HEUVELMAN

INNOVATION PARTNER IN **SOUND** AND **VISION**

Terms and conditions

Inhoudsopgave

Heuvelman Sound & Vision B.V. - General Terms and Conditions of Sale, Rental, and Delivery for the Business Market:

Section I: General Provisions

Article 1: Definitions

In these general terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:

Offer: all offers, quotations, in any form, made by Heuvelman to the Counterparty;

Service: all activities (in any form and by any name, such as services (by assignment), contracting work, loan for use, secondment) performed by Heuvelman for or on behalf of the Counterparty, whether or not in conjunction with the delivery of Products;

Defect: any deviation of the Products, Services, or the Rented Item from the specifications, any malfunctioning of the Products or the Rented Item, or any incorrectly executed Service;

Rented Item: the Product rented out by Heuvelman to the Counterparty;

Heuvelman: the private limited liability company Heuvelman Sound & Vision B.V., established in IJsselstein, including its legal successors under general or special title, and any other companies affiliated with it within a corporate group;

Employee: a consultant, programmer, project manager, engineer, installer, or technician employed by Heuvelman;

Maintenance: preventive or corrective maintenance on one or more (specific) Products;

Agreement: any agreement entered into between Heuvelman and the Counterparty, including any amendments or additions, as well as all (legal) acts in preparation for and/or execution of that agreement, regarding the sale, rental, or provision of a Service (such as, but not limited to, installation, maintenance and repair, or secondment of employees);

Price: all compensation for a performance delivered by Heuvelman, regardless of its nature;

Product: audiovisual equipment including accessories, by the agreed specifications;

Terms and Conditions: these general terms and conditions of sale, delivery, and rental;

Counterparty: any natural or legal person acting in the course of a business who enters into an Agreement with Heuvelman.

Section II: Agreements

Article 2: Applicability

2.1 The provisions in Section I of these Terms and Conditions apply to all Offers made and Agreements entered into by Heuvelman. The provisions in Section II of these Terms and Conditions specifically apply to Offers made and Agreements entered into by Heuvelman regarding the sale and delivery of Products. The provisions in Section III of these Terms and Conditions specifically apply to Offers made and Agreements entered into by Heuvelman regarding the rental of Products. The provisions in Section IV of these Terms and Conditions specifically apply to Offers and Agreements concerning the performance of Services by Heuvelman. All this applies unless the parties have explicitly agreed otherwise in writing.

2.2 Any terms and conditions of the Counterparty shall not apply.

2.3 If any part of the Agreement conflicts with these Terms and Conditions, the provisions of the Agreement will take precedence.

2.4 The nullity or voidability of any clause in these Terms and Conditions does not affect the validity of the remaining provisions. Additionally, a provision shall be considered in effect between the parties if it, while legally allowed, most closely reflects the purpose of the nullified or voided clause.

Article 3: Offers, Quotations, and Agreements

3.1 All Offers are non-binding, unless a period for acceptance is stated in the Offer or the Offer is otherwise irrevocable by its nature.

3.2 Agreements, including any amendments or additions thereto, shall only come into effect at the moment Heuvelman has received the written acceptance of the Offer by the Counterparty, or once Heuvelman has commenced the execution of the Agreement.

3.4 If the acceptance by the Counterparty deviates from the Offer, the Agreement shall only be formed concerning the part where the Offer and the acceptance are in agreement, unless Heuvelman indicates otherwise.

3.5 If the Counterparty makes an offer to Heuvelman, the Agreement shall be established if Heuvelman accepts the offer either in writing or verbally, or proceeds with the execution of the Agreement.

3.6 Models, demos, images, rates, figures, dimensions, specifications, weights, or descriptions shown in the Offer are non-binding. The Counterparty cannot derive any rights from them.

Article 4: Prices

4.1 The Price stated in the Offer is in euros, excluding VAT and other government-imposed levies, duties, and taxes, unless Heuvelman has explicitly stated otherwise.

4.2 Heuvelman is entitled to charge the Counterparty for any price increases and additional costs resulting from additions, adjustments, or modifications to the Agreement made at the request of the Counterparty.

4.3 A composite price quotation does not oblige Heuvelman to perform part of the Agreement for a corresponding portion of the quoted price.

