

These are the Terms and Conditions of Smeulders Interieurwerken B.V having its registered office in Nuenen, as well as of all companies (directly or indirectly) affiliated to it that declare to use these Terms and Conditions.

CHAPTER I. GENERAL

Article 1: Applicability

1. Smeulders Interieurwerken B.V. and/or all companies, whether or not directly or indirectly affiliated with Smeulders Interieurwerken B.V., that declare to use these conditions, are considered to be Users as referred to in these Terms and Conditions.
2. Unless expressly agreed otherwise in writing, these Terms and Conditions apply to all legal relationships with the User. In particular, these Terms and Conditions apply to all special offers, quotation requests and acceptances made by the User and to all agreements, including the formation and execution thereof, to which the User is a party
3. These Terms and Conditions also apply to partial and/or follow-up orders, as well as to additions and/or changes to agreements and further agreements.
4. Any Terms and Conditions of the contracting party that differ from these Terms and Conditions will be hereby expressly rejected by the User.
5. If and to the extent that special offers, acceptances or agreements expressly and validly contain any provision deviating from these Terms and Conditions without the application of these Terms and Conditions being explicitly excluded, the other provisions of these Terms and Conditions shall remain in full force and effect. Such agreed deviations shall never apply to more than one agreement. Therefore, no rights can be derived from such a deviation for other or subsequent agreements.
6. Employees of the User, indirect or direct managers of the User and assistants and/or sub-contractors of the User, including their personnel and managers, all this in the broadest sense of the word, are entitled to an identical invocation to these Terms and Conditions against the contracting party just as the User is entitled to do so.
7. If the legal relationship (partly) relates to sales made by the User, regardless of the title of the legal relationship, in addition to "CHAPTER I. GENERAL" also "CHAPTER II. SALE" shall apply. In the event of any conflict between the provisions of the two chapters the provisions in "CHAPTER II. SALE" shall take precedence.
8. If the legal relationship (partly) relates to purchases made by the User, regardless of the title of the legal relationship, in addition to CHAPTER I. GENERAL also "CHAPTER III. PURCHASE" shall apply. In the event of any conflict between the provisions of the two chapters the provisions in CHAPTER III. PURCHASE shall take precedence.
9. If the legal relationship (partly) relates to subcontracting, regardless of the title of the legal relationship, in addition to "CHAPTER I. GENERAL" also "CHAPTER III. PURCHASE" as well as "CHAPTER IV. SUBCONTRACTING" shall apply. In the event of any conflict between this three chapters the provisions in "CHAPTER IV. SUBCONTRACTING" for on the provisions in CHAPTER III. PURCHASE" and the provisions in "CHAPTER III. PURCHASE" take precedence over "CHAPTER I. GENERAL".
10. If the legal relationship (partly) relates to respectively purchases and/or to sales made by the User and/or to subcontracting, regardless of the title of the legal relationship, all provisions from the four chapters of these conditions shall apply to the Agreement. In the event of any conflict between the provisions of these chapters respectively, the provisions in "CHAPTER II. SALE" take precedence over "CHAPTER IV. SUBCONTRACTING", and/or "CHAPTER IV. SUBCONTRACTING" take precedence over CHAPTER III. PURCHASE" and/or CHAPTER III. PURCHASE" take precedence over "CHAPTER I. GENERAL".

Article 2: General

1. Notifications by the User (including deviations from the concluded Agreement) can only be made binding in writing.
2. If two or more the Contracting Parties have (or are deemed to have) jointly entered into a legal relationship with the User, they are jointly and severally liable for the performance of the service and the resulting consequences.

Article 3: Third-party subcontracting

1. Without the express prior consent of the User, the Contracting Party shall not assign or subcontract the order, of part of it, or part of its execution, to third parties. This provision has effect under the property law pursuant to Article 3:83, Paragraph 2 of the Dutch Civil Code (BW).
2. If the Contracting Party, after having obtained the consent of the User, grants an order to a third party, as referred to in Paragraph 1 of this Article, the Contracting Party shall immediately draw up a written agreement to this effect, of which the present Terms and Conditions shall form a part in such a way that the commissioning Contracting Party assumes the legal position of the User and the accepted third party. The Contracting Party shall stipulate that the accepted third party, in addition to the commissioning Contracting Party, is jointly and severally liable against the User for the proper and timely execution of the Agreement.
3. Transfer/subcontracting by the Contracting Party in conformity to this Article shall not affect the obligations under the Agreement of the Contracting Party towards the User.

Article 4: Cancellation

1. Cancellation is only possible with the explicit consent of the User. If the User agrees to the cancellation, the Contracting Party is obligated to reimburse all costs reasonably incurred for the execution of the Agreement, without prejudice to the User's right to full compensation for loss of profit and for other damages and costs resulting from the cancellation in question.
2. Insofar as the User is dependent on suppliers and has to accept the cancellation of its orders made by one or more of these suppliers, the User shall be entitled to cancel the orders given to it as well, without being obliged to pay any compensation, regardless of the moment at which such cancellation occurs.

Article 5: Force majeure

1. During force majeure on the part of the User, its deliveries and other obligations shall be suspended for the duration the force majeure event.
2. If the force majeure event continues three months after the date on which the User would have defaulted, both Parties have the right to terminate the Agreement without any obligation to pay compensation.
3. If, in force majeure, the User has already partially fulfilled its obligations or can still partially fulfil its obligations, the User is entitled to invoice the part already delivered or to be delivered (carried out or to be executed) separately and the Contracting Party is obliged to pay this invoice as if it were a separate agreement.
4. Within the meaning of this Article, force majeure is understood to mean, in addition to the provisions of the relevant law: any situation arising from unforeseen circumstances as a result of which the execution of the Agreement by the User becomes difficult or impossible, of which in any case (but not limited to) is the case in the situation of: war or risk of war, or any similar situation, regardless of whether the Netherlands is directly or indirectly involved, full or partial mobilisation, state of siege, riot, sabotage, natural disasters, flooding, fire, lightning strike, explosion, discharge of hazardous substances or gases and/or other destruction in factories or warehouses, power supply failure, factory or operational failure of any kind, boycott, sit-down occupation, accidents, strikes, blockades, labour shortages, fuel shortages, raw materials or auxiliary materials, transport

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restrictions, restrictions imposed or prohibited by the authorities, cancellations by or failure to supply suppliers or third parties in any other way, (hold-ups due to) frost, epidemics, theft, embezzlement or damage of goods from warehouse(s), workshop(s) or other business premises of the User or during transport, measures of Dutch and/or foreign public authorities that make the execution of the Agreement more problematic and/or more expensive than could have been foreseen at the time of the conclusion of the Agreement, as well as any (other) circumstances that obstruct the normal functioning of the User's business, as a result of which the fulfilment of the Agreement cannot reasonably be expected of the User.

5. The provisions in this Article also apply if these circumstances concern suppliers of the User and other third parties engaged by the User.

Article 6: Security; deduction; prohibition on ownership transfer

1. The User is entitled at all times to demand security from the Contracting Party for the compliance of all its obligations under the Agreement. Unless the User requires another form of security, the security must be provided in the form of a bank guarantee (issued by a Dutch bank and paid out on demand). If the User does not indicate otherwise, the security to be provided must be equal to 10% (in words: ten percent) of the value (including VAT) of the corresponding commitment.
2. If the Contracting Party fails to provide the required security or advance payment, any obligations incumbent on the User shall lapse, without prejudice to the User's right to full compensation of all of its damage, costs and interest, expressly including loss of profit.
3. The User shall not be obliged to make an advance payment and/or (other) security, in any form whatsoever.
4. The User is entitled at all times to deduct from the Contracting Party the amounts payable in connection with the Agreement against what it has to claim from the Contracting Party for whatever reason. The Contracting Party is not entitled to claim an amount owed by it to the User against an amount owed by the User to it.
5. The Contracting Party is not entitled to assign, pledge, or transfer the ownership of its rights against the User to third parties under any title whatsoever. This provision has effect under the property law pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW).

