GENERAL TERMS AND CONDITIONS OF SALE

General Terms and Conditions of Sale of FacilitylinQ BV, with its registered office in Muiden. Office at Pedro de Medinaalaa 89-91, 1086 XP in Amsterdam.

Article 1 Definitions
1.1 In these terms and conditions, the following terms are used with the meaning indicated:

a. Contractor: FacilitylinQ BV
b. Commissioning Party: the party placing the order for the supply of Products and/or the provision of Services with the Contractor.
c. Services: all that which the Contractor performs/has performed and/or makes/has made and/or executes/has executed within the framework of the Agreement, all in the widest sense of the word, for example by designing/having designed, manufacturing/having manufactured, transporting/having transported, delivering/having delivered and installing/having installed the Product, advising and performing Services on location.
d. Product: anything that the Contractor directly or indirectly creates and/or delivers within the framework of the Agreement, such in the widest sense of the word.
e. Offer: a proposal by the Contractor to the Commissioning Party for the delivery of Products and/or Services.
f. Agreement: the rights and obligations of the Contractor and the Commissioning Party resulting from the acceptance by the Commissioning Party of the Contractor’s Offer, as confirmed in Writing by the Contractor.
g. Website: the webshop, or any other online place of sales, such as an app(lication), of Contractor on which Products and Services are offered, which can be bought, such as, but not limited to, the websites/apps gohybrid(.nl) and ikwerkthuis(.nu).
h. Written/in Writing: by post or by e-mail.

Article 2 General
2.1 These General terms and conditions apply to each Offer and Agreement between the Contractor and the Commissioning Party insofar as the parties do not deviate from these General terms and conditions explicitly and in Writing.

2.2 These General terms and conditions are also applicable to all Agreements between the Contractor and the Commissioning Party, for the execution of which the Contractor uses the services of third parties.

2.3 Any additions to, or deviations from, these General terms and conditions only apply if explicitly agreed in Writing.

2.4 The applicability of any general terms and conditions of the Commissioning Party is explicitly rejected.

2.5 If one or more provisions of these General terms and conditions become invalid or null and void, the remaining provisions of these General terms and conditions will continue to apply. The Contractor and the Commissioning Party will then consult in order to agree new provisions to replace the invalid or null and void provisions with due observance of the purpose and the purport of the original provisions.

2.6 The Commissioning Party declares to have received a copy of these General terms and conditions - in hard copy or digitally - from the Contractor no later than at the time of the Agreement’s conclusion.

2.7 If the Contract is concluded electronically, the text of these General terms and conditions will be made available to the Commissioning Party electronically in such a way that it can be easily stored by the Commissioning Party on a durable data carrier.

Article 3 Offers and Agreements
3.1 All offers by the Contractor are without obligation unless they contain an acceptance deadline.

3.2 All details issued with the Offer, including but not limited to the details referred to in catalogues, on illustrations, on the Website drawings and on the normalisation sheets, will be provided by the Contractor to its best knowledge and ability, but without the Commissioning Party being able to derive any right therefrom. The Commissioning Party is aware of the fact that these details provide a general picture of the Products and/or Services offered.

3.3 The Website contains a complete and accurate description of the Products and/or Services offered and their characteristics. The description is sufficiently detailed to allow proper assessment of the Offer by the Commissioning Party. Manifest errors or obvious mistakes in the Offer are not binding on the Contractor. The Contractor can only determine whether an obvious mistake and/or obvious error has occurred.

3.4 Prices and discounts referred to in the Offer do not apply automatically to future Agreements.

3.5 If an Offer by the Contractor contains a proposal without obligation and this is accepted by the Commissioning Party, the Contractor will be entitled to revoke the offer within five working days after receipt of the acceptance.

3.6 The Commissioning Party must accept Offers in Writing. If the Commissioning Party fails to do this, but nevertheless agrees to the Contractor starting implementation of the Offer, the content of the Offer will be regarded as having been agreed to.
The Commissioning Party is bound by and from the moment of acceptance of the Offer.

If a natural person accepts the Offer on behalf, or for the account, of the Commissioning Party, it must declare that it is authorised to do so. This person is, along with the Commissioning Party, jointly and severally liable for all obligations resulting from the Agreement.