Price Indexation

4.4 Heuvelman is entitled to index the agreed rates annually. This indexation applies to all ongoing agreements, including but not limited to service agreements, framework agreements and cooperation agreements.
The indexation shall be based on a generally accepted price index, such as the Consumer Price Index (CPI) published by Statistics Netherlands (CBS), or a comparable or successor index.

4.5 Heuvelman shall inform the Counterparty in writing of the amount and effective date of the adjusted rates at least 30 days prior to the implementation of the price adjustment.

4.6 A price indexation as described in this article shall not be regarded as an amendment to the agreement and shall not entitle the Counterparty to terminate the agreement prematurely, unless expressly agreed otherwise.

4.7 Price indexation shall not apply to quotations that have already been accepted by the Counterparty, provided that the relevant quotation contains a fixed price arrangement and the agreed services are performed within the time period specified in that quotation. After expiry of this period, or in the event of an extension or expansion of the services, the indexed rates applicable at that time may still be applied.

Article 5: Engagement of Third Parties

5.1 If and insofar as proper execution of the Agreement requires it, Heuvelman is entitled to have work and/or deliveries carried out by third parties. This is at the sole discretion of Heuvelman.

Article 6: Obligations of the Counterparty

6.1 In executing the Agreement, the Counterparty is at least obligated to comply with the provisions set out in this article.

6.2 The Counterparty is required to inform Heuvelman of all facts, circumstances, and intentions relevant to advising and/or instructing the Counterparty.

6.3 The Counterparty is obligated to provide Heuvelman with the data, information, approvals, permits, decisions, etc., which Heuvelman indicates are necessary or which the Counterparty should reasonably understand to be required for the execution of the Agreement.

6.4 If the Counterparty provides data and/or other information to Heuvelman for the execution of the Agreement, the Counterparty is responsible for keeping a backup of this data to prevent damage due to data loss during execution of the Agreement. In case of any resulting damage, the Counterparty will be deemed to have breached this obligation, and Heuvelman will not be liable.

6.5 If the Counterparty provides Heuvelman with data carriers, electronic files, or software, it guarantees that these are free from viruses and defects.

Article 7: Execution of the Agreement

7.1 The stated (delivery) times are always to be considered approximate and shall never be deemed as strict deadlines, unless explicitly agreed otherwise in writing. In the event of a delay in (delivery), Heuvelman must be given notice of default in writing, and a reasonable period of at least four (4) weeks must be granted to fulfill its obligations.

7.2 The execution of the Agreement will only commence once the Counterparty has provided Heuvelman with all data, approvals, permits, etc., necessary for the performance of the Agreement.

Article 8: Force Majeure

8.1 For these Terms and Conditions, force majeure is defined as any circumstance beyond Heuvelman’s control that hinders the normal execution of the Agreement. This includes, but is not limited to, strikes, employee illness, import, export, and transport bans, government measures, failure or delay in delivery by suppliers, damage to necessary production and/or transport equipment, computer and power outages, viruses, traffic congestion, adverse weather conditions, theft, and fire.

8.2 If a force majeure situation as described above occurs, Heuvelman shall be entitled to postpone the delivery as long as the force majeure continues. If the temporary impossibility of performance continues for more than eight (8) weeks after the intended (delivery) date, either party shall have the right to terminate the Agreement in writing, without Heuvelman being liable for damages to the Counterparty. If performance by Heuvelman is permanently impossible due to force majeure, both parties are likewise entitled to terminate the Agreement without Heuvelman being liable for damages to the Counterparty.

8.3 In the event of termination based on this Article 8, Heuvelman is entitled to claim payment for the portion of the Agreement that has already been performed before the force majeure circumstance became known.

Article 9: Payment, Interest, Costs, and Penalties

9.1 Unless otherwise agreed in writing, payments of (advance) invoices must be made within the agreed period in the currency invoiced and in the manner indicated by Heuvelman. If the parties have not agreed on a specific method of payment, payment must be made within 14 days of the invoice date. The Counterparty is not entitled to suspend payment and/or offset amounts.

9.2 If the Counterparty believes that invoices are incorrect, it must notify Heuvelman in writing within eight (8) days of the invoice date. If this period is exceeded, the invoices shall be deemed accepted as correct. Unless the inaccuracy of the invoices is acknowledged in writing within the payment term, the Counterparty must pay the invoice amounts within the agreed payment term.
9.3 If the Counterparty fails to pay within the agreed period, it will be in default by operation of law. From that moment until full payment is made, the Counterparty owes interest of 1.5% per month or part thereof, unless the statutory commercial interest under Article 6:119a of the Dutch Civil Code is higher, in which case the higher rate applies.

