

## **Article 1. General**

1. These terms and conditions apply to every offer, quotation and agreement between WIM facility services represented by Messrs. R. Ernest and M Fredriks.

Messrs R. Ernest and M Fredriks, hereinafter referred to as "User", and a Client on which the User has declared these conditions applicable, insofar as the parties have not deviated from these conditions explicitly and in writing.

2. The present conditions also apply to agreements with User, for the implementation of which the User must involve third parties.

3. These general conditions are also written for the employees of the User and his management.

4. The applicability of any purchasing or other conditions of the Client is explicitly rejected.

5. If one or more stipulations in these general terms and conditions at any time wholly or partially become null and void or become void, then the other provisions in these general conditions remain fully applicable. The User and the Client will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.

6. If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.

7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

8. If the User does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the User would in any degree lose the right to demand strict compliance with the provisions of these conditions in other cases. .

## **Article 2 Quotations and offers**

1. All quotations and offers from the User are free of obligation, unless a deadline for acceptance has been set in the offer. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates is no longer available in the meantime.

2. User can not be held to his offers or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.

3. The prices stated in an offer or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administrative costs, unless otherwise indicated.

4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the User is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless User indicates otherwise.

5. A composite quotation does not oblige the User to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

### **Article 3 Contract duration; execution times, transfer of risk, implementation and amendment of the agreement; price increase**

1. The agreement between the User and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

2. If a term has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a strict deadline. When a term is exceeded the Client must therefore give the User written notice of default. User must be offered a reasonable period in which to still execute the agreement.

3. User will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.

4. User has the right to have certain work done by third parties. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is expressly excluded.

5. If the User or the third parties engaged by the User carry out activities within the framework of the assignment at the location of the Client or a location designated by the Client, the Client shall provide free of charge the facilities reasonably desired by those employees.

6. Delivery will be made by the User's business. The Client is obliged to take delivery of the goods at the moment they are made available to him. If the Client refuses to take delivery or is negligent with the provision of information or instructions that are necessary for the delivery, then the User is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client at the time when goods are available to the Client.

7. The User is entitled to execute the agreement in various phases and to invoice the thus executed part separately.

8. If the agreement is executed in phases, the User can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

9. The Client shall ensure that all data of which the User indicates that these are necessary or of which the

The Client should reasonably understand that these are necessary for the execution of the agreement, to be provided to the User in a timely manner. If the data required for the execution of the agreement are not provided to the User in time, the User has the right to suspend the execution of the agreement and / or to charge the Client for the additional costs arising from the delay in accordance with the then customary rates. The execution period does not commence earlier than after the Client has made the information available to the User. User is not liable for damage of any kind, because User has assumed incorrect and / or incomplete information provided by the Client.

10. If it becomes apparent during the execution of the agreement that it is necessary for a proper execution thereof to change or supplement it, the parties shall proceed to adapt the agreement in time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc. is changed and the agreement is thereby amended qualitatively and / or quantitatively, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. User will make a quotation of this as much as possible in advance. By an amendment to the agreement, the originally stated term of execution can be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

11. If the agreement is changed, including a supplement, then the User is entitled to perform this first after it has been approved by the person responsible within the User and the Client has agreed to the price stated for the performance and other conditions, including the then to be determined time at which it will be implemented. The non-execution or non-immediate performance of the amended agreement does not constitute a default by the User and is not a reason for the Client to terminate or cancel the agreement.

12. Without being in default, the User may refuse a request to amend the agreement if this could have qualitative and / or quantitative consequences, for example for the work to be performed or the goods to be delivered in that context.

13. If the Client is in default in the proper fulfillment of what he is obliged to User, then the Client is liable for all damage on the part of the User thereby directly or indirectly.

14. If User agrees with the Client a fixed fee or fixed price, then User is nevertheless entitled at all times to increase this fee or this price without the Client in that case being entitled to terminate the agreement for that reason, if the increase of the price arises from a power or obligation pursuant to the law or regulation or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably be foreseen at the time the agreement was entered into.

15. If the price increase other than as a result of an amendment to the agreement amounts to more than 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to title 5 section 3 of Book 6 BW entitled to dissolve the agreement by means of a written statement, unless User

- - is still prepared to execute the agreement on the basis of the originally agreed;
- - if the price increase ensues from a power or an obligation on the User under the law;
- - if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement;
- - or, on delivery of a case, if it is stipulated that the delivery will take place more than three months after the purchase.

#### **Article 4 Suspension, dissolution and premature termination of the agreement**

1. The User is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client fails to comply with the obligations from the agreement, not fully or not on time, after the conclusion of the agreement User learns of circumstances giving good ground to fear that the Client will not fulfill the obligations if the Client at the conclusion of the agreement is requested to provide security for the fulfillment of its obligations under the

agreement and this security is not provided or is insufficient or if due to the delay on the part the Customer can no longer be required of the User to fulfill the agreement against the originally agreed conditions.

2. The User is furthermore entitled to dissolve the agreement if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or if circumstances arise which are of such a nature that the unaltered maintenance of the agreement can not reasonably be invoked by the User. be required.

3. If the agreement is dissolved, the claims of the User on the Client will be immediately due and payable. If User suspends fulfillment of the obligations, he retains his rights under the law and agreement.

4. If the User proceeds to suspension or dissolution, he is in no way obliged to pay compensation for damage and costs in any way whatsoever.