All Agreements entered into by employees of the Contractor are only binding for the Contractor after Written confirmation by the board and/or the Contractor’s employees with authority to represent, and after receipt by the Contractor of all details and items necessary for the execution of the Agreement.

Only that which has been confirmed by the Contractor in Writing is regarded as the Agreement. A Written order confirmation from the Contractor, together with these General terms and conditions, constitutes the full Agreement between the parties. Additional verbal agreements and stipulations will only be binding for the Contractor after the Contractor has confirmed them in Writing.

If the acceptance of the Offer - even in secondary matters - from the proposal included in the Offer, the Contractor will not be bound. In that case, no Agreement in accordance with this deviating acceptance will be effectuated, unless the Contractor indicates otherwise.

Information provided by the Contractor and intended for consumers, such as, but not limited to, information regarding prices, warranties, withdrawal and product specifications, cannot be invoked by the Commissioning Party.

Article 4 I The Commissioning Party's materials

If the Contractor grants permission, the Commissioning Party can supply materials and/or raw materials which the Contractor can process into Products.

The Contractor is not liable for materials and/or raw materials supplied by or on behalf of the Commissioning Party, irrespective of whether these correspond to the sample provided by the Commissioning Party.

The Commissioning Party and the Contractor will make agreements in advance regarding the precise quantities and dimensions of the materials and/or raw materials to be supplied and what exactly the latter are going to be used for.

Article 5 I Price and costs

The prices in the Offers are in euros, excluding VAT and other government levies, and excluding any costs to be incurred within the framework of the Agreement, including but not limited to travel, delivery, research, administration, Assembly, installation and packaging costs and any small order surcharges.

A compound Offer does not oblige the Contractor to perform part of the order in return for a proportional part of the price offered.

In the event that the offer price is exceeded as a consequence of additional work or delays affecting Services, as demanded or due to actions by the Commissioning Party, the Contractor will be entitled to charge these extra costs to the Commissioning Party and to adapt the eventual invoice amount on the grounds of a subsequent costing to be submitted accordingly.

The Contractor is entitled to charge call-out costs to the Commissioning Party, unless agreed otherwise.

The Contractor must perform the Services during normal working hours. Normal working hours means: Monday to Friday between 9.00 a.m. and 5.00 p.m. If the Commissioning Party wants the Services to be performed outside these normal working hours, the Contractor will be entitled to impose a surcharge on top of the normal hourly rate.

The Contractor reserves the right to charge on costs relating to a (possible) quotation and/or Agreement to the Commissioning Party.

The Contractor will be able to charge on changes in wages or in cost prices of raw materials or materials and which occur more than three months after an Agreement have been entered into.

The costs for issuing a preliminary study and/or layout proposal, the creation of drawings and/or floor plans, as well as directing the set-up, coordination and/or execution of a project, are for the Commissioning Party's account.

Article 6 I Schedule

The Contractor will state a deadline for executing the Agreement in the Offer.

The deadline stated for execution of the Agreement is merely an indication and should not be regarded as a deadline to be observed on penalty of forfeiture of rights, unless this has been explicitly agreed.

In the event of time loss as a consequence of loss or another cause for which the Contractor is not liable, an extension of the deadline for executing the Agreement by the Commissioning Party will be permitted if such is reasonable taking account of all the circumstances. With regard to this extension Article 8.6 applies mutatis mutandis.
6.4 The Contractor simply missing the deadline for execution of the Agreement cannot be designated as a failure on the part of the Contractor and does not entitle the Commissioning Party to compensation, dissolution of the agreement, or non-fulfilment, or suspension of any obligation vis-a-vis the Contractor.

6.5 If and as soon as such is foreseeable, the Contractor will inform the Commissioning Party in Writing of the amount by which the deadline has been exceeded and will also set a new indicative deadline for executing the Agreement.

6.6 If the Contractor exceeds the deadline for the second time, the Contractor and the Commissioning Party will consult again. The second exceeding of the deadline referred to here does not entitle the Commissioning Party to compensation but only entitles it to dissolve the Agreement providing the exceeding of the deadline is the Contractor’s fault. If so desired by both parties, the Contractor will submit a new Offer to the Commissioning Party.

