



## **General Terms and Conditions**

General Terms and Conditions of:

Eleqtron B.V. h.o.d.n. Eleqtron t.h.o.d.n. Eleqtron Production  
Edisonstraat 87  
3281 NC Numansdorp  
The Netherlands

Chamber of Commerce No: 61040541  
(AS 121-16)

**Article 1: Applicability, definitions**

1. These General Terms and Conditions apply to any offer and to any contract of sale and purchase and to any contract of services to carry out work of Eleqtron B.V. h.o.d.n. Eleqtron t.h.o.d.n. Eleqtron Production, established in Numansdorp, hereinafter to be referred to as “the User”.
2. The buyer or the client is hereinafter referred to as “the Other Party”.
3. Various provisions in these General Terms and Conditions refer to a natural person who acts outside his trade, business or profession. In these provisions the Other Party is indicated by the term “the Consumer”.
4. “Offer” shall mean: any offer from the User, whether or not in the form of a written quotation.
5. “In writing” shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
6. “Documents” shall mean: advices, calculations, drawings, designs etc. to be created or submitted by the User and/or Other Party. This may concern both physical and digital documents.
7. “Information” shall mean: both the aforementioned documents and other (oral) data (to be) submitted by the User and/or the Other Party.
8. “Items” shall mean: materials, components, etc. to be sold and supplied as individual items, materials, components, etc. from the range, to be used or required by the User for carrying out the work - and in this context to be supplied to the Other Party.
9. “Object” shall mean: the equipment, the machine, the system, the vehicle, etc. on or in which the agreed work will be carried out.

10. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
11. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
12. These General Terms and Conditions shall also apply to repeat or part orders, subsequent or partial assignments flowing from the agreement.

**Article 2: Offer**

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. The User may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. A composite offer does not oblige the User to deliver part of the offered performance/items against a corresponding part of the price or the rate.
3. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, the User may adjust the quoted prices, rates and/or delivery or completion periods.
4. The offer, the prices and/or the rates do not automatically apply to repeat orders or subsequent assignments.
5. Samples and models that are displayed and/or provided and specifications of capacities, functionalities, dimensions and other descriptions and specifications in brochures, promotional material and/or on the User’s website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
6. The samples and models provided shall remain the property of the User and are returned to the User immediately on the User’s request at the expense of the Other Party.
7. The User may charge the costs related to the proposal to the Other Party if it has notified the Other Party beforehand of those costs in writing.

**Article 3: Establishing agreements**

1. The agreement is established after the Other Party has accepted the offer of the

User, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after the User has explicitly agreed with these deviations in writing.

2. The User shall only be bound to:

- a. an assignment or an order without prior offer thereto;
- b. oral agreements;
- c. additions to or changes of the General Terms and Conditions or agreement;

after written confirmation to the Other Party or as soon as the User - without objection of the Other Party - has started the performance of the assignment, order or arrangements.

#### **Article 4: Fee, prices, rates**

1. Unless parties agree a fixed fee, the User shall calculate the fee based on the number of hours spent and applying the agreed/usual hourly rate. In the event of disputes concerning the numbers of hours spent/charged, the User's time recording shall be binding unless the contrary is proved by the Other Party.
2. The hourly rates apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) for the times agreed between parties.
3. In the event of urgent work or if the work must be carried out outside the normal working days at the request of the Other Party, the User shall be entitled to charge a surcharge on the hourly rate.
4. The User may increase an agreed fixed fee if it should appear during the performance of the agreement that the agreed/expected amount of work was not estimated correctly, without the misjudgement being attributable to the User, and it cannot reasonably be expected from it to carry out the work at the agreed fee.
5. The prices and rates stated in an offer, price- or rate list are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, shipping costs, call-out charges, administrative costs and expense claims of third parties engaged.
6.
  - a. If (cost) price increasing circumstances occur at the expense of the User between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations

or price changes of the required items, the User may increase the agreed prices and rates accordingly and charge these to the Other Party.

- b. In the case of price- and rate increases within 3 months after the agreement was concluded, the Consumer may terminate the agreement by means of a written statement. Unless the Consumer notifies the User within 14 days after the price- or rate change was announced that he wants to use his right of termination, the User may assume that the Consumer agreed to the change.

#### **Article 5: Engaging third parties**

If the User deems this necessary, it shall have the right to have specific deliveries and work carried out by third parties.