Article 7: Suspension, dissolution, right of retention

1. If the Contracting Party does not fulfil one or more of its obligations arising from this and other Agreements concluded between the Parties, or does not fulfil them in time or in full, the User is entitled without further notice of default or judicial intervention and without being obliged to pay any compensation, to suspend and/or rescind the fulfilment of the relevant Agreement in whole or in part, without prejudice to all other rights to which the User is entitled.
2. The User is at all times entitled, also during the execution of an agreement, to suspend the fulfilment of its obligations until the Contracting Party has provided security for the fulfilment of all its obligations under this Agreement and other agreements concluded between the Parties at the request and to the satisfaction of the User, as referred to in Article 6 of these Terms and Conditions.
3. The User is entitled to keep all goods of the Contracting Party in its possession, at the expense and risk of the Contracting Party, until the Contracting Party has fulfilled all obligations owed to the User, without prejudice to the right of the User to invoke other rights of suspension and/or retention granted to it by law or by the Agreement.
4. In addition to its other rights, the User can terminate the Agreement with the Contracting Party at any time and without further notice of default or legal intervention and without being liable for damages to the Contracting Party with immediate effect if the Contracting Party is deemed to be unable to pay its due debts, leaves due debts unpaid, becomes insolvent, if a petition for a moratorium is filed for the Contracting Party, if the Contracting Party dies, its business ceases to operate and/or its assets are seized which will not be lifted within 30 days of the date of seizure, as well as if the Contracting Party otherwise loses the right to dispose of (part of) its assets.
5. Any defects in the delivered goods do not entitle the Contracting Party to terminate (that part of) the Agreement, unless the User or the manufacturer/supplier engaged by the User fails to remedy them after repeated attempts.
6. As a result of the dissolution, reciprocal existing claims become immediately due and payable. The Contracting Party is liable for all damage suffered by the User.
7. Unless otherwise required by Law, the Contracting Party is not entitled to terminate the Agreement in whole or in part. Unless otherwise required by Law, the User is entitled to terminate the Agreement in whole or in part if it has a substantial interest in doing so.
8. The Contracting Party is not entitled to invoke a right of retention.
9. By bringing goods under the control of User (or having them brought under the control of the User), the Contracting Party establishes a pledge on them for everything that it owes to the User, for whatever reason. This shall in any case include claims arising from agreements that have not yet been settled, regardless of whether they are due and payable at that time. The Parties hereby agree that the User as a pledgee may convert the possessory pledge into a non-possessory pledge by registering the Agreement in force between them together with a copy of these Terms and Conditions as a private instrument.

Article 8: Insurance; damage to material/equipment etc.

1. The Contracting Party must insure itself against its liabilities in such a way that the insurer cannot invoke the remission, objection or transfer in terms of other insurances or liability insurances of other parties, whether or not previously taken out by the Contracting Party. If the Contracting Party acts as a supplier, its insurance must also fully cover its liability against the final Purchasers/Users, irrespective of the number of intermediate deliveries, of its product after completion. In the case of the use of motor vehicles and other rolling stock, the Contracting Party must insure itself against the damages caused to the User and/or third parties due to liability:
 - a. for which there is an insurance obligation under the Motor Insurance Liability Act (WAM) and/or the Carriage of Passengers by Road Act;
 - b. for which standard insurance terms have been drawn up by the Federatie van Nederlands Kraanverhuurbedrijven (Federation of Dutch Crane Letting Companies) and at least in accordance with these insurance terms.The abovementioned insurances must be taken out for sufficient amounts, taking into account the insured risk. The Contracting Party is compelled to make the policies available to the User upon request. The User is hereby irrevocably authorised to ask the insurer in question whether the premium owed has been paid, as well as to appoint itself or have itself designated as a beneficiary of the insurance. The User is entitled suspend the payment as long as the Contracting Party has not fulfilled its obligation to provide information in this regard. If the Contracting Partner does not fulfil its insurance obligation, or does not provide any information on this, the User is entitled to insure the aforementioned liabilities at the expense of the Contracting Party and to offset the costs involved against the Contracting Party.
2. The User is not liable for loss, theft and/or vandalism associated with materials, equipment, tools and suchlike of the Contracting Party, all this, in the broadest sense of the word, even if this is related to the conduct of its personnel and/or contracted third parties/assistants. The consequences of this shall be borne by the Contracting Party who has to take out insurance against this for its own account. This also applies to materials, equipment and tools stored by the Contracting Party in areas made available and/or supervised by the User. The provisions in this Paragraph do not apply if there is intent or gross negligence on the part of the managing personnel of the User.
3. If the User and/or its client has taken out a "CAR"-insurance for the work with the Contracting Party as a co-insured party, the Terms and Conditions thereof apply to the legal relationship with the Contracting Party and the text will be available to them for inspection. The Contracting Party is always liable and the damage, including deductible and demurrage charges, fines and all other costs and damages can be recovered from the CAR insurer or from the Contracting Party at the User's discretion. If the CAR-insurer or any other insurer reimburses the damages attributable to the Contracting Party, the User acquires automatically a full right of recourse.



Article 8: Indemnity

1. In the case of failure of the Contracting Party to fulfil its contractual or legal obligations or to do so in full results in the User being held liable by third parties, the Contracting Party undertakes to indemnify the User against all consequences of this liability as well as to fully indemnify the User. In particular, the Contracting Party shall reimburse all costs of legal assistance and other assistance which the User incurs due to this liability claim.
2. The Contracting Party shall indemnify the User for and the User and fully indemnifies the Contracting Party in respect of claims due to infringement of authors, third-party copyrights, design rights and/or patent rights in respect of goods delivered by it and/or work carried out by it.

Article 9: Intellectual property rights

1. All rights of intellectual and industrial property in terms of drawings, specifications, models, constructions, diagrams, calculations and other documents, in the broadest sense of the word, that the User has provided to the Contracting Party or that have been produced by the User or third parties within the scope of the Assignment, are the property of the User. To the extent that it is apparent from the Law that the intellectual and/or industrial property on the drawings, specifications, models, constructions, diagrams, calculations and other documents, all in the broadest sense of the word, are the property of the Contracting Party, the Contracting Party undertakes to transfer them to the User free of charge upon first request and within the period set by the User for this purpose.
2. The Contracting Party shall submit the drawings and documents referred to in Paragraph 1 of this Article on delivery of the goods or completion of the work carried out to the User at the latest, as well as immediately after the first request of the User.
3. The Contracting Party shall not use the drawings and documents referred to in Paragraph 1 of this Article in any other way than for the benefit of and/or as provided for in the Agreement. The Contracting Party is also not permitted to make these drawings and documents available to third parties. Furthermore, the Contracting Party may not copy or (otherwise) multiply these drawings and documents. The Contracting Party is obliged to take measures to ensure the confidentiality of these drawings and documents.
4. The use by the Contracting Party of the drawings and documents referred to in Paragraph 1 of this Article is at its own risk and for its own account.
5. If the Contracting Partner fails to fulfil its obligation under this Article, the Contracting Party shall forfeit to the User an immediately payable penalty of 10% (ten percent) of the contract price associated with the assignment or quotation, with a minimum of € 5,000.00 (five thousand Euros), per infringement, which can be increased by € 2,500.00 (two thousand five hundred Euros) for each day that the violation continues, regardless of whether this infringement is attributable to the Contracting Party and without prejudice to the User's right to claim fulfilment and/or full compensation in this regard.

Article 10: Processing (personal) data

1. The data of (personnel of) the Contracting Party, including in any case the data mentioned on the order confirmation/agreement/invoice, is processed by the User, within the meaning of the law and regulations relating to the protection of personal data.
2. This processing of personal data is necessary for the User, inter alia, the execution of the Agreement, compliance of the warranty obligations against the Contracting Party, the optimal provision of service and/or the provision of the Contracting Party with product information and/or personalised offers in a timely manner. If and to the extent that the processing of personal data takes place for the purpose of direct mailing, any objection to be made by (personnel of) the Contracting Party will be honoured.
3. The User is entitled to make the aforementioned data available to third parties, in particular to its affiliated companies.
4. The Contracting Party and all (other) parties involved are entitled to have access to their personal data, to request the correction, limitation or deletion of their own personal data and in addition, to request the transfer of their data. Finally, the Contracting Party and all (other) parties involved may object to the use of their own data.

Article 11: Corporate Social Responsibility (CSR)

1. The Contracting Party is obliged to submit any suspected irregularities and/or unethical behaviour to a User's manager, who has been registered in the Chamber of Commerce, immediately upon discovery for verification.

Article 12: Disputes

1. Any disputes arising between the Parties, will be exclusively adjudicated by the competent Court in the district of the province of Oost-Brabant (the Netherlands), unless otherwise provided by mandatory law. The Dutch court has exclusive jurisdiction, unless otherwise provided by mandatory law.
2. All obligations arising between the Parties shall be governed exclusively by Dutch law, unless otherwise provided by mandatory law.

