



General Terms and Conditions Pinna Acoustics B.V.

Article 1. Definitions

General Terms and Conditions:	the entirety of the provisions as included below;
Consumer Purchase:	the purchase concluded between the Contractor and the natural person who is not acting for purposes related to his trade, business, craft or profession;
Delivery term:	the term specified by the Contractor for the performance of the Performance or a part thereof to the Client;
Employee(s):	persons who are employed by the Contractor or one of the companies affiliated with the Contractor, as well as auxiliary persons engaged by the Contractor, including subcontractors and self-employed persons;
Client:	the party with whom the Contractor negotiates about the conclusion of the Agreement and/or with whom the Contractor concludes the Agreement;
Contractor:	Pinna Acoustics B.V. who offers the Performance to the Client;
Agreement:	an agreement that is concluded between the Contractor and the Client, including any amendment(s) agreed after the conclusion, and the agreed additional and/or less work;
Party(s):	Client or Contractor. When the term is used in plural, the Client and the Contractor are meant;
Performance:	the performance to be performed by the Contractor under the Agreement, consisting of: the delivery of goods and/or the performance of works and/or the performance of (consultancy) work and/or services related to sound-insulating spaces, structures and acoustics .

Article 2. Contractor's identity

Contractor name:	Pinna Acoustics B.V.
Trading under the name:	Pinna Acoustics B.V.
Legal representative:	Mr J. van der Voet
Business address:	Verlengde Luijtenstaat 14 2941 CH in Lekkerkerk, the Netherlands
Phone number:	0031 180 700255
Email:	info@pinna-acoustics.com
C.o.C. number:	63631873
VAT identification number:	NL 855324302B01

Article 3. General

1. These general terms and conditions apply to all offers, deliveries and/or services of the Contractor and/or all Agreements concluded with the Contractor and to all other legal relationships between the Client and the Contractor. Deviating provisions are only valid if they have been expressly agreed in writing in advance with the Contractor.
2. The applicability of any purchase and/or other conditions of the Client is expressly rejected.
3. Only persons authorized to do so according to the trade register of the Chamber of Commerce are authorized to perform legal acts on behalf of the Contractor. Legal acts performed by persons other than those authorized to do so can only be invoked against the Contractor and third parties if the Contractor has expressly confirmed them in writing to the Client.
4. If at any time one or more provisions of these General Terms and Conditions are wholly or partially annulled or declared invalid by the court, this will not affect the effect of the other provisions. In that case, the parties will agree on a new provision instead of the void or voidable provision that corresponds as much as possible with the intention of the Parties.
5. Prior to the conclusion of the Agreement, the text of these General Terms and Conditions will be made available to the Client. If this is not reasonably possible, the Contractor will indicate, before the Agreement is concluded, how the General Terms and Conditions can be viewed at the Contractor's office and that they will be sent free of charge by e-mail as soon as possible at the request of the Client.
6. The General Terms and Conditions are accessible to everyone and included on the website www.pinna-acoustics.com
7. The Contractor is at all times authorized to make changes or additions to these General Terms and Conditions. The amended General Terms and Conditions will continue to apply, unless an objection is made in writing to any amendments within 30 (thirty) days of the date of the amendment. The change will be communicated by email.
8. These General Terms and Conditions also apply to anyone engaged by the Contractor, and anyone for whose acts or omissions the Contractor is or may be liable.

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9. The Contractor does not accept any general terms and conditions of the Client, unless expressly agreed otherwise in writing. A mere reference by the Client to its own general terms and conditions or a standard clause on its letterhead or in the Client's own general terms and conditions, with the content of the exclusive effect of its own general terms and conditions, is not sufficient for the Contractor's acceptance of the general terms and conditions.

Article 4. Offers

1. All offers made by the Contractor are entirely without obligation. The price calculations and conditions included in the offer apply exclusively to the stated Performance. If an offer has a limited period of validity, or is subject to different conditions, this will be explicitly stated in writing in the offer.
2. Offers from the Contractor are based on the information provided by the Client. The Client is responsible for the completeness and accuracy of the information. The consequences of providing incomplete and/or inaccurate, including information that does not correspond to reality, will be at the expense and risk of the Client.
3. The offer contains a complete and accurate description of the offered Performance. The description is sufficiently detailed to enable a proper assessment of the offer by the Client.
4. If an offer is made on the basis of subsequent calculation, the prices quoted serve only as a guideline. The actual hours and costs worked by the Contractor will be passed on to the Client.
5. The Contractor cannot be held to a quotation or offer if the Client can reasonably understand that (a part of) the offer contains an obvious mistake or error.
6. A composite offer does not oblige the Contractor to perform part of the offer for a corresponding part of the stated price.
7. Offers do not automatically apply to future orders.