6.7 If the Commissioning Party has already paid (part of) the due price to the Contractor before dissolution of the Agreement, the Contractor will repay this amount to the Commissioning Party, unless it is agreed that the amount will be set off against a different or new Agreement.

Article 7 I Changing the Agreement

7.1 If it transpires during execution of the Agreement that it is necessary for its proper execution to change and/or supplement the Products and/or Services to be delivered, the parties will amend the Agreement accordingly in good time and on the basis of mutual consultation if such is possible.

7.2 If the parties agree that the Agreement is to be changed or supplemented, the agreed schedule can be exceeded without the Contractor being held responsible. The Contractor will inform the Commissioning Party to this effect as soon as possible. The provisions of Articles 6.4 and 6.5 of these General terms and conditions will not apply in the instance referred to here.

7.3 If the change or supplement to the Agreement has financial and/or other qualitative consequences, the Contractor will inform the Commissioning Party to this effect in advance.

7.4 If a fixed fee has been agreed, the Contractor will also indicate to what extent the change or supplement to the Agreement will result in this fee being exceeded.

7.5 Any additional charges or discounts as a consequence of a change or supplement to the Agreement will be charged to, or will be to the benefit of, the Commissioning Party.

7.6 If the Commissioning Party wants to make changes to the Agreement during its execution in such a way that the Agreement, in the Contractor’s opinion, becomes impossible to execute or is not/no longer in accordance with the agreed purpose of the Agreement, the Contractor can dissolve the Agreement prematurely at any stage without being liable for compensation.

7.7 This dissolution will not affect the Commissioning Party’s obligation to pay the Contractor all the costs incurred up to the time of premature termination, as well as the costs caused by premature termination.

Article 8 I Delivery of Products / Delivery on trial or on loan / Assembly

8.1 At the request of the Commissioning Party, the Contractor can arrange transport of the Product. The transport risk and all the costs are for the Commissioning Party’s account.

8.2 The Contractor reserves the right, after consulting with the Commissioning Party, to deliver the order in parts and to invoice these partial deliveries.

8.3 The Products will be regarded as having been delivered as soon as they have left the offices and/or warehouses of the Contractor or of the Contractor’s supplier.

8.4 Following an explicit, Written request by the Commissioning Party, delivery can take place to a third party. Any additional costs will be charged to the Commissioning Party.

8.5 If the Commissioning Party wants the Contractor to keep the Products it has paid for in storage (temporarily), the Contractor will be entitled to request a yet to be determined fee.

8.6 If, at the request of the Commissioning Party, the delivery is brought forward or postponed, the related costs as well as the statutory interest calculated on the price of the Products affected by the postponement will be for the Commissioning Party’s account.

8.7 Products can be delivered on trial and/or a test installation can be set up at the premises of the Commissioning Party, subject to certain conditions yet to be agreed.

8.8 The provisions in Article 8.7 only concern the Products which the Contractor has available. If the Commissioning Party explicitly wants non-standard Products, the Contractor will reasonably arrange this, but only if the Commissioning Party pays the (extra) related costs.
8.9 If Products are delivered on trial, the Agreement between the Contractor and the Commissioning Party will be regarded as having been entered into subject to the suspensive condition that the Products meet the wishes of the Commissioning Party. The Commissioning Party will inform the Contractor, within a deadline agreed in Writing, that it does not wish to purchase the Products in question. Failure to do so will mean that the Agreement will be regarded as having effectuated.

8.10 Products can be given on loan. The provisions in Article 8.8 regarding the execution desired by the Commissioning Party will apply mutatis mutandis.

8.11 Products on loan are delivered for a definite period of time and in return for payment, to be determined in more detail in an Agreement.

8.12 The Commissioning Party will care for the Products given on trial and/or on loan as a good debtor.

8.13 At the end of the agreed period (Article 8.11), or if no Agreement has been drawn up (Article 8.9), the Commissioning Party will be obliged to deliver the Products in good condition and at its own expense back to the Contractor.

8.14 If, at the end of the agreed period or before that time, the Commissioning Party has let it be known that it wants to keep the Products, the Commissioning Party will owe the corresponding price. Set-off and/or compensation with previously paid usage fee and/or other monies is never permitted. In this case these General terms and conditions will apply mutatis mutandis.