Article 13: Repair clause nullity

1. If any provision of these Terms and Conditions or of the underlying assignment/agreement is in whole or in part void, voidable, invalid and/or unenforceable as a result of any statutory provision, court ruling or for any other reason, this shall have no effect whatsoever on the validity and/or enforceability of other provisions of these Terms and Conditions or the underlying assignment/agreement.
2. If a provision of these Terms and Conditions or the underlying assignment/agreement is not valid for any reason as referred to in the previous Paragraph, but would be valid if it had a more limited scope or purport, then this provision shall first apply automatically with the broadest or most extensive yet limited scope or purport with or within which it is valid.

Article 14: Location and changes in Terms and Conditions

1. The User is entitled to change this set of Terms and Conditions unilaterally. Any changes of these Terms and Conditions shall affect the legal relationship between the User and the Contracting Party from the moment that the User has informed the Contracting Party of the changes in these Terms and Conditions.
2. These Terms and Conditions are listed on the User's website and can be downloaded there.
3. These Terms and Conditions will always be sent to the Contracting Party upon first request.
4. If the Dutch text of these Terms and Conditions differs from a translation thereof, the Dutch text shall always be decisive for the interpretation of these conditions.

CHAPTER II. SALE

Article 15: Price quotation and acceptance

1. The quotation is valid for thirty days and shall expire after this period. The User is entitled to withdraw the quotation during this period, as long as the Contracting Party has not accepted the quotation.
2. If no written agreement/confirmation has been issued by the User, the delivery note and/or the invoice will also be regarded as an order confirmation, which will be deemed to reflect the agreement correctly and in its entirety.



3. Illustrations, catalogues, brochures, measurements, weight specifications and any other information provided by the User are only indicative and intended to give an impression of the goods. These are therefore not binding and no rights can be derived from them. Deviations by the User are therefore permitted, by virtue of which the User is in any case entitled, without the Contracting Party's (prior) knowledge, to make or arrange technically necessary changes to the goods sold by the User or presented to the User for repair, including their equipment and/or parts thereof.
4. If the Contracting Party provides data, drawings and/or other information to the User, the User may assume its accuracy and completeness and will base its offer on them.

Article 16: Extra/less work

1. All changes to the Agreement shall be charged as extra work if more costs are incurred and if fewer costs are incurred, they shall be charged as less work.
2. Unless a contractors' budget containing unit prices is used, the costs to be charged to provisional items shall be calculated on the basis of the prices charged to the User or the costs incurred by it, plus a contractor's fee of 10%.
3. If, on the final invoice for the work, it appears that the total amount of less work exceeds the total amount of extra work, the User shall be entitled to an amount equal to 10% of the difference of those totals.
4. In the case of less work, the Contracting Party is not entitled to a refund (and/or reduction) of the contractor's fee of 10%.
5. If an estimated item relates exclusively to the purchase of building materials, the costs of processing them will be included in the contract price and such costs will not be set off separately. However, these costs shall be set off against the estimated item to the extent that, as a result of the interpretation given to the estimate, they are higher than those which the User could reasonably have taken into account.
6. If an approximate estimate relates to the purchase of building materials and their processing, the processing costs will not be included in the contract price and will be set off separately against the relevant estimated item.
7. If the offset amounts have been included in the Agreement and these amounts appear to be too high or too low to carry out the work, the increase or decrease of in the costs arising from this deviation shall be set off.

Article 17: Scope of the work

1. The Contracting Party shall ensure that all work permits, exemptions and other decisions that are necessary for the execution of the Agreement are obtained in a timely manner. The Contracting Party is obliged to provide a copy of the aforementioned documents at the first request of the User.
2. The Contracting Party ensures that the User has access to the following, in a timely manner:
 - a. the information and approvals required for the setup of the work and/or the execution of the Agreement;
 - b. the building, the site and/or the water in which or on which the work needs to be carried out;
 - c. sufficient opportunity for the supply, storage and/or disposal of building materials and aids;
 - d. connections for electrical machinery, lighting, heating, gas, compressed air and water.
3. If after the conclusion of the Agreement it appears that the construction site is contaminated and/or the building materials coming from the work are contaminated, the Contracting Party shall be liable for the consequences resulting from this.

Article 18: Materials

1. At the request of the User, the Contracting Party shall give the User the opportunity to inspect the materials. The inspection shall take place prior to production, through sampling. The User is authorised to be present at the inspection or to be represented.
2. The Contracting Party is authorised to have materials examined by third parties. The associated costs shall be borne by the Contracting Party, except in the event of a justified rejection, in which case the costs shall be borne by the User. Materials provided by the Contracting Party shall be deemed to have been approved.
3. In the event of rejection of materials, both the Contracting Party and the User may require that a sample taken in mutual consultation and authenticated and sealed by both Parties be stored.
4. The materials resulting from the work, which the Contracting Party has previously indicated that it wishes to retain, must be removed from the work by the Contracting Party. All other materials will be disposed by the User.

Article 19: Execution and delivery

1. The delivery time, delivery term, repair time and/or period within which work must be carried out shall commence as soon as the Agreement has been concluded and all data necessary for the commencement of the execution of the work are in the possession of the User.

The Contracting Party must inform the User of all data and choices made which are necessary for the development of the work.
2. The specified delivery time, delivery term, repair time and/or period within which work must be carried out that applies to the User, is merely indicative and can never be regarded as a final deadline. If the stated probable period is exceeded by three weeks, the Contracting Party may give the User written notice of default. If the User has still not fulfilled its obligations three weeks after this notice of default, the Contracting Party has the right to dissolve the contract, in writing, without judicial intervention. In this case, the Contracting Party is not entitled to compensation, unless the non-compliance is due to gross negligence or intent on the part of the User's management.
3. If the term, within which the work is to be completed, is expressed in working days, a working day shall be deemed to be a calendar day, unless it coincides with a day of rest or a generally recognised public holiday or at the place of work or prescribed by or pursuant to a Collective Labour Agreement, a holiday or any other non-individual day off.
4. If the delivery of the work should take place on a day that is not a weekday as described in the previous Paragraph, the next working day shall be deemed to be the agreed day of delivery.
5. Working days, or half working days, shall be considered unworkable, if, due to circumstances beyond the control of the User, the majority of the workers or machinery cannot work on them for at least five hours or at least two hours, respectively.
6. Notwithstanding the above provisions of this Article, the User is entitled to an extension of the period within which the work will be completed if for reasons of force majeure, circumstances beyond the control of the Contracting Party, or as a result of a change in the Agreement or in the Terms and Conditions of execution, the User cannot be expected to deliver the work within the agreed period.
7. When a part of an assignment is ready, the User can at its discretion, deliver this part or only deliver when the entire assignment is ready, unless the nature and/or contents of the Agreement entails that partial delivery is not possible or actually necessary.
8. If the start or development of the work is delayed by factors for which the Contracting Party is responsible, the resulting damage and costs for the User shall be compensated by the Contracting Party to the User.
9. Unless agreed otherwise in writing, the Contracting Party is obliged, under penalty of damages, to ensure:



- a. that the location, where the goods to be delivered, the materials and/or the tools to be stored or where the delivery is to be made, is such that there can be no damage, in any form and in any way whatsoever, nor theft;
 - b. that the access to the location, where the delivery and/or installation is to take place, is unobstructed and sufficient and that every effort is made to ensure smooth delivery, installation and/or completion;
 - c. that, if a hoist, lift or another means of transport is to be used, it is made available with operation by and for the account of the Contracting Party. The instrument to be used must comply with the government regulations in force at the time of use. Damage resulting from this shall be for the account of the Contracting Party, unless intent or deliberate recklessness on the part of the User's management is established;
 - d. that floors and subfloors are free of limescale, cement and dirt residues and of loose parts, if necessary, unless agreed otherwise in writing, that they are completely flat and level and that they are delivered broom clean;
 - e. that the area, in which work is to be carried out, is provided with electricity, adequate ventilation, water and if necessary, heating;
 - f. that, if others also have to execute work in the corresponding area, that others and the User can execute their work unhindered in the event of simultaneous performance;
 - g. that the location where the work is to be carried out, is closed to the public during the performance of the work.
10. The user reserves the right to make minor changes to the execution of the Agreement, to the extent that this does not lead to a substantial change in the work.
11. If, during the execution of the work, it appears that the work or a part thereof can only be carried out with certain modifications due to unforeseen circumstances, the party who first becomes aware of this circumstance shall consult with the other party, unless there is a special urgency or a special interest. If there are extra/less costs associated with an modified execution, these will be calculated or set off as the case may be.

