, the Dutch content and/or meaning and/or interpretation will always be decisive.
- 2.4. Unless the parties have agreed otherwise in writing, in the event of a conflict between provisions of the agreement, the general and/or additional terms and conditions, the following order of precedence shall apply:
  1. the (framework) agreement
  2. The Terms & Conditions
- 2.5. The Client cannot invoke the fact that the general and/or additional terms and conditions have not been provided if the Contractor has already handed over the same general and/or additional terms and conditions to the Client several times or if the Contractor has stated on its invoices that the general and additional terms and conditions apply, and Client has paid at least 5 invoices.



- 2.6. The applicability of any purchase or other terms and conditions of the Client and/or third parties is expressly rejected. Signing or (tacit) acceptance by the Contractor of documents of the Client and/or third parties to which such general terms and conditions have been declared applicable shall never be deemed to be acceptance thereof.
- 2.7. Addition and/or amendment of the agreement and/or of the general and/or additional terms and conditions can only be agreed in writing and only apply after explicit written confirmation thereof by the Contractor. If the Contractor does not always require compliance with the aforementioned conditions, this does not mean that the aforementioned conditions do not apply, or that the Contractor loses the right to demand strict compliance with the aforementioned conditions in future, similar or non-similar cases.

### **3. Quotation(s)/orders**

- 3.1. The Contractor shall issue an offer in writing or orally, which quotation shall contain a sufficiently detailed description for the Client of the services and/or goods, the steps required before the services and/or goods can be performed/delivered, the one-off and/or periodic costs and of the conditions under which they are performed.
- 3.2. Quotations and prices in any form whatsoever are without obligation, unless they contain a period of acceptance or have been expressly agreed otherwise in writing. No rights can be derived from prices mentioned in, but not limited to, catalogues, price lists, expressions on the internet, brochures/printed matter and the like and expressly do not count as quotations.
- 3.3. Unless the parties have agreed otherwise in writing, quotations and prices expressly do not apply to repeat orders.
- 3.4. A non-binding offer is only an indication of the price and is based on the data, designs, drawings, and data derived from them provided by the client. If the aforementioned data is changed afterwards or is incorrect, this may have consequences for the prices. Therefore, no rights can be derived from a non-binding offer/offer. After issuing a non-binding quotation, the Contractor may, at the request of the Client, issue a final quotation/confirm the price included in the non-binding quotation with a period for acceptance. After the expiry of the period for acceptance (period of validity), no rights can be derived from the offer made.
- 3.5. The Contractor is entitled to record an order/assignment (further) in writing in an agreement. If the Contractor has delivered goods and/or services without the parties having recorded this (further) in writing, the content of the order/assignment and/or the quotation and/or the order confirmation, together with the content of these general terms and conditions, will determine the content of the goods and/or services to be supplied.

#### **4. Agreements**

- 4.1. The agreement and applicability of general and/or additional terms and conditions are concluded by acceptance of the offer by the Client (hereinafter referred to as the application) and by confirmation of the assignment thereof by the Contractor. The Contractor will only accept assignments from the Client if they have been submitted in writing or via the Contractor's webshop by the persons authorised to do so on the Client's side. If the Client's acceptance deviates from the Contractor's offer, the Contractor will not be bound by this and no agreement will be concluded, unless the Contractor confirms otherwise in writing.
- 4.2. For agreements, deliveries and assignments for which no quotation or order confirmation has been made, the Contractor's invoice or packing slip will (also) be regarded as an order confirmation, which is deemed to reflect the agreement correctly and completely.
- 4.3. Verbal agreements/agreements are only binding on the Contractor after they have been confirmed in writing by the Contractor or as soon as the Contractor has commenced the performance actions with the Client's consent. Written or oral agreements, transactions, agreements and/or stipulations made by the Contractor's employees or intermediaries may be revoked by the Contractor at any time by the authorised representatives referred to in the Trade Register.
- 4.4. At the request of the Contractor, the Client must identify itself in a manner to be specified and immediately, as well as provide other information necessary for the assessment of the application by the Contractor.
- 4.5. In the case of an order/assignment (also) on behalf of another natural person or on behalf of a legal entity or company, the representative must, at the request of the Contractor, identify himself in a manner to be specified and demonstrate his authority to represent himself, where possible by means of a recent extract from a register kept at a Chamber of Commerce.