#### **Article 6: Obligations of the Other Party**

1. The Other Party ensures that:
  - a. it makes all information required for the execution of the agreement available to the User in time and in the manner required by the User;
  - b. the User has access to the work site at the agreed dates and times;
  - c. the work site is in such a condition that the User can perform or continue its work unhindered;
  - d. the User shall have at its disposal, or shall have access to the objects in or on which the work must be carried out on the agreed dates and times and that these objects are in such a condition that the User can carry out the work and continue it without being obstructed;
  - e. the third parties engaged by it shall perform their work or deliveries in such a manner that the User shall not be hindered by this and shall not be delayed during the execution of the agreement;
  - f. the User can dispose of any required facilities for electricity (high-voltage current), gas and water, at the work site free of charge. Lost working hours due to water-, gas- or power outages shall be charged to the Other Party;
  - g. the User has free access to toilets, site huts or canteens on or near the work site;
  - h. sufficient facilities shall be available at the work site concerned for the collection of waste;

- i. there is a room available at the work site where the User can store or put away its tools and suchlike in order to prevent damage or theft;
  - j. the other facilities reasonably required by the User and/or its subcontractors are available for free at the work site;
  - k. the User shall be notified before the start of the work of the location of (own and indoor) cables, pipelines, etc., which do not fall under the Underground Grids Information Exchange Act;
2. The Other Party ensures that the provided information is correct and complete and it shall indemnify the User against any claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. The User shall treat the information provided by the Other Party in confidence and only provide it to third parties insofar as necessary for the execution of the agreement.
4. The Other Party is liable for any loss of, theft of and other damage to the tools and suchlike which the User uses or has stored during the execution of the work at the Other Party's. This also includes damage as a result of imperfections, faults and suchlike at the work site.
5. The Other Party allows the User to use name indications and promotion material at the work site or stick them to the work free of charge.
6. If the above obligations are not fulfilled (on time), the User may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
7. If the Other Party does not fulfil his obligations and the User does not require immediate compliance, this will not affect the right of the User to require compliance at a later date.
4. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by the User. The User is not liable for any damage of whatever nature that is related to the dispatch or the transport.
5. Unless parties agree on another term, deliveries to the Consumer will be carried out within a period of up to 30 days after concluding the agreement. In this case the risk will transfer to the Consumer the moment the items are physically available to him/a third party appointed by him (not being the transporter). If the Consumer appoints the transporter himself (not being a transporter suggested by the User), the risk transfers to him on receipt of the goods by this transporter. Dispatch or transport is at the expense of the Consumer.
6. If the User delivers the ordered/required items itself to the Other Party, the risk of the items will pass to the Other Party at the moment that they arrive at the Other Party's (work) site and are in fact at its disposal.
7. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the performance or the items agreed (in the agreed manner) to the Other Party, or if these are not collected, the User may store the ordered items/ the items purchased for the execution of the agreement at the expense and risk of the Other Party. Following notification, the Other Party will give the User the opportunity to deliver the performance or the items or collect these within a reasonable period set by the User.
8. If the Other Party still fails to meet its obligation after the aforementioned reasonable period, it shall be immediately in default. The User may then, either fully or partially, terminate the agreement with immediate effect by means of a written statement and sell the items to third parties and destroy any already created documents without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of the User and/or the right of the User to demand compliance at a later date.

#### **Article 7: Delivery, delivery and completion periods**

1. The agreed terms shall never be final deadlines. If the User fails to meet its obligations (on time), the Other Party must give notice of default to him and grant reasonable time to meet these obligations at a later date.
2. The User may execute the agreement in parts and invoice each part delivery or –performance separately.
3. The risk of items to be delivered transfers to the Other Party the moment these leave the User's premises, warehouse or shop or the User informed him that the items are ready for collection.

#### **Article 8: Progress, execution of agreement**

1. If the start, progress or completion of the work or the agreed delivery of items is delayed due to the fact that:
  - a. the User has not received all the essential information from the Other Party in time;
  - b. the User has not received any agreed (advance) payment from the Other Party in time;