Article 20: Completion and maintenance period

1. A reasonable period of time before the day on which the work will be completed, to the opinion of User, the User will invite the Contracting Party in writing to proceed with the inspection of the work. The inspection shall take place as soon as possible but no later than eight days after the day referred to above. The inspection shall take place by the Contracting Party in the presence of the User and is intended to establish whether the User has fulfilled its obligations under the Agreement.
2. After the work has been taken into use, the Contracting Party informs the User in writing, within eight days, whether or not the work has been approved, in the former event mentioning any minor defects as referred to in Paragraph 6 of this Article, and in the latter event indicating the defects that justify the refusal of the approval. If the work is approved, then the day of approval will be considered the day on which the User receives the relevant notification.
3. If the User does not receive written notification within eight days of the inspection whether or not the work has been approved, day of the work will be deemed to have been approved on the eighth day after the inspection.
4. If the inspection is not carried out within eight days after the day referred to in Paragraph 1 of this Article, the User may submit a new application to the Contracting Party by registered letter, with a request that the work be taken up within eight days. If the Contracting Party does not comply with this request, the work is deemed to have been approved on the eighth day after the day referred to in Paragraph 1 of this Article. If the Contracting Party does comply to this request, Paragraph 2 and 3 of this Article shall apply accordingly.
5. The work, even if the previous Paragraphs of this Article have not been followed, is deemed to have been approved by the Contracting Party if the work is actually taken into use. The day on which the work or part of it is commissioned shall be deemed as the date on which the entire work is approved.
6. Minor defects that can be repaired properly during the maintenance period (as referred to in Section 10 of this Article) shall not constitute grounds for withholding approval, provided that they do not prevent the work from being taken into use.
7. Regarding a re-inspection after abstention from approval the provisions above shall apply mutatis mutandis.
8. After completion, the User shall no longer be liable for deficiencies in the work, unless the work or any part thereof, due to the fault of the User, contains a defect that could not reasonably have been recognised earlier by the Contracting Party and the User has been notified of that defect within a reasonable period after discovery, which is set at a maximum of two weeks after discovery. The User is not liable for defects that are reported later.
9. A legal claim pursuant to the defect referred to in the previous Paragraph shall not be admissible, if it is brought after the expiry of six months from the expiration of the delivery. This concerns an expiration date.
10. Unless agreed otherwise, the maintenance period is 30 days and this commences immediately after the day on which the work is considered to have been completed.

Article 21: Retention of title

1. All goods delivered and/or on or supplied on or near the work remain the exclusive property of the User until all claims concerning these or previous deliveries and/or concerning work associated with these deliveries (including work ordered subsequently in connection with these deliveries, such as extra work), but also including extra costs and provisional price increases, including the latter, are paid by the Contracting Partner. Also, the retention of title shall apply to any claims which the User may have against the Contracting Party for breach of one or more of its obligations to the User.
2. The aforementioned goods are encumbered by means of an undisclosed pledge in favour of User. The Contracting Party undertakes to cooperate with the legal requirements for the establishment of the undisclosed pledge, as soon as User so requests. These pledges serve as additional security for the payment of everything that the User has and/or will have to claim from the Contracting Party for whatever reason.
3. Until the Contracting Party has fully complied with its payment obligations towards the User, the Contracting Party is only entitled to use the goods for the purposes of its normal business activities. During this period, the Contracting Party is in any case not entitled to give the goods as collateral, to resell, to deliver or to pledge the goods to third parties or otherwise, under any title whatsoever, whether or not free of charge whether or not for use, to transfer or make available to another party, even if this is part of its normal business activities. This provision has effect under the law of property pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW). If the Contracting Party acts in breach of this provision, the User can immediately, without being obliged to give notice of default, suspend its obligations under the Agreement or rescind the Agreement, without prejudice to the User's right to full compensation for damages, costs, lost profits and interest.
4. The goods can be recovered immediately by the User if the Contracting Party has not fulfilled its obligations or if the User has reason to assume that the Contracting Party will not fulfil its obligations.
The costs associated with taking back the goods shall be borne by the Contracting Party. At the time of collecting the goods, credit shall be granted on the basis of the market value of the goods at the time of taking back the goods, after deduction of costs incurred and damage suffered, as well as after deduction of what is owed to the User.
5. By signing the Agreement, the Contracting Party assigns to the User, for the period during which the User can enforce its retention of title, all rights from (1) the insurance policies which it is obliged to take out with regard to damage to and/or loss or theft of the purchased goods and other claims and (2) claims against third parties with regard to damage to and/or loss or theft of the purchased goods to the User. The User is entitled to give notice of this assignment.
6. All risks of damage, destruction or total or partial loss, for any reason, of the purchased good during the period in which it is in possession of the corresponding good shall be borne by the Contracting Party.



7. If the User cannot invoke its retention of title because the delivered goods have been mixed, deformed or traced, the Contracting Party authorises the User, by issuing the order, to establish a non-possessory pledge on the goods in question by registering the Agreement in force between them as a private deed together with a copy of these Terms and Conditions.
8. Any intervention by third parties must be notified immediately by the Contracting Party. Costs and/or losses, incurred as a result of not communicating directly shall be borne by the Contracting Party.

Article 22: Passing of risk

1. Unless agreed otherwise in writing, the risk of the goods, materials, raw materials and work carried out shall pass to the Contracting Party from the moment that they are delivered at the place of destination or from the moment the work has commenced.
2. If, for reasons beyond the control of the User, delivery cannot be made in a timely manner, the goods shall be stored at the expense and risk of the Contracting Party.

Article 23: Prices

1. All prices are in Euros and are exclusive of VAT and/or other government levies, transport and insurance costs, installation and maintenance work, unless expressly agreed otherwise in writing.
2. Prices are based on delivery from the location of the User, unless agreed otherwise in writing. In the event of delivery elsewhere at the request of the Contracting Party, the associated additional costs shall be borne by the Contracting Party.
3. Price quotations are only made on the basis of the prices and workshop rates applicable at the time of purchase or assignment. If a price increase occurs after the offer and/or conclusion of an agreement (e.g. by increasing taxes, import rights, excise tax, levies, exchange rates, wages, social Security charges, factories and/or importer's prices, etc.) the User shall be entitled to increase the price stated and/or agreed in the offer in accordance with the increase referred to above. The Contracting Party is bound by the price increase at all times.
4. With due observance of the provisions in the preceding Paragraph of this Article, the prices quoted are for the duration of the work, unless indexation has been agreed. If indexation has been agreed upon, it will be based on the price index, consumer price index; price index 2015=100 of the CBS, unless agreed otherwise.
5. Unless expressly agreed otherwise, the workshop rates are not included in the prices of materials, parts and third-party costs.
6. Unless agreed otherwise in writing, the price of the work does not include:
 - a. the costs of connecting gas, water, electricity or other infrastructural facilities;
 - b. the costs of preventing or limiting damage to goods present at or near the work;
 - c. the costs for disposing of materials, construction materials or waste.

Article 24: Final settlement

1. After delivery, the User submits the final invoice to the Contracting Party.
2. The final settlement provides a complete overview of all that is and was owed by the Parties to each other pursuant to the Agreement. To this end, the final settlement shall include, inter alia, the following information:
 - a. the contract price;
 - b. a specification of the extra and less work;
 - c. a specification of everything that the Parties have and had to claim from each other on the basis of the Agreement.