- 4.6. The order/assignment may be refused by the Contractor if (but not limited to):
1. the Client is legally incapacitated, or the Client does not provide the requested information as referred to in Article 4.4. and 4.5. within a period set by the Contractor;
  2. the Client fails to comply with an obligation set out in these general and/or additional terms and conditions and that non-compliance justifies the refusal, or it is plausible that the Client will not comply with such an obligation;
  3. the Client fails to comply with financial obligations towards the Contractor under previous agreements or can reasonably be expected on the basis of annual figures that the Contractor would fall short, such as negative equity, the Contractor is free to do so;
  4. technical or economic reasons on the part of the Contractor prevent the Client from joining. This includes, for example, the situation where the Client lives or is established in an area where the (additional) service and/or the good is not provided. The Contractor may justify a refusal of the order/assignment at the request of the Client, but is never obliged to do so.
- 4.7. By way of derogation from the provisions of Article 4.6. The Contractor reserves the right to refuse orders for the delivery of goods and/or (additional) services without giving reasons, to deliver them only by cash on delivery or to require payment in advance.
- 4.8. Unless otherwise agreed, the Contractor shall, within ten working days after receipt of the order/assignment, notify the Client in writing or electronically whether the request has been accepted and, if this is the case, when the (additional) service will be put into operation and/or the goods will be delivered. If it is not reasonably possible for the Contractor to respond within that period, the Contractor will, upon request, state the reason for this and the Client will specify the period within which the Contractor will respond to the Client's order/assignment.
- 4.9. Each party is obliged to maintain confidentiality vis-à-vis third parties of all information of a confidential nature, in whatever form, obtained from the other parties. Party in connection with the agreement and/or the general and/or additional conditions, subject to the provisions of Article 25. There is an exception to this obligation if disclosure follows from an obligation under the law, a competent (judicial) authority or if the parties so agree.



- 4.10. The Client will always provide all information that may be useful and necessary for the execution of the agreement in a timely manner and guarantees that the information provided is correct and complete.
- 4.11. If the Client does not make the information and resources necessary for the performance of the agreement available to the Contractor, or fails to do so in a timely manner or in accordance with the agreements, or if the Client otherwise fails to fulfil its obligations, the Contractor has the right to suspend the performance of the agreement.

## **5. Prices, payments and securities**

- 5.1. Unless the parties have agreed otherwise in writing, the Contractor's prices are indicated in EURO. Any exchange rate risks will be borne by the client.
- 5.2. The prices charged by the Contractor are exclusive of (thus increased by) VAT, order costs, drop shipment costs, packaging costs, packaging, costs for transport documents, import obligations or other taxes, levies or (government) obligations and excluding costs of loading and unloading (handling costs), postage, shipping, transport and cash on delivery costs, costs of third parties and insurance, assembly and/or installation costs, inspection costs, as well as excluding exchange and check fees.
- 5.3. The Contractor shall not acknowledge any exemption from any tax and/or levy, in whatever form, unless the Client provides the Contractor with a proper certificate of exemption from the relevant tax and/or levy.
- 5.4. If, after the (final) quotation has been issued by the Contractor and/or an agreement has been concluded, price changes occur on the part of the government and/or trade unions or as a result of changed sales conditions of third parties, the Contractor, regardless of whether or not the change was foreseeable for the Contractor at the time of making the quotation and/or concluding the agreement, entitled to pass on these price changes to the Client insofar as mandatory provisions do not preclude this.
- 5.5. A composite quotation does not oblige the Contractor to supply part of the goods and/or (additional) services included in the quotation for a corresponding part of the price.
- 5.6. Quotations, assignments and agreements in which the Contractor has calculated discounts and/or prices that deviate from the standard agreed discounts and/or prices are subject to different conditions, whereby the Contractor is entitled, at its own discretion, within the standards of reasonableness and fairness, to the conditions relating to delivery and payment can be adjusted unilaterally.

- 5.7. The Contractor will invoice the Client for the goods and/or (additional) services supplied. The Contractor is entitled to send partial invoices and/or to charge interim fees (in special cases, such as above-average amounts for usage-related fees in a limited period). All payments to the Contractor must be made to the account number designated by the Contractor.
- 5.8. Unless the parties have agreed otherwise in writing, payment of the Contractor's (digital) invoices must be made within 30 days of the invoice date. If the Client does not comply with its payment obligation within the payment term, the Client will be in default immediately without prior demand and notice of default. From the moment that the client is in default, the client will owe the statutory commercial interest plus 3% on the principal amount. All costs, including, but not limited to, the legal and (extra)judicial (collection) costs incurred by the Contractor in collecting the amounts due can be recovered from the Client.
- 5.9. The value day stated on the Contractor's bank statements shall be regarded as the day of payment.
- 5.10. If, on the basis of the provisions of Article 5.8. is in default, from that moment on, all receivables outstanding with the Contractor against the Client will be immediately due and payable.
- 5.11. Unless the parties agree otherwise in writing, payments to the Contractor must be made without any discount and/or set-off and payments cannot be suspended by the Client. The said waiver of the right to set-off also applies if the client applies for a (provisional) suspension of payments or is declared bankrupt.
- 5.12. If, with regard to a supply of goods and/or (additional) services, the Contractor allows payment of the principal sum or part thereof to be made in instalments, the turnover tax on the total amount will be due and payable at the same time as the first instalment.