8.15 It will be assumed that it is possible for assembly to take place in normal working conditions and during the normal working hours of the Contractor's assembly service. If the work has to take place wholly or partially outside normal working hours, an allowance will be charged as referred to in Article 5.5.

8.16 Where necessary the assembly work will be based on drawings sent in advance to the Commissioning Party. The dimensions and data indicated in these drawings must be checked by the Commissioning Party in the work. Prints of the drawings in question are to be signed as approved by the Commissioning Party and returned to the Contractor. The assessment of suitability of the construction of the building in which the Products are to be assembled is the Commissioning Party's responsibility.

8.17 Without prejudice to the provisions of Article 8.16 the Commissioning Party will arrange, for its own account and risk:

a. that the work which is not part of the Contractor's assignment, such as electrical, hacking, breaking, bricklaying, concrete, plastering and/or painting work, or other similar work, is performed in the right way and on time;

b. that light current and high-voltage current are available at a reasonable distance and that the rooms in which work is to be carried out are clean, dry and sufficiently heated;

c. that the Products delivered can be transported to the assembly location. Other work by third parties must not disrupt progress in terms of transport and/or assembly;

d. that the Products which have been delivered but not yet assembled, as well as the tools, can be stored in rooms which can be locked and which are exclusively accessible for the Contractor, which are suitable for storing these products and tools.

Article 9 I Execution of the Agreement

9.1 The Contractor will make an effort to execute the Agreement carefully, to defend the interests of the Commissioning Party to the best of its knowledge, and to strive to achieve a result which is usable for the Commissioning Party.

9.2 The Commissioning Party will ensure that all details, which the Contractor indicates are necessary, or which the Commissioning Party should reasonably understand to be necessary for the execution of the Agreement, are issued to the Contractor in good time. If the details required for the execution of the Agreement are not issued to the Contractor on time, the Contractor will be entitled to suspend execution of the Agreement and/or charge the Commissioning Party the extra costs resulting from the delay in accordance with the rates applied.

9.3 The Products and/or Services are to be delivered or performed in accordance with the Agreement between the parties and at the location agreed in Writing by the Commissioning Party and the Contractor.

9.4 The Commissioning Party will ensure, for its own account and risk, that the Services can be performed correctly and on time, whereby the Commissioning Party will, among other things, ensure the following:

a. that the available rooms in which the Services are to be performed comply with the requirements of the applicable legislation relating to working conditions;

b. that the light current and high-voltage current in all these rooms functions and is available sufficiently and at a reasonable distance;

c. that the items and tools supplied by the Contractor for the execution of the Services can be transported in an appropriate manner and using suitable means of
Article 11 Guarantees and Claims

11.1 Subject to the conditions referred to below the Contractor grants a guarantee of 12 (twelve) months on the Product, counting from the date of delivery thereof, unless the Contractor has determined a different period in Writing when the Agreement is entered into.

11.2 Defects to the Product which become apparent to the Commissioning Party will be resolved by the Contractor free of charge with due regard for the conditions of Article 11.3 up to and including 11.8. Any faulty parts will become the Contractor's property after they have been replaced free of charge.

11.3 Guarantee provisions will only apply in the event that the Products delivered are used in a way which corresponds to the purpose. Inexpert use of, or insufficient care by, the Commissioning Party for the Products will lead to the exclusion of any claim and will cause guarantees and other warranties to lapse. The guarantee provisions are valid in the event of normal use.

11.4 The Commissioning Party is aware of the facts that hair cracks in the paint are unavoidable in painted Products. Any complaint in this respect is not covered by the guarantee nor claim. Commissioning Party cannot derive any right to refuse to take receipt, or replace, rectify or compensate colouration of wood, textile or fibrous materials which is unavoidable from a technical point of view or which, according to the commercial practice is generally permitted, nor a secondary deviation of any nature sets and this secondary changes in the construction and/or dimensions, as a result of which no actual changes made to the outward design of the Product in comparison to the Offer and/or drawing and/or in the event of subsequent orders.

11.5 Claims relating to the quality of the Products delivered by the Contractor must be communicated by the Commissioning Party in Writing to the Contractor. Failure to do so will mean that the Contractor is considered to have delivered to the Commissioning Party entirely in accordance with its obligations.