Article 25: Payments

1. Unless parties the Parties agree otherwise in writing, the User is entitled to send the following invoices:
 - 30% upon assignment;
 - 30% at the start of production;
 - 30% at the start of installation;
 - 10% at inspection or taking into use before the inspection has taken place.
2. If the performance of the Assignment is delayed at the request of the Contracting Party, or because the latter does not fulfil its obligations in a timely manner, or does not enable the User to prepare the work or to execute the work required for this purpose in a timely manner, the User shall be entitled to demand payment of the outstanding instalments at the times when these instalments would have become due in the normal execution of the Assignment.
3. The Contracting Party undertakes to pay the prices stated on the invoice without discount, deduction or set off at the User's office, or to deposit them into a bank account designated by the User, within 30 days after the invoice date. When paying by bank transfer, the currency date indicated by the bank is regarded as the payment date.
4. The Contracting Party is never entitled to offsetting.
5. The Contracting Party is not entitled to refuse or suspend the fulfilment of its payment obligations based on (alleged) defects or for any other reason, unless otherwise provided by mandatory law.
6. If delivery is made in parts, the User is not obliged to make further deliveries until after the invoices relating to the partial deliveries already made have been paid.
7. If the payment period is exceeded, the Contracting Party is automatically in default by operation of law by simply expiring this period without a notice of default being required. If one invoice is not paid on time, the entire debt of the Contracting Party, including the part that is not due, shall be immediately due and payable.
8. In the event of the liquidation, insolvency, bankruptcy or moratorium of the Contracting Party, the claims of the User shall be immediately due and payable.
9. If the Contracting Party fails to pay within 30 days of the invoice date, the User shall be entitled to increase the invoice amount with a credit restriction surcharge of 2%.
10. Over the period that the Contracting Party is in default, the Contracting Party owes the User a contractual interest amounting to 1% per month of the amount owed, to which a part of a month will apply as a full month.
11. If the Contracting Party is in default, the User is entitled to pass on extrajudicial collection costs to the Contracting Party. The extrajudicial collection costs are fixed at 15% of the amount due, being the principal sum owed plus the interest due at that time, with a minimum of € 75.00, without prejudice to the User's right to claim reimbursement of its actual costs, unless otherwise provided by mandatory law.
12. The User is entitled at all times offset claims - whether due or not - against the Contracting Party.

Article 26: Warranties

1. The User uses good quality goods.
2. The delivery of new products and assembled parts is explicitly subject to the warranties provided by the relevant User's supplier.



3. Warranty on goods previously used by third parties (including demonstration and show models, remanufactured parts and components) is explicitly excluded, unless and to the extent that it has been agreed otherwise in writing.
4. The User warrants work carried out and/or goods delivered by it for a period of three months from the date of delivery, provided that the Contracting Party makes a claim immediately after a defect is discovered and that the User is given the opportunity to rectify the defect in a timely manner. For defects which by their nature can only be discovered after a longer period of time, a warranty period of one year after the first (delivery) applies.
5. In case of partial delivery of the work, the warranty period starts when these parts are delivered.
6. The Contracting Party can only make a warranty claim after it has fulfilled all its obligations towards the User.
7. The warranty will be void if the Contracting Party and/or third parties have carried out work on the products or parts in question without the User's written consent.
8. Any warranty obligation on the part of the User shall expire at the moment that the Contracting Party has passed on the product or the corresponding parts in question to third parties. This provision has effect under the law of property pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW). On the other hand, the Contracting Party shall indemnify the User against any claims which third parties might assert against the User.
9. Unless otherwise provided by mandatory law, the Contracting Party cannot invoke any rights for lack of conformity within the meaning of book 7 of the Dutch Civil Code (BW) regarding purchase, repair and/or maintenance. Based on its warranty obligation, the User is only obliged to repair the delivered goods.
10. The warranty comprises of the proper performance by the User, at its own expense, of the assignment that has been assigned and that has not been properly carried out. If, in the opinion of the User, it is no longer possible or sensible to still execute the work, the Contracting Party shall be entitled to reasonable compensation for damages in its place up to a maximum of the amount of the original nonperforming obligation, unless the Contracting Party demonstrates that the damage was caused by intent or gross negligence on the part of the User's management.
11. The warranty will not apply to:
 - a. materials and constructions prescribed by the Contracting Party or third parties;
 - b. glass, for discolouration of wood and other materials and for minor colour deviations of wood and other materials;
 - c. defects that have occurred as a result of improper use or use not in accordance with the normal purpose;
 - d. defects due to external causes;
 - e. defects related to the actual, ordinary wear and tear.

Article 27: Complaints

1. Complaints regarding visible defects and deviations and regarding the calculated price must be reported in writing within five working days after discovery, but no later than within ten working days after actual delivery, on the understanding that, after actual delivery, no complaint can be made regarding visual defects in goods delivered by the User, such as scratches, dents and suchlike.
2. Complaints regarding defects that are invisible to the naked eye as a result of meticulous examination must be reported in writing within ten working days after discovery, but no later than within six months after actual delivery, provided that this period is one year for natural persons who do not act in the exercise of a profession on behalf of the company.
3. The goods to which the complaints relate must be presented to the User so that they can be seen in the condition in which they were at the time the defects were discovered.
4. In the event of a dispute concerning a complaint, the Contracting Party shall bring the matter before the competent court within six months. This period commences on the day that the User informs the Contracting Party of the non-acceptance of the complaint. This is an expiration date.
5. If the complaint is unfounded, all costs incurred by the User for transport, assessment, storage, etc., will be passed on to the Contracting Party.
6. The Contracting Party shall bear the burden of proving that the goods to which the complaint relates, are the same as those supplied or processed by the User.

Article 28: Liability

1. The User shall only be liable for damages suffered by the Contracting Party which are the result of a breach of Agreement for which it is responsible or which otherwise arise from the law if and to the extent that this liability is covered by its insurance, but not beyond the amount of the payment made by the insurance company in respect of this damage, plus any deductible that may be owed. If the provisions in Article 27 are not complied with, all liabilities shall be declined.
2. If the insurer does not make a payment for any reason or the liability is not otherwise covered by any insurance, the liability of the User shall at all times be limited to a maximum of the net invoice amount of the relevant order or delivery, with a maximum of EUR 10,000.00 (ten thousand Euros).
3. The User shall not be liable for damages resulting from the use of (1) deliveries and work (delivered) by the Contracting Party and (2), at the request of the Contracting Party, deliveries and work subcontracted to third parties. Nor is the User liable for constructions and/or work methods prescribed by or on behalf of the Contracting Party, as well as for orders or instructions given by or on behalf of the Contracting Party.
4. The User is not liable for damage as a result of exceeding of delivery deadlines or for damages due to a lack of cooperation or by incorrect or incomplete information on the part of the Contracting Party.
5. The User is never liable for consequential damage and must at all times first be given the opportunity to repair the alleged defects.
6. The User is not liable for any fines imposed by or on behalf of the government on the Contracting Party and/or third parties, regardless of any law.
7. Insofar as the Contracting Party has or obtains a claim against the User at any time, the Contracting Party shall be prohibited from assigning this claim to third parties, pledging it, or transferring or encumbering it in any other way. This provision has effect under the law of property pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW).

CHAPTER III. PURCHASE

Article 29: Offer and acceptance

1. Every request of the User to the Contracting Party for a quotation and any quotation from the Contracting Party to the User is with no obligation. All costs associated with drawing up a quotation/offer shall be borne by the Contracting Party.
2. The Contracting Party shall keep its quoted price until the quotation has been submitted or at least six months after the work has been awarded to the User, whichever is later.
3. An Agreement between the User and the Contracting Party is concluded after the order confirmation has been sent by the User. If the Contracting Party does not inform the User of its written objections within eight days, the order confirmation shall be deemed to reflect the agreement correctly and in full.
4. Each agreement is entered into subject to the condition that the work for the User continues, as well as subject to the condition that the User's client consents to the use of the Contracting Party and/or its materials. If a work does not take place or only partially takes place or if the materials or work is not or only partially used/executed or if the



User's client does not or only partially agree to the use of (the materials of) the Contracting Party, the request or assignment can be cancelled, revised and/or adjusted proportionally (at the User's discretion) by the User, without the Contracting Party being able to derive any right to compensation from this.

5. Extra and/or less work must be reported immediately by the Contracting Party at all times in the form of a fixed price quote. Only after an explicit written order from the User can it be considered that extra or less work has been commissioned. Modified drawings and/or reports of work meetings and/or vouchers signed by or on behalf of the User can never be regarded as an assignment for extra and less work.
6. Without a written order from the User, the Contracting Party cannot accept any changes to the order and the Contracting Party cannot claim a price increase. This also applies in full in the event of additional requirements of the User's client.
7. If the order confirmation contains obvious contradictions and/or errors and/or omissions, the Contracting Party must Point this out to the User within eight days of receipt thereof or before it commences the execution of the order (whichever is the sooner), failure to do so means that any right to additional payment shall lapse.
8. If changes lead to an increase or reduction of the costs, a resulting change in the purchase price must be agreed between the Parties in writing or electronically. However, without adjustment of the unit price, the Contracting Party shall deliver so much or less as required or appears to be required during the course of the work.

Article 30: Additional obligations; delivery of certificates, etc.