- 5.13. The Contractor shall at all times be entitled to require an advance and/or advance payment from the Client and/or to provide security for the payment of its invoices and/or to demand periodic and/or variable fees before proceeding with delivery. The Client is obliged to provide the requested security at the Contractor's first request. The costs of providing security shall be borne by the Client. As soon as the need to provide security is no longer present, the Contractor will inform the Contractor that the security may lapse. In the event that the Client has paid a deposit, this will be refunded by the Contractor to the Client. Under no circumstances will the Contractor owe interest and/or costs to the Client in respect of any securities provided.
- 5.14. Unless the parties agree otherwise in writing, as long as the Contractor has not granted a credit limit, deliveries will only be made in advance.
- 5.15. Objections with regard to the Contractor's invoices must be made known by the Client in writing and with reasons within 14 days of invoicing. The Client's objection to an invoice issued by the Contractor does not affect the Client's obligation to ensure full payment of the Contractor's invoice in a timely manner. After the expiry of the period of 14 days, the Client has processed his/her rights with regard to objecting to the invoice. Unless the Client provides evidence to the contrary, the data from the Contractor's records are decisive.
- 5.16. If the Client has repeatedly submitted objections to the amounts charged by the Contractor and the objections have proved to be unfounded, the Contractor may, if objections are again submitted by the Client, charge the Client for the investigation costs to be incurred in advance. The Contractor shall inform the Client that it will make use of this power before a investigation is launched.
- 5.17. Payments made by the Client will always serve to settle all interest and costs due and will then serve to settle invoices that are due and payable and have been outstanding for the longest time.

## **6. Assignment and takeover of the contract**

- 6.1. The Contractor is at all times entitled to transfer its existing and future claims against the Client to third parties, in which case these claims will be assigned. The Client agrees with the Contractor's right to transfer its claims against the Client to a third party (the "assignee").
- 6.2. The assignee does not become a party to the contract. The assignee shall never be liable to the Client for or obliged to repay, postpone payment or discount the receivables. The Client remains responsible for the fulfilment of its obligations arising from the agreement. The assignee is never responsible or liable for this.
- 6.3. The parties shall, at the first request of the Contractor or the assignee, perform all (legal) acts or sign documents that are reasonably necessary for the completion of the aforementioned transfer of the claims, including the notification of the transfer of a claim by the Contractor and/or the assignee and the confirmation of receipt.
- 6.4. Any claims made by the Client against the Contractor are not transferable and/or encumbered in any way. The Client is not entitled to transfer the rights and obligations under the agreement to a third party without the prior written consent of the Contractor. The Contractor may attach conditions to the consent.
- 6.5. The Contractor is entitled to transfer its rights and obligations under the agreement to a third party, if this takes place in the context of a transfer of (part of) the business it runs.

## **7. Delivery times and deadlines**

- 7.1. All (delivery) periods mentioned by the Contractor are approximate and have been determined on the basis of the information and circumstances known to the Contractor at the time of entering into the agreement. Specified (delivery) times are only indicative and will never be regarded as a strict deadline. If a change in the data and/or circumstances, regardless of their foreseeability, results in a delay, the delivery date will be delayed accordingly, without prejudice to the provisions below regarding force majeure.
- 7.2. Exceeding the delivery deadlines specified by the Contractor, for whatever reason, will never entitle the Client to compensation or non-compliance with any obligation incumbent on it under the relevant agreement or a related agreement.
- 7.3. In the event of late delivery by the Contractor, the Client must give the Contractor a written notice of default, as well as grant the Contractor a reasonable period of time to ensure compliance.
- 7.4. In the event referred to in Article 7.3, the Client is only entitled to dissolve the agreement insofar as it has not yet been fulfilled and the maintenance of the part of the agreement that has not yet been fulfilled cannot reasonably be expected of the Client.
- 7.5. If the Contractor is prevented by force majeure from delivering the goods and/or services in full and/or on time, the Contractor is entitled to suspend the performance of the agreement and/or to dissolve the agreement in whole or in part in writing and to claim payment in respect of the goods and/or services delivered, without the Contractor being obliged to pay any compensation and/or guarantee.
- 7.6. If delivery of goods and/or services is delayed due to circumstances not attributable to the Contractor, other than force majeure, the agreed price will be invoiced by the Contractor and must be paid by the Client as if delivery had been made on time.



- 7.7. If, in the case referred to in Article 7.6., the Contractor is forced to take back or store the goods, the Contractor is entitled to charge the Client an amount equal to 2% of the price of the goods per month.