11.6 The following deadlines apply to the Written and specified notification by the Commissioning Party:

a. if the defect is visible upon delivery: within 24 hours after receipt of the Products;

b. in the event of hidden defects: within five days after receipt of the Products, such with due regard for the guarantee period set by the manufacturer and adopted by the Contractor.

11.7 If the claim has been made on time and in the correct manner, the Contractor will investigate the reported defects provided these fall in the
guarantee period and provided they fulfil the conditions stated in its supplier’s guarantee provisions. The Contractor will then rectify the defects to the best of its ability and as soon as possible.

11.8 The Commissioning Party will issue to the Contractor all the details the Contractor considers to be necessary and relevant regarding the circumstances in which the defect occurred.

11.9 The deadlines referred to in this article also apply if the defects are caused exclusively or predominantly due to improper assembly or installation by the Contractor. If the Contractor does not assemble or install the Product, the deadlines referred to in this article apply on the day that the Contractor completes the assembly or installation, on the understanding that, in that instance, the guarantee period ends, in any event, twelve months after delivery in accordance with Article 8.3.

11.10 The guarantee does not cover, in any event, defects which occur in, which are entirely or partially the consequence of:
   a. the non-observance by the Commissioning Party of operating requirements or maintenance regulations or use other than normal use;
   b. normal wear and tear;
   c. assembly or installation or repair by third parties, including the Commissioning Party;
   d. the application of any government regulation relating to the nature or quality of the materials used;
   e. used materials or goods used in consultation with the Commissioning Party;
   f. materials or goods issued by the Commissioning Party to the Contractor for processing;
   g. materials, goods, methods of working and constructions insofar as used on the explicit instruction of the Commissioning Party, as well as materials and goods supplied from, by or on behalf of the Commissioning Party;
   h. parts acquired by the Contractor from third parties, insofar as the third party has not issued a guaranteed to the Contractor.

11.11 If the Commissioning Party does not fulfil any obligation, or does not do so properly or on time, which results for it from the Agreement entered into with the Contractor, or from any related Agreement, the Contractor will not be bound by any guarantee - however named - with regard to any of these agreements. If the Commissioning Party proceeds to dismantle, repair or perform other work relating to the Product, or engages other parties for this, without the prior Written approval of the Contractor, any claim on account of the guarantee will lapse.

Article 12 | Liability, damage and insurance

12.1 The Contractor is not liable for:
   a. mistakes or shortcomings in the material and/or the raw materials and/or the details and/or the space and all that which the Commissioning Party has made available;
   b. misunderstandings, mistakes or shortcomings relating to the execution of the Agreement, if these were induced or caused by actions by the Commissioning Party, such as the non-delivery or late delivery of complete, proper, correct and clear materials and/or raw materials and/or details, allow the implementation of a certain model, prototype or trial, and these mistakes would have been noticeable in such a model, prototype or trial;
   c. mistakes or shortcomings of third parties engaged by, or on behalf of, the Commissioning Party;
   d. damage to (goods of) the Commissioning Party or third parties, caused by the improper use of the Product, or resulting from the Product characteristics;
   e. errors in offers from suppliers or overrunng suppliers’ quotations;
   f. mistakes or shortcomings in, or defects to, the Product, if the Commissioning Party, pursuant to the provisions in Article 10, has not claimed in Writing and on time or has given its approval in some other way, or has not given the Contractor the opportunity to carry out a check and/or resolve the defects on time;
   g. mistakes or shortcomings in, or defects to, the Product, if the Commissioning Party has failed to allow the execution of the certain model, prototype or trial, and these mistakes would have been noticeable in such a model, prototype or trial;
   h. mistakes or shortcomings in, or defects to, the Product

12.2 The Contractor can only be held liable for direct damage that can be attributed to it. The term ‘direct loss’ exclusively means:
   a. the reasonable costs to determine the cause and the scope of the damage, insofar as such determination relates to damage as referred to in these General terms and conditions;
   b. any reasonable costs which are necessary in order to ensure that the deficient performance by the Contractor complies with the Agreement;
   c. reasonable costs incurred to prevent or limit loss or damage, insofar as the Commissioning Party demonstrates that these costs have resulted to a limitation of direct damage as referred to in these General terms and conditions.