5. If the dissolution is attributable to the Client, User is entitled to compensation of the damage, including the costs, thereby directly and indirectly arising.

6. If the Client does not fulfill his obligations arising from the agreement and this non-fulfillment justifies dissolution, then User is entitled to dissolve the agreement immediately and with immediate effect without any obligation on his part to pay any compensation or compensation, while the Client, due to breach of contract, compensation or compensation is required.

7. If the agreement is prematurely terminated by the User, the User shall, in consultation with the Client, ensure the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Client. If the transfer of the work for User incurs additional costs, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless User indicates otherwise.

8. In the event of liquidation, (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client does not the User is free to terminate the agreement freely and with immediate effect or to cancel the order or agreement, without any obligation on his part to pay any compensation or indemnification. The User's claims against the Client are immediately due and payable in that case.

9. If the Client cancels all or part of an order placed, the work that has been performed and the items ordered or prepared for it will be increased by the possible delivery and delivery costs thereof and the working hours reserved for the execution of the agreement, fully charged to the Client.

## **Article 5 Force majeure**

1. The User is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted for his account. coming.

2. Force majeure means in these general terms and conditions, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which User can not exert influence, but as a result of which User is unable to fulfill his obligations. to come. Strikes in the company of User or third parties included. User also has

the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after User should have fulfilled his obligation.

3. During the period that the force majeure lasts, User can suspend the obligations from the agreement. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement without any obligation to compensate the other party for damage.

4. As far as User at the time of the occurrence of force majeure has fulfilled his obligations under the agreement in part or will be able to comply with them, and the part to which the fulfilled or fulfilling part is due, the User is entitled to comply with or comply with. to invoice part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

## **Article 6 Payment and collection costs**

1. Payment must always be made within 30 days of the invoice date, in a manner to be indicated by the User in the currency in which the invoice is made, unless otherwise stated by the User in writing. User is entitled to invoice periodically.

2. If the Client remains in default in the timely payment of an invoice, then the Client is legally in default. The Client then owes an interest of 5% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

3. The User has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the costs.

principal and accrued interest. User can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment. The User can refuse full payment of the principal sum if the vacant and current interest and collection costs are not also paid.

4. The Client is never entitled to set off the amount due to the User. Objections against the height of an invoice do not suspend the payment obligation. The Client who does not appeal to Section 6.5.3 (Articles 231 to 247 of Book 6 BW) is also not entitled to suspend the payment of an invoice for any other reason.

5. If the Client is in default or omission in the (timely) fulfillment of his obligations, then all reasonable costs incurred in obtaining payment out of court on behalf of the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II. If, however, the User has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

## **Article 7 Retention of title**

1. The by User delivered within the framework of the Agreement remains the property of the User until the Client has properly fulfilled all obligations from the agreement (s) concluded with the User.

2. The goods delivered by the User that fall under the retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Principal is not authorized to pledge or encumber it under the retention of title in any other way.

3. The Client must always do everything that can reasonably be expected of him to secure the property rights of the User. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, then the Client is obliged to immediately inform User thereof. In addition, the Client undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to provide the policy of this insurance to the User for inspection at the first request. In the event of a payment of the insurance, the User is entitled to these tokens. As far as necessary, the Client undertakes towards the User in advance to cooperate with everything that may prove necessary or desirable in that context.

4. In the event that the User wishes to exercise his property rights as referred to in this article, the Client shall give unconditional and non-revocable consent to the User and third parties to be designated by the User to enter all those places where the User's property is located and return it. to take.

## **Article 8 Liability**

1. If User is liable, then this liability is limited to what is regulated in this provision.

2. User is not liable for damage, of whatever nature, caused because User has assumed incorrect or incomplete information provided by or on behalf of the Client.

3. If User is liable for any damage, the liability of User is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.

4. The User's liability is in any case always limited to the amount of the payment from his insurer, if any.

5. User is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred in connection with the defective performance of the User. to have the agreement answered, in so far as these can be attributed to the User and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. User is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the User or his managerial subordinates.

## **Article 9 Indemnity**

1. The Client indemnifies the User against any claims from third parties that suffer damage in connection with the performance of the agreement and whose cause is attributable to the User other than the User. If the User should be held liable by third parties for this reason, then the Client is obliged to assist the User both outside and in law and to do everything that may be expected of him in that case without delay. Should the Client fail to take adequate

measures, the User is entitled, without notice of default, to proceed to this himself. All costs and damage arising on the part of the User and third parties as a result are fully for the account and risk of the Client.

### **Article 10 Intellectual property**

1. The User reserves the rights and powers that accrue to him on the basis of the Copyright Act and other intellectual laws and regulations. The User has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is brought to the knowledge of third parties.

### **Article 11 Applicable law and disputes**

1. All legal relationships to which the User is a party are exclusively governed by Dutch law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The court in the place of business of the User is exclusively authorized to take cognizance of disputes, unless the law prescribes otherwise. Nevertheless, the User has the right to submit the dispute to the competent court according to the law.

3. The parties will first appeal to the court after they have made every effort to settle a dispute in mutual consultation.

### **Article 12 Location and change of conditions**

1. These conditions are posted on [www.wimfacilityservices.nl](http://www.wimfacilityservices.nl)

2. Applicable is always the last placed version or the version that applied at the time of the establishment of the legal relationship with the User.

3. The Dutch text of the general terms and conditions is always decisive for the explanation thereof.