- c. there are other circumstances which are at the Other Party's expense and risk;  
the User is entitled to a reasonable extension of the completion or delivery term and to compensation of the costs and damages involved, such as possible waiting hours.
2. If the agreement is executed in phases, the User may suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. The User shall exert itself to effect the agreed work and deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it. If the execution of the agreement is to be speeded up on the request of the Other Party, the User may charge the overtime hours and other costs involved to the Other Party.
4. The User shall draw the Other Party any imperfections, errors, failures, etc. in the, by or on behalf of the Other Party:
  - a. provided documents;
  - b. prescribed constructions, working methods, etc.;
  - c. given instructions;
  - d. provided or prescribed items and aids;
 insofar as the aforesaid imperfections, errors, failures, etc. are relevant for the performance by the User and are or could be familiar to him.
5. The User is deemed to be familiar with the relevant statutory provisions and governmental decisions. The costs involved for the observance of these prescriptions and decisions shall be at the expense of the Other Party.
6. The User shall inform the Other Party about the consequences for agreed prices, rates and terms:
  - a. in the event of changes to the agreed work requested by the Other Party;
  - b. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, the User shall first discuss the changes to the execution with the Other Party. If the execution of the agreement has become impossible as a result, the User shall in any case be entitled to full compensation for any work already carried out and/or any deliveries already made.
7. The Other Party shall carefully check each draft document submitted to it by the User and shall make its response known to the User as soon as possible. If necessary, the User shall adjust the draft and submit it again for approval. The

User may then require that the Other Party shall initial each page of the definitive version or signs a written statement of approval for this purpose. The Other Party shall only be permitted to use the documents produced after the above-mentioned approval.

8. If the User has to amend already approved documents, it will be considered as additional work and the User may charge the additional costs arising as a result to the Other Party.

#### **Article 9: Additional or reduced work**

1. Additional work shall mean: any additional work and deliveries not included in the offer or in the assignment at the request of the Other Party or necessarily arising from the extra work.
2. Additional and reduced work shall be agreed in writing between the User and the Other Party. The User shall only be bound by oral agreements after written confirmation thereof to the Other Party or as soon as he - without objection from the Other Party - has started with the execution of these agreements.
3. Settlement of additional or reduced work shall in any case take place in the event of:
  - a. changes to the original assignment;
  - b. unforeseen cost increases or cost reductions and deviations from offsettable and/or estimated quantities/numbers.
4. Settlement of additional or reduced work shall take place on final settlement, unless parties have agreed otherwise in writing. If the balance of the reduced work exceed the balance of the additional work, the User may pass on 10% of the difference of the balances to the Other Party upon final settlement. This does not apply if the reduced work is the result of a request by the User.

#### **Article 10: Inspection, approval, completion**

1. At the moment when the agreed work is completed, the User shall inform the Other Party thereof.
2. The work is completed in accordance with the agreement at the moment when the Other Party has inspected it and has signed the delivery statement or the work slip for approval.
3. The work is deemed to have been approved if:
  - a. the Other Party has not returned the signed delivery statement or work

- slip within 2 weeks and has not filed a complaint within the same period;
  - b. the User has not provided a delivery statement or work slip and the Other Party has not filed a complaint within 2 weeks after the completion of the work;
  - c. the result thereof or the object has been taken into use by the Other Party before expiry of the aforesaid period.
- 4. Work not yet carried out or not yet completed by the third parties engaged by or on behalf of the Other Party, which will affect the appropriate use of the result/object, do not constitute grounds for withholding approval of the work completed by the User.
- 5. Small defects that can be repaired in a simple manner during the defects liability period agreed between parties, shall not be a reason to withhold an approval, provided that these defects do not prevent that the work is put into use. In the absence of an agreed period, a defects liability period of 30 days after completion shall apply. The User shall repair any small defects found within this period.
- 6. If the Other Party still finds defects, imperfections, etc. after the completion or the defects liability period, the provisions of the Complaints Article shall apply..
- 4. If a complaint is not reported in a timely manner, it is not possible to make a claim under the agreed guarantee.
- 5. Complaints shall not suspend the Other Party's payment obligations.
- 6. The previous paragraph does not apply to the consumer.
- 7. The Other Party shall give the User the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation or if the User should investigate the complaint on site, this will be at the expense of the Other Party, unless the complaint proves to be justified. The transport risk will always be borne by the Other Party.
- 8. Returning the items shall take place in a manner to be determined by the User and in the original packaging or deposit packaging.
- 9. No complaints can be lodged about:
  - a. deviations regarding specified capacities, functionalities, dimensions, etc. that are acceptable in the sector as minor;
  - b. errors in already approved documents;
  - c. defects or faults which are wholly or partially the result of normal wear;
  - d. items that have changed in nature and/or composition after receipt by the Other Party or have been altered otherwise or fully or partially treated or processed.