12.3 The Contractor is not liable for any damage other than the damage referred to in the previous paragraph, such as indirect damage, including consequential damage, lost profit, damaged or destroyed details or materials, missed savings or damage due to operational delays.
12.4 Except in the event of intent or deliberate recklessness on the part of the Contractor, the Contractor’s liability for damage on account of the Agreement or an illegal act committed vis-a-vis the Commissioning Party is limited to the invoice amount relating to the part of the Agreement that has been executed, minus the out-of-pocket expenses incurred by the Contractor and costs for engaging third parties and is, in any event, limited to no more than the amount that the Contractor’s insurer pays out on the occasion in question.

12.5 Any liability lapses after a period of one year from the moment that the Agreement has been completed.

12.6 The Commissioning Party is obliged, if reasonably possible, to retain copies and/or samples of details and materials it issues until the Order has been completed. If the Commissioning Party fails to do this, the Contractor cannot be held liable for damage which would not have occurred if these copies and/or samples had been available.

12.7 The Commissioning Party is liable for all damage, however referred to, which arises or has arisen in relation to the goods belonging to it, the Contractor and/or third parties, caused by the Commissioning Party itself, its staff or by third parties its staff has designated.

12.8 The Commissioning Party is liable vis-a-vis the Contractor, as it would be for its own conduct, for the conduct of the parties that use these goods with his permission and/or by which the goods are delivered by the Contractor with its permission. In this regard the Commissioning Party indemnifies the Contractor for all third-party claims (however referred to).

12.9 The Commissioning Party is liable for all damage and/or injuries to, or the death of (members of staff or freelancers of) the Contractor and/or third parties, caused by the Commissioning Party, its staff or by third parties its staff has designated.

Article 13 | Indemnification

13.1 The Commissioning Party indemnifies the Contractor for all claims by third parties relating to the Products and Services delivered by the Contractor.

13.2 The Commissioning Party indemnifies the Contractor in particular for all claims by third parties relating to portrait rights and/or intellectual property rights to details or materials issued by the Commissioning Party which are used during the execution of the Agreement.

13.3 If the Commissioning Party issues information carriers, digital data files or software to the Contractor, the former guarantees that the information carriers, digital data files or software are free of viruses and defects.

Article 14 | Suspension and dissolution

14.1 The Contractor is entitled to suspend or cease the further execution of the Agreement and any other current Agreement, if the Commissioning Party does not fulfil, in any way, its payment obligation(s) and/or remains in default as regards making the requested down payment.

14.2 Suspension and/or cessation by the Contractor as described in paragraph 1 of this article does not affect the Commissioning Party’s payment obligation(s). The consequences of suspension and/or cessation are entirely for the account and risk of the Commissioning Party.

14.3 In the event of an attributable shortcoming by the Commissioning Party in the fulfillment of one of its obligations on account of the Agreement entered into with the Contractor, the Contractor will issue a Written notice of default to the Commissioning Party and stipulate a reasonable period during which the Commissioning Party can still fulfil its obligation.

14.4 If the Commissioning Party attributably fails as regards fulfilment within the aforementioned period, the Contractor will be authorised to dissolve the Agreement wholly or partially, such without prejudice to the Contractor’s legal right to demand compensation for the damage suffered.

14.5 A shortcoming cannot be attributed to a party if it is not due to a circumstance which is not its fault nor is attributable to it by law, juridical act or generally accepted views.

14.6 Each of the parties can terminate the Agreement in Writing without notice of default, with immediate effect, fully or partially, if the other party is granted a (provisional) suspension of payments, if bankruptcy proceedings are instituted against the other party, or if the other party’s business is liquidated or terminated other than for the relaunch or merger of businesses. The Contractor is never obliged, due to a dissolution on the grounds of this paragraph, to refund any monies that have already been received or to pay compensation.

14.7 If, at the moment of the dissolution as referred to in Article 14.6, the Commissioning Party has already received Products and/or Services performed, these Products and/or Services and the related payment obligation will not become subject to reversal unless the Commissioning Party proves that the Contractor is in default with regard to said Products and/or Services. Amounts which the Contractor invoiced before the dissolution in connection with that which it has already and properly carried out or delivered for the execution of the Agreement, will continue to be payable, with due regard for the provisions of the previous sentence, and will become immediately due and payable at the moment of
dissolution.