## **8. Delivery, acceptance and transfer of risk**

- 8.1. The Contractor shall determine the method of transport, dispatch and packaging. Shipping and transport of goods is always at the expense and risk of the Client.
- 8.2. The ordered goods/goods will be delivered in the original commercial packaging, unless otherwise agreed in writing. Minor deviations with regard to specified dimensions, weights, numbers, colours, etc., do not count as a shortcoming on the part of the Contractor.
- 8.3. The Contractor is entitled to make partial deliveries (delivery in phases). In the case of partial deliveries, the Contractor is entitled to postpone the deliveries of the following phases until the Client has approved the delivered goods delivered in the preceding phase in writing and has fulfilled all his/her (financial) obligations regarding the partial delivery. In the event of partial delivery, the Contractor is entitled to invoice them separately.
- 8.4. The Contractor is entitled to suspend delivery if the balance of outstanding invoices is greater than or equal to the permitted credit limit, and/or if there are outstanding invoices longer than 14 days after the due date and which are not classified as 'disputes'. In the event of a dispute, the Contractor will immediately contact the Client in order to make delivery possible.
- 8.5. In the case of delivery of services, these are deemed to have been delivered and accepted by the Client as soon as the work has been terminated and the Contractor's staff has left.
- 8.6. The goods and/or services to be delivered are at the expense and risk of the Client from the moment of delivery as referred to in Article 13.
- 8.7. If the Contractor has offered the goods for delivery to the Client, as referred to in Article 13, but the Client does not purchase those goods for any circumstance not attributable to the Contractor, the goods to be delivered will be at the expense and risk of the Client from the moment of offer, without prejudice to the other goods to be delivered in that caserights to which the Contractor is entitled. In this case, the Contractor is deemed to have fulfilled its delivery obligation.



## **9. Delivery progress**

- 9.1. The Contractor cannot be obliged to commence the delivery of goods and/or (additional) services until all the information necessary for this purpose has been in the Contractor's possession and the Contractor has received any agreed (pre) payment. In the event of any delays resulting from this, the delivery times indicated will be adjusted in accordance with the provisions of Article 7.
- 9.2. If, due to causes beyond the control of the Contractor, the deliveries cannot be made normally or without interruption, the Contractor is entitled to charge the resulting costs to the Client.



## **10. Modification and extension of deliveries, activities and/or services**

- 10.1. If, at the request or with the consent of the Client, the Contractor has performed work, other performances, or deliveries that fall outside the content or scope of what has been agreed, these activities, performances, or deliveries will be reimbursed by the Client to the Contractor in accordance with the Contractor's usual rates or, in the event that a fixed price has been agreed, the additional costs will be charged. However, the Contractor is not obliged to comply with such a request and may require a separate written agreement to be concluded for this purpose.
- 10.2. The Client accepts that by changing or expanding the activities, performances, or deliveries as referred to in Article 10, the agreed or expected time of completion of the obligations, the mutual responsibilities of the Client and the Contractor and the agreed rates of the Contractor may be influenced.



## **11. Export restrictions**

- 11.1. The Client shall fully comply with national and international (including American) export restrictions with regard to goods acquired pursuant to an agreement with the Contractor and shall also impose this obligation on these third parties in the event of resale or any form of making available to third parties. The Client indemnifies the Contractor against any disadvantage that the latter will suffer if the Client fails to comply with these obligations.



## **12. Packaging**

- 12.1. The packaging not intended for single use, in which the goods can be delivered, remains the property of the Contractor and may not be used by the Client for purposes other than those for which it is intended.
- 12.2. The Contractor is entitled to charge a deposit to the Client for this packaging. The Contractor is obliged to take back this packaging at the price charged to the Client. All this, provided that the packaging is returned free of charge within a period determined by the Contractor after the delivery date or at a time agreed by the parties in writing.
- 12.3. If packaging is damaged, incomplete or lost, the Client is liable for this damage and its right to a refund of the deposit lapses.
- 12.4. If the conditions referred to in Article 12.3. the damage in question is higher than the deposit charged, the Contractor is entitled not to take back the packaging. The Contractor can then charge the Client for the packaging at cost price, minus the deposit already paid.

### **13. Complaint obligation**

- 13.1. The Client is obliged to check the completeness and soundness of what has been delivered by the Contractor immediately, but no later than 24 hours after the delivery has taken place. Any visible defects, defects, imperfections and/or deviations in numbers must be noted on the consignment note or the accompanying note and reported to the Supplier immediately, but no later than 24 hours after the delivery has taken place, in writing.
- 13.2. The Client can no longer rely on the fact that what has been delivered by the Contractor does not comply with the agreement and/or the use and quality requirements that can reasonably be imposed on it (not being visible defects, as referred to in Article 18.1.), if the Client has not notified the Contractor of this in writing by registered mail within a reasonable period of time, but no later than within 7 working days after delivery.
- 13.3. Complaints in respect of defects that are not externally perceptible, and of defects of which the Client demonstrates that the Client, despite a thorough and expert investigation, did not comply with the conditions set out in Article 13.2. has been able to discover and report the said periods, must be reported to the Contractor in writing by registered mail within 24 hours after the Client has discovered or reasonably should have discovered the defects.
- 13.4. All other complaints must be reported to the Contractor in writing after discovery. All consequences of not reporting immediately are at the expense and risk of the Client. The complaints as referred to in this article must in any case be reported to the Contractor no later than 1 year after delivery.
- 13.5. If complaints, as referred to in Article 13, have not been made known to the Contractor within the periods referred to in this article, the Client can no longer rely on the fact that what has been delivered by the Contractor does not comply with the agreement and/or the use and quality requirements that can reasonably be imposed on it.