Article 5. Prices

1. All prices are in euros, exclusive of VAT. and other government levies as well as any costs to be incurred in the context of the Agreement, such as travel and other costs and expenses, including but not limited to invoices from third parties engaged. The aforementioned costs are for the account of the Client, unless expressly agreed otherwise in writing between the Parties. In the case of a consumer purchase, the VAT is also included and the amount stated.
2. If the Contractor agrees a fixed price with the Client, then the Contractor is entitled to increase this price, without the Client being entitled to dissolve the Agreement for that reason, if the increase in price results from an authority or obligation under the law or regulations or is caused by an increase in cost-determining factors such as the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when the Agreement was entered into. In the case of Consumer Purchase, the Contractor is authorized to pass on price increases to the Client within 3 months after the conclusion of the Agreement only if they are the result of statutory regulations or provisions.
3. If the price increase, other than as a result of an amendment to the Agreement, exceeds 10%, the Client has the right to cancel the Agreement, provided this is done in writing by registered letter within 8 days of receipt of the adjusted price, unless the Contractor is still willing to perform the Agreement on the basis of what was originally agreed, or if it has been stipulated that delivery will take place longer than three months after the Agreement.
4. A cancellation as stated in the previous paragraph does not entitle the Client to compensation for any damage. If the Client cancels the Agreement, the Contractor is entitled to charge costs already incurred by it to the Client.
5. In the absence of an agreed fixed price, the price for the work performed or the materials delivered or used will be determined on the basis of the rates agreed by the Parties, or in the absence of such determination, on the basis of the delivery of the work at the applicable rates.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.

Article 6. The Agreement

1. An Agreement between the Contractor and the Client is concluded after it has been assessed for feasibility by the Contractor.
2. If the Client has accepted the offer electronically, the Contractor will confirm receipt of the acceptance of the offer electronically, subject to the provisions of paragraphs 1,3, 4, 5 and 6.
3. Insofar as the acceptance by the Client of an offer made by the Contractor deviates from the offer on any point, an Agreement will only be concluded at the moment that the Client confirms the conclusion and the content of the Agreement in writing.
4. The Contractor reserves the right, without stating reasons, not to accept the acceptance of an offer made by it or to accept it exclusively. 1. All offers made by the Contractor are entirely without obligation. The price calculations and conditions in the offer apply exclusively to the specified Deliverable. If an offer has a limited period of validity, or is made under other conditions, this will be explicitly stated in writing in the offer.
5. The Contractor can - within the legal framework - inquire whether the Client can meet its payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the Agreement. If the

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Contractor has grounds on the basis of this investigation not to enter into the Agreement, the Contractor may refuse an application for a Performance or attach special conditions to the execution, including, for example, the provision by the Client of securities with regard to the timely fulfilment of its obligations that arising from the Agreement.

6. If the Agreement is concluded electronically, the Contractor will take appropriate technical and organizational measures to secure the electronic transfer of data and to ensure a safe web environment.

Article 7. Performance of the Agreement

1. The Contractor will observe the care of a good contractor in the performance of the Agreement and will perform the Performance to the best of its knowledge and skills.

2. The Contractor has the right, insofar as required for proper performance of the Agreement, to have the Agreement (partially) performed by third parties.

3. The Performance will be performed as specified in the Agreement, on the understanding that minor or minor changes made by the Contractor that do not affect the quality of the Performance are permitted.

4. The Contractor reserves the right to perform more work than stated in the Agreement and to charge the associated costs to the Client, if these activities are in the Client's interest and/or necessary for the proper execution of the Performance. The Contractor will immediately inform the Client of this in writing.

5. The agreed or stated delivery term is always indicative and therefore never a strict deadline, unless the Parties have expressly agreed otherwise in writing.

6. If a delivery period has been agreed, this period starts on the day following the day on which all information and data necessary in the opinion of the Contractor in connection with the performance of the Agreement have been made available by the Client in the correct format and the other necessary formalities have been fulfilled and insofar as work must be done on an installation, network or system to be designated by the Client in connection with the performance of the Agreement, this has been/have been prepared for this purpose in the opinion of the Contractor and The Contractor has unimpeded access to it or has been made available to it.