1. All deliveries and work that is not explicitly mentioned in the written order but which is necessary for the proper functioning of goods delivered respectively for the proper completion of the work, are deemed to be included in the order, including the designs, calculations, drawings and conditions of use which are to be manufactured and made available to a sufficient extent. Furthermore, the Contracting Party shall be responsible for all required connection permits and inspections, unless expressly agreed otherwise in writing.
2. The Contracting Party declares to be familiar with all conditions, regulations and provisions including Dutch and European law and regulations that the User must comply with and/or observe during the performance of the work in accordance with the Agreement(s) concluded by it with its client. The Contracting Party to comply with and observe all such Terms and Conditions, rules and regulations, laws, measures, directives, ordinances, etc.
3. The Contracting Party must return, if applicable, all certificates, attests, warranty certificates, instruction manuals, inspection drawings and/or maintenance documents as soon as possible but no later than two weeks after delivery of the goods/delivery of its work, the User shall be entitled to suspend payment until this obligation has been fulfilled.

Article 31: The execution of the Agreement by the Contracting Party

1. The Contracting Party is obliged to follow only the orders and instructions given by the User. If this has been agreed between the User and the Contracting Party, the Contracting Party shall also follow the orders and instructions of the User's client.
2. The Contracting Party is obliged to comply with the (safety) regulations of the prevailing legislation concerning - among other things, but not exhaustive - working conditions, environment and Aliens Employment Act and to follow the instructions of the User, the client of the User, the SZW inspectorate, as well as any possible third parties engaged by the User/consultant(s) in this context. The Contracting Party is responsible for the soundness of the tools and other material used by it or to be used by it, as well as the fact that they comply with all (legal) national and European requirements and regulations. Upon request, the Contracting Party must demonstrate this to the satisfaction of the User. The User is entitled to suspend all payment obligations until the Contracting Party has complied with the provisions of this Paragraph.
3. The work/deliveries to be carried out by the Contracting Party must be carried out within the applicable working hours of the User and published upon request.
4. The Contracting Party guarantees that the design, the composition and the quality of the goods, to be delivered based on the Agreement, comply in all respects with all applicable requirements set forth in laws and/or other governmental regulations in force at the time of the conclusion of the Agreement as well as at the time of the final delivery to and approval by the User. The provisions in this Paragraph also apply to the normal use of the goods.
5. Breakage and/or damage, occurring during loading, transport and/or at the unloading and stacking, shall be borne by the Contracting Party, even if the breakage and/or damage is discovered later, unless the Contracting Party demonstrates that the damage was caused by intent or gross negligence on the part of the User's management.

Article 32: Quality and description

1. Subject to the provisions of the Agreement and/or an accompanying technical specification, the goods to be delivered must:
 - a. be in accordance with what is stated in the Agreement;
 - b. be of good quality;
 - c. be identical in all respects to the samples, models and specifications made available or provided by the User and/or the Contracting Party;
 - d. deliver performance (capacity, efficiency, speed, completion etc.), as agreed;
 - e. be fully suitable for the purpose stated to the Contracting Party;
 - f. comply with the Building Decree, the Building Materials Decree, as well as the applicable NEN standards, Euro code(s) and other quality accreditations.

Article 33: Packaging, delivery, storage and return

1. The goods must be packaged in a durable and sufficiently protective manner (unless the nature of the goods opposes this) and they must be secured in such a way, that they reach their destination in good condition during normal transport.
2. The goods shall be delivered by the Contracting Partner or sent for delivery to the agreed place or places in the manner specified in the Agreement or subsequently agreed upon.
3. If, prior to delivery, the User requires that the goods are delivered to a place or in a manner other than the agreed one, the Contracting Party shall be obliged to cooperate in this. In that case, the User will only be obliged to reimburse the additional transport costs to the extent that the Contracting Party can demonstrate that it actually had to incur these costs due to the change of the place and/or method of delivery. The Contracting Party is not entitled to charge other possible additional costs caused by this to the User and/or its client.
4. Deliveries will be made at the time specified in the Agreement or (if applicable) in accordance with the latest applicable delivery schedule established by the User, with the understanding that the User has the right to change prices or any other compensation without the Contracting Party being entitled to it, the time of delivery will take place on call and therefore will be in line with the progress of the work.
5. The material, whether supplied by the Contracting Party itself, by third parties or by the User, as well as the auxiliary material and equipment, all in the broadest sense of the word, must be unloaded, transported and stored by the Contracting Party in accordance with the instructions of the User and/or its client.
6. If, for whatever reason, the User is unable to accept the goods at the agreed time and they are ready for shipment, the Contracting Party shall, at the request of the User, store and secure the goods and take all reasonable measures to prevent deterioration in quality until they have been delivered to the User, without being entitled to charge costs to the User for this.
7. If standard and/or current goods become over-supplied or are no longer required for the execution of the work, they must be taken back by the Contracting Party at the invoiced price.



Article 34: Assembly

1. If, according to the Agreement, goods are to be assembled by the Contracting Party at the place or places specified by the User, the Contracting Party shall ensure that a sufficient number of qualified personnel are available at the time of delivery. The User shall provide or arrange to provide the personnel with such facilities as may reasonably be required by the Contracting Party.
2. In the case referred to in the previous Paragraph a test shall be carried out after assembly in the presence of the User and the Contracting Party or their representatives. The Contracting Party is obliged to continue to provide qualified personnel, until the test has led to a satisfactory result for all parties involved.
3. After assembly, the Contracting Party shall provide the User with training personnel for a period of one week in order to instruct the User's personnel in the use, the maintenance and the repair of the delivered goods.
4. The provisions of the previous Paragraph shall also apply to other goods that do not need to be assembled but for which instructions are required.
5. The provisions of the two preceding Paragraphs do not apply to goods, of which the use, maintenance and repair are known or should be deemed to be known to the User.

Article 35: Inspection and testing

1. Before dispatch, the Contracting Party shall, if this is customary, desirable or necessary for the goods in question, carefully examine and test whether the goods conform to what has been agreed. If the User so requests, the Contracting Party must notify the User in a timely manner of the date and location of the test so the User can be present at such a test. The Contracting Party shall provide a certified copy of his inspection and testing reports as well as the accompanying quality declaration(s) showing that the goods to be delivered fall within the agreed category of the Building Materials Decree, or meet the requirements to be imposed on them in accordance with the regulations applicable to the Agreement. If the User so requests and has informed the Contracting Party in a timely manner, this inspection and testing must be carried out by an independent research institute to be specified by the User.
2. The User and/or its client are at all times entitled to inspect or have inspected, the goods ordered or delivered, wherever they may be, or the work (in progress or otherwise) - including the goods used for this purpose.
In that case, the Contracting Party shall provide such facilities so that inspection can take place in accordance with the requirements of the User and/or its client. Providing samples free of charge is included. The Contracting Party must inform the User at its own initiative when the goods in question are ready for inspection.
3. The costs of inspection shall be borne by the Contracting Party. Inspection or approval does not release the Contracting Party from any warranty obligation or liability.
4. If, during any examination or testing pursuant to the provisions of this Article, the User establishes that the goods to be delivered are not in accordance with the description in the order, or that it is likely that this will not be the case when the order is delivered or the work is carried out, the User shall immediately inform the Contracting Party in this respect. The Contracting Party is then obliged to take all necessary measures without delay in order to still be able to comply with the technical specification contained in the order and with the provisions of the purchase agreement. If repair of the defects is not possible, or, is not justified considering the time and costs to be spent on it, the User shall be entitled to reject the goods.
5. If the Contracting Party objects the results of the inspection or test by or on behalf of the User, the Contracting Party is entitled to execute a counter-assessment (or have it carried out) at its own expense.

Article 36: Approval, rejection and refusal

1. The delivery is considered to have taken place correctly only after approval of the User.
2. Approval only applies to the quantity and appearance of the delivered goods. If goods are delivered packaged and/or bundled, approval and acceptance only relate to the quantity and appearance of the packages.
3. In the event of rejection, the User shall immediately inform the Contracting Party.
4. The Contracting Party shall dispose of the reject goods upon first request. If the rejected goods are not removed, the User shall be entitled to store or return them at the expense and risk of the Contracting Party (at its own discretion).
5. Without prejudice to the right of dissolution and compensation, the User has the right, after rejection, to demand that the Contracting Party still fulfils the obligation owed by it within a period of time to be specified by the latter.