#### **Article 11: Complaints**

- 1. The Other Party shall check the delivered items immediately on receipt and state any visible failures, defects, damage and/or anomalies in numbers on the consignment note or accompanying note or, in their absence, reports these to the User in writing within 2 working days. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
- 2. Other complaints about the delivered items are reported to the User by the Other Party in writing immediately after discovery, but no later than within the agreed guarantee period. The Other Party shall bear all risks of failing to report directly. If no guarantee period has been agreed, the period of one year following delivery shall apply.
- 3. The Other Party shall report any complaints about the work carried out in writing immediately after discovery, yet within the (guarantee) period set by the User after completion. All consequences of not reporting these immediately will be at the Other Party's risk. If no (guarantee) period has been agreed, a (guarantee) period of 3 months shall apply. If such complaints are not timely reported, the work is deemed to have been carried out in accordance with the agreement.

#### **Article 12: Guarantees**

- 1. The User shall execute the deliveries and work agreed in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
- 2. The User shall be responsible during the guarantee period for the usual quality and reliability of the items delivered.
- 3. When using the items required for the execution of the agreement, the User shall base its information on the information provided by the manufacturer or supplier about the characteristics of these items. If the manufacturer or supplier provides a guarantee for the delivered or required items, this guarantee applies in the same manner between the parties. The User shall inform the Other Party in this regard.
- 4. If the purpose for which the Other Party wishes to use the items differs from the customary use of these items, the User shall only guarantee that the items are suitable for this if it has confirmed so in writing to the Other Party.
- 5. No claim can be made under the guarantee until the Other Party has paid the

price/fee agreed for the items and/or work.

6. The previous paragraph does not apply to the Consumer.
7. In the case of a justified claim under the guarantee the User will arrange - at its discretion - for a repair or replacement of the items free of charge, to still correctly implement the agreed work or a repayment or discount on the agreed price or fee. If there is any additional damage, the provisions set out in the Liability Article shall apply.
8. The Consumer may always opt for repair or replacement of items free of charge or to still correctly implement the agreed work, unless this may, in all reasonableness, not be demanded from the User. In the latter case the Consumer may terminate the agreement by means of a written statement or demand a discount on the agreed price or fee.

#### **Article 13: Liability**

1. The User shall accept no liability other than the guarantees, guaranteed results or quality requirements explicitly agreed or given by the User.
2. The User is only liable for direct damage. Any liability of the User for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If the User is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by the User, the liability for compensation shall be limited to the invoice amount of the delivered items and/or the work carried out.
5. The Other Party must sue the User for any damage suffered by him within 6 months after he became or could have become aware of it.
6. Contrary to the previous paragraph, a period of 1 year applies to the Consumer.
7. If the User has to carry out work or make deliveries based on the documents provided by or on behalf of the Other Party, it shall not be responsible for the content, correctness and completeness of these documents.
8. If the Other Party provides materials and/or components for further treatment/installation, the User shall be responsible for a correct treatment/installation but not for the reliability of the materials or components themselves.
9. The User shall never be liable for damage resulting from work carried out or

deliveries made by or on behalf of the Other Party.

10. The User is not liable - and the Other Party cannot make a claim under the applicable guarantee - if the damage has arisen due to:
  - a. improper use, use contrary to the purpose of the delivered items or use contrary to the directions, advice, operating instructions, etc. provided by or on behalf of the User;
  - b. incompetent safekeeping (storage) or incompetent/incorrect installation of the delivered items by or on behalf of the Other Party;
  - c. errors, incompleteness, defects, etc. in the information, materials and/or components provided/prescribed to the User by or on behalf of the Other Party;
  - d. instructions or directions from/on behalf of the Other Party;
  - e. or due to a choice of the Other Party, which deviates from the User's advice and/or what is customary;
  - f. deterioration of the items by external influences other than influences which the items should normally be protected against, i.e. fire, lightning, floods, etc.;
  - g. or due to the fact that (repair) work or adjustments to the delivered items carried out by or on behalf of the Other Party on its behalf, without the User's explicit prior permission.
11. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies the User against any claims from third parties.
12. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or wilful recklessness by the User or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall the User indemnify the Other Party against any third party claims.

#### **Article 14: Payment**

1. The User may require (partial) advance payment or other security for payment at all times. The required advance payment for the Consumer is a maximum of 50% of the agreed price.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within the payment term.