7. Exceeding the agreed delivery period for whatever reason does not entitle the Client to compensation or reimbursement of any costs.

8. In the event that a deadline expressly agreed in writing between the Parties is exceeded, the Client must give the Contractor written notice of default. The Contractor must be offered a reasonable period of time to still implement the Agreement.

9. Amendment(s) to the Agreement, more or less work, extension or curtailment, may result in the Contractor exceeding the originally agreed delivery time.

10. The Client will always, solicited and unsolicited, provide the Contractor with all relevant and essential information in a timely and truthful manner that it needs for the design, implementation and completion of the Agreement. The relevant information also explicitly refers to information regarding fire class, escape routes and construction calculations.

11. If the necessary information for the execution of the Agreement has not been made available by the Client, has not been made available on time or has not been made available in accordance with the agreements made, or if the Client has failed to fulfil its (information) obligations in any other way, the Contractor is authorized to suspend the execution of the Agreement.

12. The Client must ensure that the Contractor has timely access to:

- a. all information, data and approvals required for the design of the work (such as permits, exemptions, decisions and data about the location of cables, pipes and pipelines);
- b. the site and/or space where the work is to be performed;
- c. sufficient opportunity for supply, storage and/or removal of building materials, materials and tools;
- d. connection options for electrical machines, lighting, heating, gas, compressed air and water and other energy required for the execution of the work;

13. The required electricity, gas and water are for the account of the Client.

14. If the Client itself has to take care of the delivery of certain materials and data and/or execution of certain parts of the Performance, the Client is liable for the costs arising therefrom if this is not done in time.

15. The Contractor is entitled to perform the Agreement in different phases and to invoice the part thus performed separately.

16. The Contractor has the right to suspend the performance of the Performance in respect of the next phase until the Client has fully fulfilled his/her payment or other obligations in accordance with the previous phase, or has provided security for this.

Article 8. Amendment or addition to the Agreement

1. The Performance only includes the work specified in the Agreement.

2. Any changes and/or additions in the implementation of the Agreement still required by the Client after the Agreement has been concluded, must be notified by the Client to the Contractor in a timely manner and in writing.

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3. If the Parties have reached agreement on a specific change, more or less work, extension or limitation of the Agreement, the Contractor will confirm the change to the Client in writing. This written confirmation will in any case show what the substantive, financial and time consequences of the change are.
4. All costs associated with changing the Agreement will be reimbursed by the Client to the Contractor, such as, but not limited to: purchased materials and/or services, auxiliaries engaged, cancellation costs.
5. If an amendment to the Agreement has been agreed in writing, the Client is also obliged to reimburse the Contractor for the agreed price for the items already supplied by the Contractor up to the time of amendment.
6. The Contractor has the right to deviate from previously agreed delivery times and lead times insofar as this is necessary in the opinion of the Contractor to be able to fulfil the obligations arising from the amended Agreement.
7. Additional work also applies if the Contractor has to re-organize the planned work as a result of the provision of incorrect or incomplete information by the Client. The Contractor is entitled to charge the costs for additional work to the Client on the basis of the rates applicable at the time of delivery or completion for the hours worked and materials used.

Article 9. Unforeseen costs

1. The Contractor will inform the Client as soon as possible in the event of unforeseen extra costs.
2. There are unforeseen costs if these costs arose after entering into the Agreement and could not reasonably have been foreseen by the Contractor.
3. The Contractor is authorized to charge the Client for these unforeseen extra costs and the Client is obliged to reimburse the Contractor for these unforeseen extra costs within reason.

Article 10. Termination

1. If the Client cancels the Agreement in whole or in part, this cancellation can only take place by means of a registered letter addressed to:
Pinna Acoustics B.V.
Attn: Mr J. van der Voet
Verlengde Luijtenstraat 14
2941 CH in Lekkerkerk, the Netherlands
or by e-mail with (digital) signature addressed to: info@pinna-acoustics.com
2. The Client is not permitted to terminate the Agreement without simultaneously offering full compensation for the damage to be suffered by the Contractor. The Contractor will send the Client a specified final statement for this.
3. The damage referred to in paragraph 2 of this article in any case includes the price of the materials and raw materials purchased for the benefit of the Agreement and (preparatory) work already performed and compensation for the loss of income caused by the termination.
4. If a Client cancels an Agreement in whole or in part, the Client also owes the cancellation costs that are charged to the Contractor by third parties engaged by the Contractor.
5. This article does not apply if the termination is the direct and immediate consequence of shortcomings attributable to the Contractor.