9.4 All judicial costs incurred by Heuvelman to collect its claim against the Counterparty shall be borne by the Counterparty.

9.5 Where these Terms and Conditions—or otherwise in an Offer and/or Agreement—include a clause requiring the Counterparty to pay a penalty to Heuvelman, this penalty shall explicitly not replace the supplementary and/or substitute damages that the Counterparty owes to Heuvelman under the law (as referred to in Article 6:92 paragraph 2 of the Dutch Civil Code).

Article 10: Liability

10.1 Heuvelman shall not be liable for any damage resulting from a shortcoming by Heuvelman, unless the damage is the result of intent or gross negligence on the part of Heuvelman or its executive management.

10.2 Even if Heuvelman is not entitled to invoke the provision in paragraph 1 of this article, it shall only be liable for damage that is the direct and exclusive result of a circumstance attributable to it. Under no circumstances shall Heuvelman be liable for:

- indirect damage such as loss of profit, consequential damage, and/or business interruption;

- shortcomings of auxiliary persons engaged by it, even in cases of intent or gross negligence on the part of those auxiliary persons;
- deviations, damage, errors, and Defects resulting from incorrect assembly or use by the Counterparty or a third party;
- damage resulting from advice and instructions provided by Heuvelman.

10.3 If Heuvelman is not entitled to invoke the exclusions of liability mentioned in paragraphs 1 and 2 of this article, Heuvelman's liability shall in any case be limited to a maximum of the invoice amount of the specific Products supplied, Rented Goods provided, or Services performed by Heuvelman in respect of which Heuvelman is liable. Heuvelman shall never be liable for an amount exceeding the amount paid out under its liability insurance. Upon request, Heuvelman shall provide the Counterparty with proof of insurance.

10.4 The Counterparty shall fully indemnify Heuvelman against third-party claims as far as these claims are related to the Agreement concluded between Heuvelman and the Counterparty. This indemnification shall also include all judicial and extrajudicial costs incurred by Heuvelman.

Article 11: Cancellation

11.1 If the Counterparty wishes to cancel an Agreement, Heuvelman shall charge a contractual penalty as cancellation costs.

- Up to 10 days before the start of the execution of the Agreement, the penalty amounts to 30% of the Price.
- From 10 days to 24 hours before the execution of the Agreement, the penalty amounts to 50% of the Price.
- From 24 hours before the execution of the Agreement onward, the full Price will be charged.

11.2 Cancellation must be made by registered letter.

Article 12: Termination, Suspension and Dissolution

12.1 In the following cases, all claims of Heuvelman become immediately due and payable:

a. if the bankruptcy of the Counterparty is filed or a request for suspension of payment is submitted;
b. if the Counterparty is placed under guardianship or admitted to the statutory debt rescheduling scheme under the Dutch Debt Rescheduling (Natural Persons) Act;
c. if an attachment is levied against the Counterparty;
d. if the Counterparty dies;

e. if the Counterparty discontinues or transfers its business or a substantial part thereof, including contributing its business to a newly formed or existing company, or changes the objectives of its business; or
f. if the Counterparty is in default regarding the fulfillment of an Agreement concluded with Heuvelman;

Then Heuvelman is entitled to suspend the performance of its obligations (in whole or in part) until the Counterparty has provided security for the fulfillment of its obligations or to dissolve the Agreement, in which case the Counterparty is liable for all damages suffered and to be suffered by Heuvelman.

12.2 During the execution of the Agreement, Heuvelman is entitled to suspend performance of its obligations until the Counterparty, at Heuvelman's request and to its satisfaction, provides security for the fulfillment of all its obligations under the Agreement. The refusal by the Counterparty to provide the required security entitles Heuvelman — without prejudice to its right to full compensation for damages — to dissolve the Agreement.
12.3 After the Agreement has been concluded, Heuvelman is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if there are well-founded reasons to fear that the Counterparty will not fulfill its obligations under the Agreement, not on time, or not in full. In such cases, suspension or dissolution is only permitted as far as the shortcoming justifies it.

12.4 Furthermore, Heuvelman is entitled to terminate the Agreement with immediate effect in writing if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer reasonably be expected according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unchanged continuation of the Agreement cannot reasonably be expected.