- 13.6. In the event of a report by the Client, as referred to in Article 13.2. up to and including 13.4., a recognised and independent expert shall be investigation report must be submitted, showing the correctness, nature and extent of the defects, failing which the Client will not be able to make any claims against the Contractor in respect of those complaints.
- 13.7. The Contractor is entitled to conduct its own investigation into the nature, extent and cause of the alleged defects or shortcomings, in which case the Client is obliged to provide all cooperation desired by the Contractor. If the Client does not cooperate, or at least does not cooperate sufficiently, or if an investigation is not (or no longer) possible in any other way, the complaint will not be processed and the Client will not be able to make any claims against the Contractor in respect of the alleged defects or shortcomings.
- 13.8. If goods and/or services provided have changed in nature and/or composition after delivery, have been fully or partially processed, damaged or repackaged, any right to complain lapses.
- 13.9. A complaint does not entitle the Client to suspend payment of any of its (payment) obligations towards the Contractor.
- 13.10. The Contractor is only obliged to take cognizance of complaints submitted if, at the time of submitting its complaint, the Client has fulfilled all his/her obligations due and payable towards the Contractor, arising from any obligation whatsoever between the parties.
- 13.11. Unless the Contractor instructs the Client otherwise, the Client is obliged to immediately cease the use, editing, processing and/or installation and/or distribution of the relevant goods and/or (additional) services and furthermore to do and refrain from doing all reasonably possible to prevent (further) damage.



- 13.12. Provided that a complaint has been made in a timely, correct manner and in accordance with this article and that the Client has sufficiently demonstrated that the goods and/or (additional) services do not comply with what the parties have agreed in this respect, the Contractor has the choice, as far as possible, to replace either the goods and/or (additional) services that have proved to be unsatisfactory with new goods and/or (additional) services, or the relevant to properly repair goods and/or (additional) services, either to refund the purchase price thereof or to credit the invoiced amount, or to grant the Client a discount on the price to be determined by mutual agreement. If this is not reasonably possible for the Contractor, the Client has the right to dissolve the agreement, unless the shortcoming does not justify dissolution. By complying with one of the above-mentioned performances, the Contractor is fully discharged with regard to its obligations. The Client is not at liberty to return the goods before the Contractor has agreed to this (in accordance with the provisions of the applicable Return (RMA) Terms and Conditions).
- 13.13. In the event of justified complaints under warranty, the damage will be settled in accordance with the provisions of Article 16.

## 14. Liability of the contractor

- 14.1. The Contractor will never be liable for trading loss and/or other (in)direct damage in the broadest sense of the word, unless there is intent and/or gross negligence and/or recklessness with the knowledge that this will result in damage on the part of its management and/or managerial subordinates, except if and insofar as this is contrary to provisions of mandatory law or is stipulated otherwise in these general and/or additional terms and conditions.
- 14.2. The Contractor shall never be liable for damage suffered by the Client or any third party:
1. which is the result of incorrect and/or improper use and/or storage by the Client or by a third party of the goods and/or services supplied. The Client is at all times obliged to carefully observe the enclosed (product) information/instructions/advice and/or the safety data sheets and to act in accordance with the instructions contained therein. The Client is obliged to stipulate a corresponding provision vis-à-vis third parties. The Contractor is also not liable for errors and/or shortcomings with regard to the goods and/or (additional) services supplied if these shortcomings result from the conduct and/or actions of the Client and/or third parties engaged by or on behalf of the Client;
  2. resulting from shortcomings on the part of its suppliers;
  3. which is the result of repairs, changes or extensions to the goods and/or services carried out by parties other than the Contractor without the Contractor's prior written consent;
  4. if, in the opinion of the Contractor, goods and/or services have been neglected or have been used, handled and/or maintained carelessly and/or incompetently;
  5. if type numbers, serial numbers and/or warranty stickers have been damaged, removed and/or altered;
  6. if changes have been made to the warranty certificate and/or purchase receipt;
  7. if defects have arisen due to the failure to connect and/or install and/or use (approved) goods and/or services in accordance with the regulations;
  8. if defects have arisen as a result of deviating environmental conditions, insofar as such conditions are indicated;
  9. if defects are caused by other external causes;
  10. if the seal of the goods and/or (additional) services, if any, has been broken.