Article 11. Dissolution and/or suspension power

1. Without prejudice to the provisions of these General Terms and Conditions, in the event of default on the part of the Client, the Contractor can invoke all legal consequences associated with this under applicable law and all claims of the Contractor against the Client are immediately due and payable. The Client is deemed to be in default if:
 - a. The Client does not, not fully or not timely, fulfil the obligations under the Agreement, or the Contractor has good reason to fear that the Client will fail to meet those obligations;
 - b. The Client was requested to provide security when the Agreement was concluded for the fulfillment of his/her obligations under the Agreement and this security is not forthcoming or is insufficient;
 - c. there is (an application for) liquidation of the Client, the Client has been granted a moratorium, the Client has been declared bankrupt, the Natural Persons Debt Rescheduling Act has been declared applicable to the Client or the Client has been placed under guardianship loses all or part of his/her assets or income at his/her disposal, the Client sells his/her company or if attachment is levied at the expense of the Client.
2. In the cases referred to in paragraph 1 above, the Client will immediately notify the Contractor and, pending further instructions from the Contractor, take appropriate measures to protect the interests of the Contractor.
3. In the event of default on the part of the Client, the Contractor has the right to dissolve this Agreement (extrajudicially), whereby the Performance or part thereof can be retrieved from the Client and the term(s) and/or the remaining amount remaining after termination can be claimed as damage, without prejudice to the right of the Contractor to additionally or instead claim (additional) compensation and the obligation of the Client to reimburse the resulting costs to the Contractor.

4. The Contractor is furthermore authorized to dissolve the Agreement if circumstances arise of such a nature that fulfilment of the Agreement is impossible or if otherwise circumstances arise that are of such a nature that the Contractor cannot reasonably be expected to maintain the Agreement unaltered. are required.
5. If the Contractor proceeds to suspension or dissolution, it is in no way obliged to compensate damage or costs incurred in any way as a result.
6. If the Contractor proceeds to dissolve the Agreement, the Contractor's claims against the Client are immediately due and payable.
7. If the dissolution is attributable to the Client or if the Contractor has to suspend the execution of the Agreement as stated in these General Terms and Conditions, the Client is liable for the damage suffered by the Contractor as a result of this delayed delivery.
8. If the Contractor has reasonable doubts about the Client's payment capacity, the Contractor is authorized to suspend the performance of the Performance until the Client provides security for payment, without being obliged to pay any compensation and without waiving itself. to exercise its other rights under this Agreement or the law. The Client is liable for the damage suffered by the Contractor as a result of this delayed delivery.

Article 12. Force majeure

1. If the Contractor is unable to fulfil its obligations under the Agreement, or cannot fulfil them on time or properly, as a result of Force Majeure, those obligations will be suspended until the Contractor is still able to fulfil them in the agreed manner.
2. Force majeure is in any case understood to mean a circumstance, whether or not foreseeable or not, beyond the Contractor's control. The following applies in any case, but not exclusively, to: illness on the part of the Contractor, incomplete, late or non-fulfilment by suppliers of their obligations towards the Contractor, regardless of the reason or cause thereof, war or a similar circumstance, mobilization, riot, sabotage, terror, fire, lightning strike, im- or explosion or outflow of dangerous gases or substances, natural disasters, extreme weather conditions, epidemics, strike, occupation, boycott or blockade.
3. If fulfilment of the Agreement by the Contractor is permanently impossible as a result of force majeure, in the opinion of the Contractor, the Agreement may be dissolved with immediate effect. If, in the opinion of the Contractor, fulfilment is not permanently impossible, dissolution can only take place after a period of two months in which fulfilment is impossible has passed. The client cannot claim any compensation.
4. In the event of force majeure, the Contractor reserves the right to suspend its obligations. If the force majeure situation lasts longer than 60 days, the Contractor has the right to demand that the Agreement be amended in such a way that its implementation becomes possible. The resulting additional or less costs will be divided equally between the Parties.
5. If the force majeure situation lasts longer than 90 days, either Party will be entitled to dissolve the Agreement in whole or in part by means of a written statement to the other Party. Under no circumstances is the Contractor obliged to
6. If additional costs are associated with the fulfilment of the Agreement after or due to a situation of force majeure, the Contractor is entitled to charge these additional costs to the Client in reasonableness.
7. If the Contractor is prevented from fulfilling its obligations with regard to one or more of its Clients as a result of force majeure, but not the obligations with regard to all Clients, the Contractor is entitled to decide at its own discretion which of the obligations and against which Clients will be fulfilled, as will the order in which this will be done.
8. If the Contractor has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered or the part to be delivered separately and the Client is obliged to pay this invoice as if it were it's a separate agreement.