Article 13: Retention of Title / Pledge / Right of Retention

13.1 All Products delivered by Heuvelman remain the property of Heuvelman until the Counterparty has paid the Price as well as any other claims of Heuvelman, as referred to in article 3:92 paragraph 2 of the Dutch Civil Code.

13.2 The Counterparty undertakes to insure and keep insured the Products delivered under retention of title against fire, explosion, and water damage, as well as against theft, and to provide the insurance policy for inspection by Heuvelman upon first request. The Counterparty is obliged to pledge all claims it has against the insurers with regard to the Products delivered under retention of title to Heuvelman upon the first request, in the manner prescribed in article 3:239 of the Dutch Civil Code.

13.3 The Counterparty is obliged to designate the Products delivered under retention of title as the property of Heuvelman.

13.4 The Counterparty is not authorized to sell, pledge, or otherwise encumber the Products that are subject to retention of title.

13.5 If third parties seize the Products delivered under retention of title or wish to establish or assert rights to them, the Counterparty is obliged to inform Heuvelman of this as soon as possible.

13.6 If Heuvelman wishes to exercise its ownership rights as indicated in this article, the Counterparty grants Heuvelman or its designated third parties unconditional and irrevocable permission to enter all places where Heuvelman's property is located and to take back those Products, under penalty of a fine of 20% of the new value of the Products per day.

13.7 Furthermore, the Counterparty is obliged, upon first request, to establish a pledge in favor of Heuvelman as referred to in article 3:239 of the Dutch Civil Code and in the manner prescribed in it, on the claims of the Counterparty against third parties arising from the sale of the Products delivered by Heuvelman or from the services provided by Heuvelman.

13.8 If the Counterparty fails to pay the Price or any other claim of Heuvelman, whether in whole or in part, Heuvelman may exercise the right of retention on all items of the Counterparty that relate to the execution of the Agreement and that Heuvelman physically holds in the context of the Agreement.

Article 14: Confidentiality

14.1 The Counterparty and its personnel are obliged to maintain strict confidentiality regarding all information about the Products, the Rented Items and/or Services, and Heuvelman's business in the broadest sense of the word, which they may acquire in connection with the Agreement or its execution. This includes the nature, reason, and result of the work carried out by Heuvelman. The Counterparty is responsible for ensuring that its personnel comply with this confidentiality obligation.

14.2 If the Counterparty fails to comply fully or partially with the obligation referred to in paragraph 1 of this article, the Counterparty will owe Heuvelman an immediately payable fine of EUR 25,000.00 for each occurrence, without prejudice to Heuvelman's right to claim full compensation for damages.

Article 15: Intellectual Property and Copyright

15.1 Heuvelman reserves the rights and powers that Heuvelman holds under intellectual property law and the Copyright Act.

15.2 All Products sold and/or rented by Heuvelman, as well as provided designs, sketches, drawings, files, software, audiovisual recordings, components, and brochures, are exclusively intended for use by the Counterparty and may not be reproduced, resold, modified, altered, copied, reproduced, made public, or disclosed to third parties without Heuvelman's prior consent, unless this follows from the nature of the sold Products or provided materials.

Article 16: Translations

16.1 Only the version of these Terms and Conditions in the English language is authentic. If a translation deviates in any way, the English text shall prevail.

Article 17: Applicable Law and Disputes

17.1 Dutch law shall apply to the legal relationship between Heuvelman and the Counterparty. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

17.2 The Dutch courts have exclusive jurisdiction. The District Court of Central Netherlands has exclusive authority to hear disputes between the parties.

Article 18: Product Properties and Warranty

18.1 The products sold and delivered by Heuvelman meet the specifications and technical requirements set by the manufacturer of the product and are free from defects.

18.2 In case a product shows a defect, Heuvelman shall not be obliged to do more than what is stipulated in the warranty provided by the manufacturer for the product.

18.3 As long as the Counterparty does not fulfill its obligations under the Agreement, it may not invoke this warranty provision.

Article 19: Delivery, Transfer of Risk, and Packaging

19.1 Delivery of Products takes place from the warehouse, unless otherwise agreed between the parties.

19.2 If Heuvelman delivers the Products, this will always be to the delivery address last known to Heuvelman, provided by the Counterparty.