- 14.3. The Contractor shall never be liable for a health hazard that it could not have known at the time of its act or fails to act.
- 14.4. The Contractor's liability shall never exceed the amount charged by the Contractor to the Client, excluding VAT, less amounts already invoiced and still to be paid, whether or not to be paid by third parties engaged, at least, if the Contractor has taken out (liability) insurance in this regard, up to the maximum amount paid out by the insurer. In addition, in the case of partial deliveries, the Contractor's obligation is limited to the price relating to that part of the contract with which the claim is most closely related. If, as a result of an event (or series of events with the same cause), more than one (1) claim arises and the joint claims exceed the maximum amount mentioned above, the claims will be paid proportionately.
- 14.5. Claims on the basis of the liability of the supplier are time-barred by the lapse of 12 months after delivery of the goods and/or (additional) services or after the damage or the onset thereof has been discovered, or at least could reasonably have been discovered.
- 14.6. Damage, as referred to in Article 14, must be reported to the Contractor in writing by registered mail as soon as possible, but no later than within 14 days after it could reasonably have been discovered. Damage that has not been brought to the Contractor's attention within the aforementioned period and in the prescribed manner will not be eligible for compensation. At least with regard to Consumers, this does not apply if the Consumer makes it reasonably plausible to the Client that a timely written response/report could not reasonably be expected of him/her.



## **15. Client's liability**

- 15.1. If two or more clients have jointly placed/given an order/assignment to/to the Contractor, they are jointly and severally liable to the Contractor.
- 15.2. Except in the event of intent and/or gross negligence on the part of the Contractor, as referred to in these general and/or additional terms and conditions, and except insofar as this is contrary to provisions of mandatory law, the Client is obliged to compensate the Contractor for all damage in the broadest sense of the word that may arise for the Contractor as a direct or indirect result of legal claims, which are instituted by third parties in connection with or as a result of the performance of the agreement between the Client and the Contractor. The Client indemnifies the Contractor (and its employees) against all claims by third parties in the broadest sense of the word, as referred to above, more specifically, but not exclusively, against claims for violation of intellectual property rights, product liability as a result of a defect in a product and/or system and/or (additional) service that was supplied by the Client to a third party and that also consisted of goods supplied by the Contractor (equipment, Software, websites, databases or other materials) and/or (additional) services, except if and insofar as the Client proves that the damage was caused by those goods and/or (additional) services.

## **16. Guarantee**

- 16.1. The Contractor will deliver the goods and/or (additional) services in accordance with technical and/or functional specifications agreed in the agreement and guarantees the usual normal quality and soundness of the delivered goods, but its actual lifespan can never be guaranteed.
- 16.2. The Contractor shall perform its duties as may be expected of a company in its sector, but does not accept any liability for any damage as referred to in Article 14, including loss of life and personal injury, consequential damage, trading loss, loss of profit and/or loss of stagnation.
- 16.3. Unless the parties have agreed otherwise in writing, the Contractor will not provide any guarantee on the goods and/or (additional) services delivered other than that provided by the Contractor's subcontractor. In the event that the Supplier's warranty conditions are declared non-binding in court or that no warranty conditions apply, only the provisions of the Contractor's general and/or additional terms and conditions shall apply.
- 16.4. If the parties agree in writing that the Contractor will provide the Client with a warranty on goods and/or services and the content of that warranty has not been further laid down in writing, the warranty will only include free repair/repair or replacement of (parts of) the goods in the event of material and/or manufacturing defects. The warranty does not include the supply and/or replacement of consumables.
- 16.5. The Contractor does not guarantee and is never deemed to have guaranteed that the goods and/or services provided are suitable for the purpose for which the Client wishes to process, process, have used or use them.
- 16.6. No guarantee will be granted on goods and/or services of which the Client cannot demonstrate that it has been able to provide them within the warranty period supplied to the Contractor.
- 16.7. The warranty period is not extended or renewed by carrying out warranty work, on the understanding that the warranty on the warranty work carried out is 3 months.

## **17. Termination of the agreement**

- 17.1. If, after having been given notice of default, the Client does not comply with what the parties have agreed, or at least not in a timely and/or proper manner, the Contractor is entitled to dissolve the agreement in writing by immediate extrajudicial effect. In that case, the Contractor is obliged, with due observance of the provisions of these general and/or additional terms and conditions, to reimburse the costs incurred and amounts advanced by the Contractor, which in that case are immediately due and payable and cannot be used to set off any claim that the Client has against the Contractor. The foregoing does not affect the Contractor's right to compensation, including but not limited to the positive contractual interest.
- 17.2. The Contractor is entitled, without further notice of default, to dissolve the agreement in writing with immediate effect if:
1. the Client applies for a moratorium;
  2. the client files a declaration of bankruptcy or is declared bankrupt;
  3. the client is admitted to the debt restructuring scheme;
  4. the Client offers an amicable or judicial settlement;
  5. the Client becomes incompetent and/or legally incapacitated in any other way (loses all or parts of its assets);
  6. the Client ceases/stops his/her business operations;
  7. the Client liquidates his/her company;
  8. the client dies or is placed under guardianship;
  9. the Client changes its legal personality;
  10. (part of) the Client's assets are subject to attachment by way of execution;
  11. It appears to the Contractor that the Client is insufficiently creditworthy, at the discretion of the Contractor;
  12. the Client refuses to provide (further) security and/or refuses to make an advance payment;
  13. the Client fails to comply with obligations under other agreements with the Contractor after notice of default or fails to pay on time;