Article 13. Delivery or completion of buildings or constructions and/or assembly and related or related activities

1. In good time before the day on which the Performance is to be completed, the Contractor will invite the Client (preferably in writing) to proceed to inspect the Performance. The inspection must take place as soon as possible, but at the latest within 8 days after completion of the Performance. The inspection is performed by the Client in the presence of the Contractor and is intended to establish whether the Contractor has fulfilled its obligations under the Agreement.
2. The Performance is considered to be delivered if:
 - a. The Contractor has notified the Client (preferably in writing) that the Performance is ready to be delivered and the Client has approved the Performance (preferably in writing);
 - b. The Contractor has notified the Client (preferably in writing) that the Performance is ready to be delivered and the Client has not inspected the Performance within a period of 8 days;
 - c. The Client has (early) put the Performance into use, whether or not after delivery.

d. The Contractor has sent the final invoice to the Client and/or the final invoice has been paid by the Client.

3. If the Performance is rejected by the Client, the Client must notify the Contractor of this in writing and with reasons within 8 days of delivery. If necessary, the Client must give the Contractor the opportunity to remedy any defects found within a reasonable period of time.

4. If the Performance is delivered in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect the acceptance of an earlier phase and/or another part.

Article 14. Delivery of advice or consultancy and design activities and related or related activities

1. The Contractor will make the documents and/or designs drawn up by it available to the Client by sending the documents by registered letter, unless the Parties have expressly agreed otherwise in writing.

2. The proof of registered mail serves as proof of the offer of delivery. The provisions of paragraph 2 of Article 13 apply mutatis mutandis.

3. No later than 8 days after dispatch, the Client must notify the Contractor of any comments, questions, complaints or shortcomings in writing and with reasons clearly stated by registered letter. If necessary, the Client must give the Contractor the opportunity to respond and/or adjust, improve or add to the questions, comments, complaints and/or shortcomings.

4. If the Performance is delivered in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect the acceptance of an earlier phase and/or another part.

Article 15. Delivery or delivery of goods

1. The Contractor's obligation to deliver will be fulfilled, subject to proof to the contrary, as soon as the goods delivered by the Contractor have been offered to the Client. In the case of home delivery, the carrier's report, including the refusal of acceptance, serves as full proof of the offer of delivery.

2. The Client is obliged to take delivery of the goods the moment they are made available to him/her. If the Client refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the Contractor is entitled to store the goods at the expense and risk of the Client.

3. The risk of loss, damage or decrease in value transfers to the Client at the time when goods are delivered to the Client or third parties engaged by it in accordance with paragraph 1.

Article 16. Warranty, complaints and research

1. Contractor guarantees

that the goods delivered by it meet the requirements of usability, reliability and lifespan as reasonably intended by the Parties to the Agreement.

2. The Contractor's warranty period corresponds to the factory warranty period and if no factory warranty period applies, the warranty period is a maximum of 12 months after completion (delivery). This warranty period does not affect the rights or claims that the law grants to the Client in the case of a Consumer Purchase.

3. Without prejudice to the provisions of Articles 13 to 15, the Client is obliged to thoroughly inspect all the delivered goods for defects. Any visible defects must be reported in writing and specified to the Contractor within 8 days of delivery, failing which any claim against the Contractor lapses.

4. Any non-visible defects must be reported to the Contractor in writing and specified immediately – but in any case no later than within 8 days – after discovery, failing which any claim against the Contractor lapses.

5. The Client must give the Contractor the opportunity to investigate a complaint or have it investigated.

6. If the Client makes a timely complaint, this does not suspend its payment obligation. In that case, the client also remains obliged to purchase and pay for the other ordered goods.

7. In the event of a well-founded and timely complaint, the Contractor will, at its discretion, either replace or repair the delivered goods against the return of the originally delivered goods, or pay a replacement fee for this to the Client or credit a proportionate part of the invoice.