14.8 The Contractor reserves the right to dissolve the Agreement wholly or partially in the event of such changes in circumstances that fulfilment cannot reasonably be demanded of the Contractor or if fulfilment would imply risks under criminal law.

14.9 In such cases, the Contractor must communicate the dissolution in Writing to the Commissioning Party. The latter is not entitled to claim compensation in such instances.

14.10 In the event of full or partial dissolution of an Agreement by the Commissioning Party, all costs which have been incurred will be charged in full to the Commissioning Party, plus the costs relating to the cancellation.

Article 15 I Payment and collections

15.1 Unless agreed otherwise in Writing, invoicing will take place as follows:

a. 30% when order is placed;
b. 60% upon delivery of the Products and/or Services;
c. 10% upon completion

All payments must have been received within 14 (fourteen) days after the invoice date, unless agreed otherwise in Writing.

15.2 If, at the end of this period, the Contractor has not yet received (full) payment, the Commissioning Party will be legally in default and will owe interest at the statutory interest rate.

15.3 The Contractor is entitled, at the commencement of the Agreement, to demand a full or partial advance payment of the total amount agreed. In that instance the Contractor will only start executing the Agreement after the Commissioning Party has made this advance payment.

15.4 In the event of a payment via a bank, the day of crediting by the Contractor's bank will be regarded as the date of payment.

15.5 All costs incurred by the Contractor, such as the costs of legal proceedings and extrajudicial and legal costs, including the costs for legal aid, bailiffs and collection agencies, incurred in connection with late payments, are to be charged to the Commissioning Party. The extrajudicial costs are to be set at, at least, 15% of the invoice amount with a minimum applying of € 500,00, without prejudice to the Contractor's right to claim the actual costs if these are higher.

15.6 In the event of liquidation, bankruptcy, admission of the Commissioning Party to legal debt rescheduling on account of the Natural Persons Debt Rescheduling Act [Wet Schuldsanering Natuurrlijke Personen] or a foreign variant thereon, seizure or (provisional) suspension of payments of the Commissioning Party, the Contractor's claims on the Commissioning Party will become immediately due and payable.

15.7 The Commissioning Party must inform the Contractor immediately if the financial position of the Commissioning Party worsens after formation of the Agreement, but before the delivery of the Products and/or the Services by the Contractor. If the Contractor can reasonably predict that this worsening will jeopardise the fulfilment of the obligations by the Commissioning Party, the Contractor will be entitled to suspend delivery of the Products and/or Services or demand a change to the payment conditions.

15.8 In the first instance payments apply in reduction of the costs, then in reduction of the payable interest and lastly in reduction of the principal sum and then payable interest.

15.9 The Commissioning Party must pay the purchase price even if the Products and/or Services are destroyed or if their value decreases due to a non-attributable shortcoming on the part of the Contractor.

Article 16 I Retention of title

16.1 The Products delivered by the Contractor will continue to be owned by the Contractor up until the time of full payment by the Commissioning Party of all that it owes to the Contractor.

16.2 The Commissioning Party will reimburse the Contractor for all costs which the Contractor has incurred to ensure that its property right is acknowledged and maintained, including the costs of legal assistance on the part of the Contractor.

16.3 The Contractor is entitled to retain the Products again if it can be reasonably assumed that the Commissioning Party will not be able to fulfil its obligations. As necessary the Contractor will acquire unhindered access to the delivered Products and be able to disassemble the delivered Products as required. The above does not prejudice the Contractor's other rights resulting from the failure to fulfil by the Commissioning Party including, but not limited to, compensation.

16.4 The Commissioning Party is obliged to insure the risk of fire, theft and other damage of the Products which have not (yet) been paid for (in full) and to provide proof of this insurance at the Contractor's request.

16.5 The Commissioning Party is not entitled to encumber the Products with any right, including but not limited to, a right of pledge and mortgage right, as long as it has not fulfilled all the obligations vis-a-vis the Contractor.
16.6 The Commissioning Party will inform the Contractor immediately of any seizure of the Products pursuant to the Agreement entered into between the parties, as well as its bankruptcy and its application for suspension of payments.

16.7 The Commissioning Party is obliged to inform the seizing bailiff, the trustee or administrator immediately of the retention of title invoked by the Contractor.