3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to the User a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. In the aforementioned situation a default interest of 6% on an annual basis applies to the Consumer, unless the statutory interest is higher. In this case the statutory interest applies.
5. If payment is not forthcoming after notice was given, the User may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
6. In the above-mentioned notice, the User shall give the Consumer a term of at least 15 days to make a payment. If payment is again not forthcoming, the extrajudicial collection costs for the Consumer will be:
  - a. fifteen percent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40,00);
  - b. ten percent of the amount of the principal sum over the next € 2,500.00 of the demand;
  - c. five percent of the amount of the principal sum over the next € 5,000.00 of the demand;
  - d. one percent of the amount of the principal sum over the next € 190,000.00 of the demand;
  - e. half a percent of the surplus of the principal sum.
 All this with an absolute maximum of € 6,775.00.
7. For the calculation of the extrajudicial collections costs the User may, after 1 year, increase the principal amount by the default interest accrued in that year.
8. In the absence of full payment, the User may terminate the agreement without further notice of default by a written statement or to suspend its obligations under the agreement until payment is received or provided appropriate security. The User shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's/the Consumer creditworthiness even before the Other Party/the Consumer enters into default regarding payment.
9. The User will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
10. The Other Party may not deduct any claims of the User from any reclamations

that it has on the User. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

11. The previous paragraph does not apply to the consumer.

#### **Article 15: Retention of title**

1. All items supplied/to be supplied under the Agreement shall remain the property of the User until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. The Other Party may resell the items during his normal business operations, provided he stipulates that his customers recognize an identical retention of title on these items.
5. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
6. The Other Party informs the User immediately in writing if third parties claim to have ownership or other rights to the items.
7. As long as the Other Party holds the items, it shall carefully store them as identifiable property of the User.
8. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on the User's request he will give access to the insurance policy and any included proof of premium payments.
9. If the Other Party contravenes this article or if the User claims retention of title, the User and his employees may enter the Other Party's site and take possession of the items. This does not affect the User's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.



#### **Article 16: Intellectual property rights**

1. The User is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the work, items, documents etc. delivered or produced by him in the context of the agreement. The exercise of these rights is explicitly and exclusively reserved to the User.
2. This means, among other things, that the Other Party may not:
  - a. use the documents delivered or produced by the User outside the context of the agreement, may not multiply them or provide them to third parties for inspection;
  - b. copy, chance, reproduce etc. the works, items or components thereof delivered or produced by the User;
 without prior written permission of the User.
3. The Other Party guarantees that the documents and files provided by it to the User shall not infringe any intellectual property right of any third party. He is liable for any damage that the User suffers because of such infringements and shall indemnify him against any claims from third parties.

#### **Article 17: Right of retention**

1. The User may suspend the return of the objects of the Other Party, which it has in possession to carry out the agreed work, if and during the period that the Other Party:
  - a. has not (fully) paid the costs of (previous) work on these objects;
  - b. other due debts arising from the contractual relationship with the User have not been (fully) paid.
2. The User is not liable for any damage - of whatever nature - arising from the retention right exercised.

#### **Article 18: Bankruptcy, loss of power to dispose of property, etc.**

1. The User may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
  - a. is declared bankrupt or files for bankruptcy;
  - b. applies for (temporary) suspension of payment;
  - c. is affected by enforceable seizure;

- d. is placed under guardianship or judicial supervision;
  - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

#### **Article 19: Force majeure**

1. In the event of force majeure of the Other Party or the User, the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with his obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to the User shall include: a non-culpable shortcoming by the User, a non-culpable shortcoming of third parties or suppliers engaged by the User or other serious grounds on his part.
3. In any case force majeure applies to the User in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of the User or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and such-like, as well as transport problems and delivery or completion problems arisen from weather conditions, roadblocks, accidents, and import and export hindering measures.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfill its obligations towards the User until that moment.

#### **Article 20: Cancellation, suspension**

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, the User may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of the User and dependent on all work and/or deliveries made, these damages shall amount to 20 to 100% of the agreed price.
2. If the Other Party should cancel or postpone a planned appointment less than 24 hours beforehand or postpone it, the User shall in any case be entitled to

charge to the Other Party the time reserved for it on the basis of the agreed or customary hourly rate.

3. The Other Party shall indemnify the User against any third-party claims resulting from the cancellation.
4. The User may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
5. Should the agreement be suspended at the request of the Other Party, the costs incurred for the deliveries/work that are carried out, shall be immediately due and payable and the User will have the right to charge these to the Other Party. This also applies to all costs incurred, costs resulting from the suspension and/or hours reserved by the User for the suspension period at the time of suspension.
6. Costs the User incurs as a result of resumed deliveries/work, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, the User may terminate the agreement by means of a written statement to the Other Party.

#### **Article 21:      Applicable law, jurisdiction**

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where the User is established, although the User shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. Irrespective of the choice of the User, the Consumer will always retain the right to submit the dispute before the legally competent court. The Consumer must notify his choice to the User within a month after receipt of the summons.
5. If the Other Party is established outside the Netherlands, the User shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: January 19, 2017