8. The client is liable for damage caused by building materials, materials or aids that have been made available or prescribed by or on behalf of him/her.

9. If the Client wishes certain materials or parts to be delivered, the Contractor will not be obliged to accept any further responsibility or a longer warranty period than the manufacturer or supplier of these parts or materials is prepared to accept towards the Contractor.

10. Any form of warranty will lapse if a defect has arisen as a result of or arising from injudicious or improper use thereof or use after the best-before date, incorrect storage or maintenance thereof by the Contractor and/or third parties when, without the written permission of the Contractor The Contractor or third parties have made or attempted to make changes to the item, other items were attached to it that did not need to be attached, or if they were processed or processed in a manner other than the prescribed one. The Client is also not entitled to a warranty if the defect is caused by or is the result of circumstances beyond the Contractor's control.

11. The Contractor expressly does not provide any guarantees other than those stated in this article, unless these have been agreed in writing in the Agreement concluded between the Parties. This paragraph does not affect the rights or claims that are granted to the Client by law in the event of a Consumer Purchase.

Article 17. Payment conditions

1. The Client must pay the invoice issued by the Contractor within 14 days of the invoice date in a manner to be indicated by the Contractor in euros, unless the Parties have expressly agreed otherwise in writing.
2. Deviating payment arrangements must be expressly agreed in writing between the Parties.
3. In the event of late payment within the set term, the Contractor reserves the right to charge administration costs amounting to €50.
4. If the Client fails to pay an invoice on time, he/she will be in default by operation of law and the Contractor will increase the principal due and payable by the statutory (commercial) interest for a part of a month for a whole calculated from the initial due date until the day of payment in full. In the case of a consumer purchase, the statutory interest applies instead of the statutory commercial interest.
5. From the moment that the Client is in default, the Client is also obliged to reimburse all (extra)judicial costs and enforcement costs to be incurred in connection with the collection of the invoiced outstanding amounts, including the costs for lawyers, bailiffs and collection agencies. . The extrajudicial costs are set at 15% of the principal sum, with a minimum of €250 excluding VAT, unless the law provides otherwise. In the case of a Consumer Purchase, the extrajudicial collection costs amount to 15% on outstanding amounts up to € 2,500; 10% on the following € 2,500 and 5% on the next € 5,000 with a minimum of €40. The Contractor also reserves the right to claim any further costs and/or damage arising from the late performance of the Client. The Contractor is then also authorized to regard the Agreement as dissolved without judicial intervention. In that case, the Client is liable for the damage suffered by the Contractor, including loss of profit and interest.
6. Any payment from the Client will – if applicable – first serve to settle the interest, collection costs and administration costs owed by the Client to the Contractor, and then to settle the outstanding claims in order of age.
7. Complaints regarding the amount of the invoice must be submitted in writing within 8 days of the invoice date. After this period, complaints will no longer be processed and the Client's right to complaints will lapse.
8. The client is never entitled to deduct any amount from the invoice amount by means of settlement, including discount, complaints and/or counterclaim.

Article 18. Retention of title

1. Only after the Client has paid all claims, including related costs such as delivery costs, collection costs and interest, and all obligations arising from the Agreement have been properly fulfilled, will the ownership of the goods pass to the Client.
2. Items subject to retention of title may not be resold and may not be used as a means of payment. The Client is also not authorized to pledge or in any other way encumber the items subject to retention of title.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform the Contractor of this immediately.
4. The Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection to the Contractor on first request. In the event of any payment of the insurance, the Contractor is entitled to these tokens.
5. If the Client fails to fulfil his/her obligations towards the Contractor, the Contractor is entitled to immediately take back the goods delivered subject to retention of title. The repossessed items will be credited for the market value at the time of repossession.

Article 19. Liability

1. The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client. This also applies to liability for damage, of whatever nature, that arises from the Client's failure to provide, incorrect or incomplete information regarding fire class(es), escape routes and/or construction calculations.
2. In the event of late, incorrect or faulty delivery or defects of or in the Performance and/or execution of the Agreement, the Contractor is in no way liable for the (direct, indirect, additional and/or consequential) damage caused by this. .
3. If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of the invoice amount, at least to that part of the amount to which the liability relates.
4. The Contractor's liability is in any case always limited to the amount paid out by its insurer, where appropriate.
5. The Contractor is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs to determine 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 to compensate the Contractor for the defective performance. to have the agreement met, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.