Article 37: Transfer of ownership and risk

1. With due observance of the provisions of Paragraph 2 of this Article, ownership of the goods shall pass to the User upon delivery. Subject to the provisions of Paragraph 2 of this Article the risk for the goods shall pass to the User after approval by the User.
2. If the Contracting Party postpones dispatch at the request of the User, ownership of the goods shall pass to the User on the date on which the delivery was initially made and the Contracting Party is obliged to store the goods separately as the known property of the User from that date. The goods shall nevertheless remain at the expense and risk of the Contracting Party as the holder of the goods until the goods have been delivered to the User at the place or places referred to in Article 33.
3. In the case of delivery of goods purchased from a third party, at the first request of the User, the Contracting Partner is obliged to provide a declaration from this third party, meaning that the Contracting Party is expressly entitled to transfer ownership of the goods to the User or to its client on delivery, without the User being obliged to require such a declaration. Until such a declaration has been made, the purchase price of the goods delivered shall in no case be due and payable.

Article 38: Price

1. Unless agreed otherwise, the price is a total price. This includes everything, including (but not limited to) the work to be carried out, the goods to be delivered, the packaging, the transport, the delivery costs, any costs of assembly and instruction, insurance costs and/or (any other) government-imposed taxes and levies.
2. All prices for delivery of goods apply to delivery of the goods F.O.B. at the location referred to in Article 33 and include all costs of packaging, loading, transport and unloading of goods and costs of insurance, but are exclusive of VAT. These costs are not paid in advance by the User.
3. The Agreement concluded between the User and the Contracting Party is fixed for the duration of the work. No settlement or price increase will take place in the event of an increase in wages, social Security charges, prices, materials, transport costs, taxes, (import) duties, exchange rates, etc., unless expressly agreed otherwise in writing. This deviation applies exclusively to the work in question, unless expressly agreed otherwise in writing.

Article 39: Invoicing

1. The invoices to be sent by the Contracting Party to the User must comply with the requirements of or pursuant to the Turnover Tax Act.
2. The invoice must be specified and state the project and/or contract number indicated by the User as well as the date of the order.



3. The invoices must in any case be accompanied with a written record signed for approval by or on behalf of the User, these written records are regarded as a confirmation of the order and/or approval of the work. These never give the Contracting Party the right to payment as such. They shall only be deemed to be an indication of the scope of the goods delivered or work carried out by the Contracting Party.
4. An instalment invoice must state the total amount of the order as well as the serial number of the invoiced instalment and an overview of the already invoiced terms.
5. If the invoices of the Contracting Party contain a wage expense, they must be accompanied by an hourly specification to which the wage expense relates, consisting of a man-day specification, signed by the User and the Contracting Party, Contracting Party's employees or its subcontractors who worked/are working at the work site. The BSN numbers of the Contracting Party's employees who have worked or are working on site or their subcontractors must be stated on the man-day specification.
6. The Contracting Party is expressly not entitled to increase the invoice with a credit restriction surcharge.
7. Invoices which do not comply with the requirements of the preceding Paragraphs of this Article shall not be considered and shall not be paid.

Article 40: Payment

1. The User shall pay the invoices that are in accordance with Article 39 in the manner and within the periods agreed in the Agreement. Unless agreed otherwise in writing, the payment period is 60 days after receiving the invoice and approval of the goods and services delivered or delivery and approval of (a part of) the work by the User and/or its client, whichever occurs later.

Article 41: Warranty

1. The Contracting Party warrants that the goods delivered/the work carried out - including the goods used for this purpose are:
 - a. of good quality, without defects in design, construction, workmanship (assembly) and materials and particularly suitable for the purpose for which they are intended;
 - b. in accordance with what has been stipulated in the Agreement and in the documents belonging to the Agreement and in accordance with all applicable standard sheets and standard provisions and all regulations
 - including the regulations of local, regional, national and European government bodies and utility companies.
2. In addition, the (part of the) work delivered/supplied shall be subject to the warranty that the User must provide to its client, but if the usual warranty of the Contracting Party/manufacturer's warranty is more extensive than the one referred to above, the most extensive warranty (for the benefit of the User and its client) shall in any case apply.
3. With regard to the above warranty obligations, any claim of force majeure is excluded.
4. The User is entitled to suspend its payment obligations against the Contracting Party until the latter has fulfilled its warranty obligations within the specified period. Payments made by the User of the goods/(parts of) the work do not release the Contracting Party from any warranty and/or liability.
5. The Contracting Party shall immediately repair or replace all defects that the goods/work carried out at the time of delivery, at its own expense and in consultation with the User. All costs associated with the repair or the replacement of the defect, as well as any other costs resulting from the defect (including consequential damage), shall be borne by the Contracting Party.
6. If the Contracting Party, in the opinion of the User, does not remedy the defect in a timely manner and/or properly, the User is free to execute or have all that is necessary carried out at the expense of the Contracting Party.
7. Warranties given by third parties engaged by the Contracting Party with regard to the work are deemed to have been given by the Contracting Party. With regard to these warranties, at the first request of the User, the Contracting Party shall ensure that the rights and claims arising from the aforementioned warranties are complied with, as if it were its own obligation.

Article 42: Full or partial suspension and dissolution

1. Without prejudice to the rights granted to it by Law, the User is entitled, after proper notice of default, terminate the Agreement in whole or in part or have it dissolved, regardless of its further rights including the right to claim damages, in the following cases:
 - a. if the Contracting Party is in the opinion that the User:
 - does not start the execution of the Agreement punctually and/or in a timely manner;
 - deploys insufficient (properly trained and/or competent) personnel or equipment for proper execution;
 - does not pay sufficient attention to compliance with certification requirements during execution;
 - does not pay sufficient attention to safety during execution;
 - does not make sufficient progress with the execution;
 - does not take sufficient care of the execution;
 - does not fulfil the assignments or follows instructions of or on behalf of the User and/or its client or does not fulfil them properly or in a timely manner;
 - transfers and/or subcontracts the work in whole or in part to third parties without the prior written consent of the User;
 - fails to comply with one or more of its other contractual obligations, or fails to do so in a timely manner or fails to do so properly, whether or not with the result that a delay in the work or part of it arises;
 - all the above at the exclusive discretion of the User and/or its client;
 - b. if a petition for bankruptcy of the Contracting Party has been filed, if the Contracting Party applies for (provisional) moratorium or (temporary) moratorium is granted to it, if the Contracting Party, natural person, requests the court to declare the debt rescheduling scheme (WSNP) applicable or if the Contracting Party loses the right to dispose of its assets or parts thereof by being placed under guardianship, dstraint or otherwise;
 - c. if the Contracting Party transfers, liquidates or ceases to operate all or part of its business;
 - d. in cases where, in the opinion of the User, the creditworthiness of the Contracting Party is lower;
 - e. if the control of the Contracting Party changes.

Unless the law compulsorily prescribes that the dissolution must be pronounced by the court, the User is entitled to terminate the Agreement extrajudicially.

2. In the event of (partial) dissolution, the User has the right to compensation of damage and costs, at its discretion:
 - a. to return/cancel the goods already delivered /the work already carried out at the expense of the Contracting Party and to reclaim the payments already made for this goods/work;
 - b. to complete the Agreement itself or by third parties, possibly using work already carried out by the Contracting Party and the materials, equipment etc. delivered by the Contracting Party or supplied at the work site, whether or not for a fee to be agreed subsequently.
3. In the case of storage in a closed container of the Contracting Party, the User is entitled, and now irrevocably authorised, to access it if the Contracting Party, the appointed trustee or administrator fail to grant access to the User in spite of a written demand to do so.
4. The Contracting Party is not entitled to remove goods (belonging to it or left behind by it) from the work site without the written consent of the User and/or its client.



5. The claims that the User may have or acquire as a result of the dissolution of the Agreement, including any claims for compensation for damage and costs, shall be immediately and fully due and payable.