16.8 In the event of full or partial damage or loss of the projects delivered by the Contractor, whatever the cause, before the Commissioning Party has fulfilled its obligations resulting from the Agreement, the Commissioning Party will transfer its rights vis-a-vis insurers to the Contractor up to the amount of the sums payable at that time by the Commissioning Party to the Contractor, plus interest and costs.

Article 17 I Right of retention
17.1 In the event that the Contractor performs repair work, commissioned by the Commissioning Party, which is not covered by the guarantee provisions, and/or maintenance work insofar as applicable, the Contractor will be entitled to suspend fulfilment of the obligation to issue the Product until the repair costs have been paid.

Article 18 I Intellectual property
18.1 All potential intellectual property rights resulting from the Agreement and/or the Services and/or vested in the Products - including but not exclusively limited to patent, drawing, model, brand, database, and copyrights, will accrue to the Contractor or third parties. Insofar as such a right can only be acquired by means of a filing or registration, only the Contractor all these third parties will be authorized in this respect.

18.2 Unless agreed otherwise in Writing, the Agreement does not cover carrying out research into the existence of intellectual property rights including but not exclusively limited to patent, drawing, model, brand, database and copyrights or portrait rights of third parties.

18.3 The Contractor will observe all precautions which can reasonably be demanded in order to ensure that the Products and/or Services are not contrary to any intellectual property right of a third party which applies in the Netherlands. If Contractor can nevertheless be demonstrably blamed, the Contractor will, within the limits referred to in article 12, take back the deliveries in return for crediting of the acquisition costs, or ensure that the Commissioning Party can continue to use the deliveries, or a comparable other Product or other Service, without interference. The provisions of this article only apply if the Commissioning Party enables the Contractor in good time to defend its interests in relation to those that enforce intellectual property rights.

18.4 The Contractor is entitled to protect or secure its Products by means of (technical) provisions or measures, or to arrange such. The Commissioning Party is not permitted to circumvent, avoid or remove these technical provisions or measures taken by or on behalf of the Contractor, or to arrange such.

18.5 The working drawings, illustrations, prototypes, models, moulds, designs, design sketches, films, and other materials or (electronic) files created within the framework of the Agreement by the Contracted Party are and remain the Contractor’s property, irrespective of whether these have been made available to the Commissioning Party or to third parties.

Article 19 I Confidentiality
19.1 The parties are obliged to observe secrecy with regard to all confidential details which they have acquired from each other all from another source within the framework of their Agreement. Details are to be regarded as confidential if the other party has communicated such, or if this follows from the nature of the details. All technical and cost-specific details concerning the Products and/or Services are to be regarded as confidential without exception.

19.2 If, on the grounds of the statutory provision or a legal judgement, a party is obliged to issue confidential details to third parties designated by law or a competent court and is unable to invoke a right of non-disclosure laid down in law or recognized or permitted by a competent court, said party will not be obliged to pay compensation or damages and the other party will not be entitled to dissolve the Agreement on the grounds of any resulting loss or damage.

Article 20 I Force majeure
20.1 In the event of circumstances which make the fulfilment of the obligations of the parties, as might be expected during the normal processing of the Agreement, so difficult that it cannot be assumed that the parties would have accepted the obligation in question in such circumstances, the obligations in question will be mutually suspended.

20.2 If a situation as referred to in paragraph 1 has lasted longer than ninety days, the parties will be entitled to terminate the Agreement by Written cancellation within ninety days thereafter. The work that has already been carried out pursuant to the Agreement will then be settled proportionally, without the parties owing each other any.

Article 21 I Disputes
21.1 These General terms and conditions, all Offers, and the Agreements entered into between the parties are subject to Dutch law, irrespective of the domicile and/or nationality of the Commissioning Party and irrespective of the
location of delivery of the Products and/or Services.

21.2 The Vienna Sales Convention (CISG) concluded in Vienna on 11 April 1980 does not apply to these General terms and conditions, the Offers and the Agreement concluded between the parties.

21.3 The Court in Amsterdam, the Netherlands, is exclusively authorized to decide in, and take cognizance of, disputes which arise as a result of these General terms and conditions and/or Offers and/or Agreements.

Amsterdam, March 1, 2021