7. The Contractor is never liable for indirect damage, including consequential damage, additional damage, lost profit, lost savings and damage due to business interruption.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

9. The provisions of this article do not affect the statutory obligation to pay compensation that rests on the Contractor in the event the purchase was a Consumer Sale.

Article 20. Intellectual property

1. The Contractor reserves the rights and powers to which it is entitled under intellectual laws and regulations to works that it creates, uses or has used in the context of the execution of the Agreement and/or the making of the offer. Works should include, but are not limited to: advice, (model) contracts, applications, drawings, working methods, calculations, sketches or other written documents, advice and designs.

2. If the Assignment consists of the delivery or completion of buildings or constructions and/or assembly and related or related activities, the Client is in no way authorized to (re)use the works, as referred to in paragraph 1, for a similar building, construction and/or assembly or related or related activities.

3. The Contractor has the right to use the knowledge gained by the performance of an Agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

4. The Client is prohibited from using, multiplying, disclosing, making available to third parties or using it in any other way the works made available to it by the Contractor, as referred to in paragraph 1, for other purposes. unless the Contractor has given explicit permission for this in writing.

5. If a Client does not or does not fully comply with the obligation(s) as stated in this article, he/she will pay the Contractor an immediately due and payable fine of € 2,500 (in words: : two thousand five hundred) for each violation increased by € 1,000 (in words: one thousand) for each Day that this violation continues, without prejudice to the legal possibilities to recover the actual damage suffered from the Client.

Article 21. Indemnification

1. The Client indemnifies and fully indemnifies the Contractor and the third parties engaged by it with regard to all (possible) claims from third parties who suffer (personal) damage in connection with the execution of the Agreement or as a result of the Agreement. The compensation also includes the procedural and related costs to be incurred.

2. The Client is obliged to assist the Contractor and the third parties engaged by it, both in and out of court, if the Contractor is addressed on the basis of the first paragraph of this article and to immediately do everything that is required of her/him in that case can be expected. If the Client fails to take adequate measures, the Contractor is entitled to do so itself, without notice of default. All costs and damage on the part of the Contractor and third parties arising as a result will be entirely at the expense and risk of the Client.

Article 22. Expiration period

Contrary to the statutory limitation periods, the limitation period for all claims and defenses of the Client against the Contractor is one year, unless the law prescribes otherwise.

Article 23. Contract takeover

1. The Client is not entitled to transfer any obligation under the Agreement to third parties without the Contractor's written permission. Insofar as the Contractor has already given written permission for a contract takeover, the Client will at all times remain liable in addition to this third party for the obligations under the Agreement of which these General Terms and Conditions form part.

Article 24. Confidentiality

1. Parties undertake to maintain confidentiality with regard to all confidential information that they receive about the company from the other Party and the results obtained by processing it. This also applies to the information and/or documentation elaborated by the Contractor in the phase prior to the conclusion of the Agreement.

2. Information is in any case considered confidential if it has been designated as such by one of the Parties and whose confidential nature is known or should reasonably be understood.



3. The Client is in no way permitted to make public photos of the work process, working method or otherwise behind the scenes, photos, construction drawings or recordings, unless explicit written permission has been given by the Contractor.

4. If a Party does not or does not fully comply with the obligation(s) as stated in this article, it will pay the other Party an immediately due and payable fine of €750 (in words: : seven hundred and fifty) for each violation increased by €100 (in words: one hundred) for each Day that such violation continues, without prejudice to the law reasonable possibilities to recover the actual damage suffered from the offending Party.

Article 25. Applicable law and competent court

1. Only Dutch law applies to this Agreement as well as to the agreements arising from or related to it and other legal acts, including the General Terms and Conditions.

2. The applicability of the Vienna Sales Convention is expressly excluded.

3. All disputes, including those that are only regarded as such by one Party, which arise from or are related to (the implementation of) this Agreement and/or with the agreements arising from or related thereto, as well as other legal acts, which cannot be resolved amicably, will be submitted to the competent court in the place of the Contractor's registered office, insofar as not dictated otherwise by mandatory law, unless the Contractor opts as the claimant or requesting party for the competent court in the place of residence. - or place of business of the Client.

These conditions have been filed with the Chamber of Commerce in Woerden under number 63631873 dated 04 April 2019.