Article 43: Liability and compensation

1. The Contracting Party is liable for all damage, including trading losses, costs and consequential damage, that the User, persons and/or companies employed by or for the User and third parties may suffer due to any breach of contract or unlawful act of the Contracting Party or of third parties commissioned by him. Damage in the preceding sentence shall in any case be understood to include all costs, the costs of the use of own material, equipment and personnel, which the User must incur in order to undo the effects of the breach of contract or unlawful act as much as possible, as well as the discounts to be withheld by its client from the User in connection with the breach of contract or unlawful act or any fines, indemnities and other debts that the User owes to its client, all this in the broadest sense of the word.
2. There is equal liability for damage caused by goods that the Contracting Party uses for the execution of the Agreement (such as equipment, tools, and used materials) or that it has rented or made available to the User, whose damage is caused to the persons and/or companies referred to in Paragraph 1 called working at or for the User and/or third parties.
3. The Contracting Party is liable for all damage that the User suffers or will suffer as a result of a dissolution of the Agreement between the parties, for any reason, including any additional costs arising from completion or execution by the User or third parties.
4. All judicial or extrajudicial costs, including the costs of legal assistance, which are incurred by the User as a result of the breach of contract or unlawful act of the Contracting Party are at the expense of the Contracting Party. The extrajudicial collection costs are fixed at 15% of the amount due, being the principal sum plus the interest due at that time, with a minimum of € 75.00, without prejudice to the User's right to claim reimbursement of its actual costs, unless otherwise provided by mandatory law.
5. Any claim of force majeure is excluded in the event of a breach of duty by the Contracting Party or any persons or other third parties commissioned by it.
6. The User is not liable for any damages and costs of the Contracting Party, of persons commissioned by the Contracting Party or of other third parties, including damages and costs due to loss or damage to equipment of the Contracting Party or persons commissioned by the Contracting Party or other third parties or due to possible liability for the conduct of the Contracting Party or its employees (or their absence), except and to the extent that the Contracting Party can demonstrate that there was intent or gross negligence on the part of the User's management personnel.
7. Under no circumstances shall the User be liable for trading losses, including loss of profit and/or consequential loss of the Contracting Party and/or third parties. The Contracting Party shall indemnify the User in this respect.
8. If and to the extent that the User is liable for damages to the Contracting Party or persons commissioned by it or by other third parties and is insured with regard to this liability, the User is only obliged to compensate damage caused to the Contracting Party or persons commissioned by it or other third parties up to a maximum of the amount paid out by its insurer(s), plus any deductible excess due. The policy terms and conditions are available for inspection by the Contracting Party at the User's premises.
9. If the insurer does not make a payment for any reason or if the liability is not covered by any other insurance, the User's liability shall at all times be limited to a maximum of the net invoice amount of the corresponding order or the delivery, with a maximum of EUR 10,000.00 (ten thousand Euros).

CHAPTER IV. SUBCONTRACTING

Article 44: Commencement and completion of the work

1. The Contracting Party shall commence with the execution of the work and carry it out at the time of the most recent time schedule (whether or not it is called a work schedule/detailed schedule). The Contracting Party shall coordinate and organise the work in such a way - including the deployment of sufficient and professional personnel - that it can meet this time schedule without stagnation and deliver the work at the time stated in the most recent time schedule. If this date is not met, it shall in any case guarantee delivery of the work at a time that the User can have the work amply ready on the date agreed between it and the client, or on the date of delivery previously planned by the User.
2. The User is entitled to change the order of the work to be carried out if it considers it convenient, without being obliged to pay compensation of damage and costs. The User shall inform the Contracting Party of any changes as soon as possible and confirm this in writing if desired.
3. If the Contracting Partner is not in a position to complete its contractual performance at the agreed time or within the agreed time frame, it is obliged to inform the User of this in writing as soon as it becomes aware of it and to take all measures to limit the delay as much as possible. If the User incurs additional costs in connection with the above, including overtime payments, etc., these costs are expressly borne by the Contracting Party.
4. Without prejudice to the other provisions of these Terms and Conditions, the Contracting Party is fully liable against the User for any discounts/fines/damage claims, in the broadest sense of the word, that are charged to the User by the client of the User and/or third parties or that the User has been unable to perform due to late delivery of the work as a result of the delay caused by the Contracting Party (in part).
5. The delivery of the work from the Contracting Party to the User and the approval and acceptance thereof by the User always takes place provided that this work is ultimately approved and accepted by the User's client when the work is delivered.

Article 45: Maintenance period

1. Unless agreed otherwise in writing, the relationship between the Contracting Party and the User is subject to a maintenance period that begins with the delivery of the Contracting Party's work to the User and ends 12 months after delivery of the work by the User to its client. If the maintenance period between the User and its client is longer than 12 months, this longer period shall also apply in the relationship between the Contracting Party and the User.
2. During the maintenance period, the Contracting Party is obliged, at its own expense and at the first request of the User and/or its client, to immediately rectify (or have rectified) all defects that occur during the maintenance period.

Article 46: Documents to be submitted; administrative obligations

1. The order is granted on the condition that the Contracting Party immediately makes available to the User, to the satisfaction of the User, with the first request of the latter, the following:
 - a valid and original extract from the trade register issued by the Chamber of Commerce, not older than three months;
 - a recent original statement concerning its payment of wage tax and social security contributions, as referred to in the (latest) guideline(s) adapted within the scope of the Sequential Liability Act;
 - ISO, VCA and other required certificates of its own and its personnel and subcontractors commissioned by it (directly and/or indirectly) and self-employed persons (including their personnel);
 - an overview, containing the names and all BSN numbers or passport numbers of all employees who work or have worked in the workplace, specified per working week;
 - in the case of foreign employees, the following must be provided:



- insofar as the foreign employee does not have a BSN number, he must have a proof that social security contributions are paid abroad or proof that he is a foreign employer;
 - a foreign entrepreneur must submit proof in this respect of consulted and the User may demand Inspection of the underlying agreement;
 - copies of the identity documents and any required work permits of all the persons concerned who work or have worked in the worksite, provided that the persons concerned do not come from the countries of the European Economic Area or Switzerland;
 - In the case that the Contracting Party makes direct or indirect use of self-employed persons, it is required that, in accordance with the applicable tax legislation, proof the existence of a self-employed person is provided and the User is entitled to inspect the agreement between the Contracting Party and the self-employed person;
 - the wage statements and man-hours records, respectively;
 - a copy of its AVB policy and the conditions applicable to it.
 - At the request of the User, the Contracting Party is obliged to provide the most recent copies of these documents.
2. The Contracting Party is obliged;
 - to comply strictly with all its obligations against the employees it employs;
 - to comply strictly with all statutory obligations to pay social security contributions and wage tax related to the work assigned to it;
 - to comply strictly with the applicable Collective Labour Agreement (CAO).
 3. If the Contracting Party has not (yet) fulfilled its obligations under Paragraphs 1 and 2, the User will only be liable for payment as soon as it has received the missing data and processed it administratively and/or the Contracting Party has fulfilled its obligations.
 4. If, for reasons of related legislation and/or enforcement guidelines, fines, penalties, taxes or other payment obligations are imposed on the User or its client in connection with persons commissioned by the Contracting Party, or if the User or its client suffers damage as a result, the Contracting Party is obliged to compensate for these costs or damage. In case of uncertainty about this (in the opinion of the User) the User is entitled to suspend payments and/or to apply settlement. This is regardless of whether the User is to blame.
 5. The Contracting Party is obliged to allow the User to have the books and records of the Contracting Party unexpectedly and/or periodically checked by an independent chartered accountant or accountant for compliance with the Contracting Party's obligations under this Article, the other provisions of these Terms and Conditions and/or the Agreement, without the User being obliged to execute such a check. If the investigation reveals that one or more obligations have not been met, the costs of the investigation will be fully borne by the Contracting Party.

Article 47: Special obligations

1. During the execution of the work by the Contracting Party, an authorised representative (who speaks and writes in Dutch) of the Contracting Party must always be present at the work site. His or her name must be known to the User. At the start, interruption or termination of the work, the authorised representative must report to the User.
2. The User has the authority to deny access to the work to persons who, are present at work for, on behalf of and/or for the benefit of the Contracting Party or to have them removed if it has reasons to do so, such as unsuitability, disorderly conduct, misconduct (including alcohol and drug use), failure to comply with the obligation to provide proof identity, doubts about admissibility due to law and regulations, etc.
3. The Contracting Party is deemed to be fully informed of the on-site applicable statutory/provincial/municipal/ water board regulations in force on the site, which must be observed for the storage /packaging/disposal of originating and surplus materials. The Contracting Party shall indemnify the User in this respect. The Contracting Party must itself take care of the required container(s) at its own expense, unless agreed otherwise. In the case of (residual/waste) materials which are no longer used for the work and which are to be regarded as chemical waste products, these materials must be disposed of immediately with due observance of the applicable statutory provisions, by and at the expense of the one who has used these materials at the work site.
4. After completion of the work, the Contracting Party must leave the workplace in a clean state.
5. If drawings are made available to the Contracting Partner for the purpose of progressing the work, these must be returned to the User at the end of the working day.
6. If the work is to be carried out on work (or parts of it) that has already been completed, the Contracting Party must take protective measures to prevent damage and/or contamination. If damage and/or contamination has nevertheless been discovered and is deemed to have been inflicted by the Contracting Party contrary to the above obligation, subject to the possibility of proof to the contrary by the Contracting Party, the Contracting Party shall be liable for the damage in this respect.