- 17.3. The Client waives all rights to dissolve the agreement pursuant to Article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory provisions of law preclude this, in which case the (extra)judicial dissolution of the agreement will not result in the undoing of the goods and/or (additional) services already supplied by the Contractor. In the aforementioned case, the amounts owed by the Client at the time of dissolution are immediately due and payable and cannot be used to set off any claim that the Client has against the Contractor.
- 17.4. In the event that the Client cancels or terminates the agreement, the Client will owe the Contractor a fee to be determined by the Contractor. In the event of cancellation or termination, the Client is obliged to compensate the Contractor for all costs, damage and loss of profit. The Contractor is entitled to fix the costs, damage and loss of profit and – at its discretion and depending on the work or deliveries already carried out – to charge 20% to 100% of the agreed price to the Client.
- 17.5. The Client is liable to third parties for the consequences of the cancellation or termination and/or indemnifies the Contractor in this respect.
- 17.6. A majority shareholding by third parties in the undertaking of one of the parties cannot be regarded as an urgent reason for the immediate termination of the contract.
- 17.7. Amounts already paid by the Client to the Contractor will not be refunded.

## **18. Retention**

- 18.1. Unless the parties have agreed otherwise in writing, all goods and/or (additional) services delivered and to be delivered shall remain the exclusive property of the Contractor until all claims that the Contractor has or will have against the Client, including, but not limited to, claims pursuant to Section 3:92(2) of the Dutch Civil Code (interest and (extra)judicial costs) and attributable shortcomings, fully satisfied.
- 18.2. As long as the ownership of the delivered goods and/or (additional) services has not been transferred to the Client, the Client is not permitted to pledge or encumber the goods with any other right for the benefit of a third party.
- 18.3. Subject to the provisions of Article 5, the Client is not permitted to assign and/or pledge claims that the Client obtains against its clients/customers to third parties without the prior written consent of the Contractor. At the time of entering into the agreement, the Client undertakes to pledge the claims of its clients/customers, as referred to above, to the Contractor at the Contractor's first request in order to provide additional security for all claims that the Contractor has against the Client, for whatever reason.
- 18.4. The Client is obliged to carefully store and/or use the goods and/or (additional) services supplied by the Contractor subject to retention of title with due care and as recognisable property of the Contractor.
- 18.5. The Client is obliged to insure the goods and/or (additional) services against fire, explosion and (water) damage, as well as against theft, for the duration of the retention of title. The Client will provide the Contractor with (a copy of) the policies for inspection upon first request.
- 18.6. Subject to the provisions of Article 5, all claims of the Client against the insurers of the goods and/or services under the insurances, as referred to in Article 18.5., shall be subject to the Contractor shall be pledged to the Contractor as additional security for all claims that the Contractor has against the Client, for whatever reason.



- 18.7. In the event that the Client fails to comply with its obligations towards the Contractor or the Contractor has a well-founded fear that the Client will fail in its obligations, the Contractor is entitled to take back the goods and/or (additional) services delivered subject to retention of title, after which the Client will be credited for the market value, which will in no case be higher than the original purchase price, less the costs associated with the repossession, and without prejudice to all other rights to which the Contractor is entitled in that case, including, but not limited to, the right to set-off against any damage suffered by the Contractor. The Client must at all times and without reservation grant the Contractor access to the location where the goods are located.
- 18.8. In the event that the Contractor invokes the retention of title, as referred to in Article 18.7 above. the agreement concluded in this respect is deemed to have been dissolved, without prejudice to the Contractor's right to claim compensation for the damage suffered and/or to be suffered by it, loss of profit and interest.
- 18.9. The Client is obliged to immediately inform the Contractor in writing of the fact that third parties assert rights to goods and/or (additional) services that are subject to retention of title pursuant to this article.
- 18.10. The Client must immediately inform the Contractor if the goods and/or (additional) services are or are likely to be seized or if the property rights of the Contractor or third parties engaged by the Contractor are otherwise likely to be harmed. The Client must grant the Contractor unhindered access to the location where the goods are located.
- 18.11. The Client must ensure that the goods and/or (additional) services are placed at a suitable (dry and vibration-free) location. The Client shall not affect the type and serial numbers, logos and/or other means of marking affixed to the goods and/or (additional) services.



## **19. Intellectual property rights**

- 19.1. All intellectual property rights or other rights relating to the goods and/or services supplied are vested in the Contractor, or at least in the relevant rightful owner of the Contractor's supplier, etc.
- 19.2. The Client indemnifies the Contractor vis-à-vis third parties against claims in the broadest sense of the word with regard to infringement of third parties' (intellectual property) rights.
- 19.3. The Client shall immediately notify the Contractor of any claim by third parties in respect of infringement of their (intellectual property) rights.
- 19.4. The Client shall immediately notify the Contractor of any violation of the intellectual (property) rights of the Contractor and/or the Contractor's subcontractor.
- 19.5. Unless the parties have agreed otherwise in writing, the Client is not permitted to change and/or remove the Contractor's trademark and/or identification marks affixed to the goods or their packaging.
- 19.6. Unless the parties have agreed otherwise in writing, the Client is not permitted to change and/or copy the goods and/or (additional) services or any part thereof.

## **20. Personal data**

- 20.1. The Contractor processes personal data in accordance with the General Data Protection Regulation (hereinafter: GDPR).
- 20.2. The Contractor uses personal data for the following:
1. to be able to maintain contact and the relationship with the Client;
  2. entering into (assessing and accepting the Client) and executing agreements (to deliver our products and services to the Client);
  3. for the exchange of personal data with third parties if this is necessary for the execution of the agreement with the Client;
  4. to carry out (targeted) marketing and sales activities, such as providing information about other products and services of the Contractor that may be interesting and relevant to the Client;
  5. for the analysis of personal data in order to be able to improve the service provided to the Client, to improve the product and service range, and to better respond to the situation and wishes of the Client;
  6. for statistical and scientific purposes and to improve its services and identify trends;
  7. to control access to applications/websites and provide functionalities, including through cookies;
  8. to be able to answer questions and comments from the Client and to provide the Client with the best possible assistance;
  9. to be able to comply with (other) legal obligations.
- 20.3. The Contractor may engage third parties in the performance of the services and business activities. These third parties then process data in the capacity of processor for the Contractor or as (joint) controller.
- 20.4. The Contractor has taken adequate technical and organizational measures to protect personal data against loss or unlawful use.



- 20.5. The Client or data subject may request access to the data that the Contractor processes about the person in question. In addition, it can and will correct or delete data on request. After an application, the Contractor will provide an overview of the personal data within four weeks. The request can be submitted in writing with a copy of the proof of identity by sending it to the address of the Contractor or via the e-mail address mentioned on the website of the Contractor with the subject "request regarding personal data". The Contractor may charge a statutory fee for the request for a statement.
- 20.6. The Contractor will only provide personal data to third parties if there is a (legal) obligation to do so or if there is prior explicit consent from the data subject or if provision is necessary with regard to the performance of the Agreement or on the basis of a reasonable, general, justified or vital interest or public order.
- 20.7. If the Client/data subject does not want personal data to be processed by the Contractor for marketing activities. The Client may submit a request to this effect by e-mail or by post. The Client can also use the option to unsubscribe at the bottom of each newsletter. With regard to mailing that is necessary for the service, such as login details, usage, verification of accounts, updates and notification of maintenance/malfunctions, etc., it is not possible to unsubscribe.
- 20.8. More detailed information about the way in which the Contractor handles personal data can be found in the privacy statement on the Contractor's website.



## **21. Returns**

- 21.1. Unless otherwise stipulated in these general terms and conditions and/or the additional terms and/or conditions and/or the agreement, return shipments will only be accepted by the Contractor with the prior written consent, provided that the return shipment is free of charge.
- 21.2. In all cases, return shipment will be made in a manner to be determined by the Contractor and in the original, unopened packaging with, if applicable, unbroken seal(s).
- 21.3. A return shipment received by the Contractor does not in any way imply any acceptance of a defect or any approval by the Contractor.

## **22. Miscellaneous**

- 22.1. The Contractor is entitled to amend the general and/or additional terms and conditions. The amendments will enter into force four (4) weeks after the announcement or at a later date specified in the announcement.
- 22.2. Amendments, as referred to in Article 22.1., also apply to existing agreements to which these general and/or additional terms and conditions have been declared applicable, unless the Contractor indicates that this is not the case.
- 22.3. The Client is obliged to inform the Contractor as soon as possible of facts and circumstances that may have a substantial negative impact (in a financial sense) on the goods and/or services to be delivered by the Contractor to the Client, in order to give the Contractor the opportunity to overcome any resulting damage. This does not affect the Contractor's right to compensation, including but not limited to the positive contractual interest.
- 22.4. Demo models shown and/or provided, as well as statements of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the Contractor's website are as accurate as possible, but are only indicative. No rights can be derived from this.
- 22.5. The conditions set out in Article 22.4. The said demo models remain the property of the Contractor at all times and must be returned at the Contractor's first request, unless the parties have agreed otherwise in writing.



## **23. Governing Law**

- 23.1. The legal relationship between the parties is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded. All disputes arising from or in connection with (the formation of) this agreement, or agreements arising from this agreement, must be submitted to the District Court of Zeeland-West Brabant location Breda.