19.3 If Heuvelman arranges for delivery/shipment of the Products, this will be entirely at the expense and risk of the Counterparty. The Counterparty must

ensure adequate insurance, unless otherwise agreed between the parties. Heuvelman will charge the Counterparty separately for any associated costs, such as transport, insurance, packaging, and cash on delivery costs.

19.4 The Counterparty must accept the Products immediately after they are ready or after the delivery deadline.

19.5 If the Products are not accepted after being ready or after the delivery deadline has passed, Heuvelman will store the Products (if storage space allows) at the expense and risk of the Counterparty. If the Products are not accepted on time, the Counterparty will incur an immediately payable penalty of 10% of the Price, and Heuvelman has the right to dissolve the Agreement three (3) days after the delivery deadline, without prejudice to Heuvelman's right to claim damages and without prejudice to Heuvelman's right to sell or lease the Products to third parties. The damage suffered by Heuvelman from resale or leasing, such as loss of revenue, will be at least the total Price.

19.6 If the Counterparty refuses to accept the Products, Heuvelman's claims, including transport and storage costs, will be immediately due and payable.

19.7 In the case of export to another country, payment must be received by Heuvelman before delivery.

19.8 The Counterparty guarantees that if an import certificate or permit is required for the export of the Products to the destination country, such certificate or permit has been or will be obtained before shipment. If this is not the case, the Counterparty will be liable for the resulting damage.

19.9 The risk of loss or damage to the Products passes to the Counterparty when the Products are legally and/or physically delivered to the Counterparty or a third party designated by the Counterparty, or when the Products are ready for delivery, after the Counterparty has been notified in writing.

Article 20: Obligation to Complain

20.1 The Counterparty is obliged to inspect all delivered Products immediately upon delivery for visible defects. Visible defects must be reported in writing directly, or at least within twenty-four (24) hours after receipt or delivery.

20.2 Hidden defects must be reported in writing to Heuvelman within fourteen (14) days after the Counterparty has discovered or reasonably should have discovered the defect.

20.3 Complaints must include as detailed a description of the defect as possible, so that Heuvelman can respond adequately.

20.4 After the expiration of the periods mentioned in Articles 20.1 and 20.2, the Counterparty can no longer claim that the delivered Product does not comply with the Agreement.

20.5 The following situations can never be grounds for a complaint: deviations in color, specification, volume, weight, and size of less than 10%; typographical, printing, or writing errors in the Offer, on the website, or in the Price List.

20.6 A complaint does not affect the (other) obligations of the Counterparty under the Agreement, such as, but not limited to, the obligation to accept and pay for the Product.
20.7 Any damage to the packaging or Product must be noted on the delivery note/consignment note at the time of delivery and reported in writing to Heuvelman within 24 hours.

20.8 If a complaint is found to be valid by Heuvelman, Heuvelman will, at its discretion, either replace the Product or reimburse the invoice value of the defective Product.

Article 21: Liability

21.1 Heuvelman's liability towards the Counterparty for the delivery of Products is limited to what is stated in Article 10 of these Terms and Conditions. In addition to what is stated in that article, concerning the delivery of Products, Heuvelman is never liable for:

- damage caused by rejected raw materials or materials due to changes in environmental legislation after the Agreement has been concluded;
- damage caused by unlawful, improper, or unprofessional use or failure to follow the instructions for the delivered Products by the Counterparty or a third party.

21.2 The Counterparty indemnifies Heuvelman in any case for Products that have been manufactured based on specifications from the Counterparty.

21.3 If a third party holds the Counterparty liable in connection with a Product from Heuvelman, the Counterparty must immediately, but no later than within three (3) working days, notify Heuvelman, under penalty of forfeiture of the right to claim.

Article 22: Cancellation

22.1 Contrary to what is stated in Article 11 of the general terms of these Conditions, cancellation by the Counterparty of an Agreement concluded with Heuvelman regarding Products that have been specifically ordered and/or

manufactured based on the specifications of the Counterparty, whether or not processed or fabricated, cannot be cancelled. The Counterparty is required to accept these Products and pay the sale price to Heuvelman.

22.2 If a Product is (temporarily) unavailable, the Counterparty will be notified by Heuvelman no later than one month after the conclusion of the Agreement. In such cases, the Counterparty may cancel the purchase of the Product free of charge. If the Counterparty has already paid for the Product, a refund or offsetting will be arranged.

Section III: Rental of Products

Article 23: Commencement of Rent

23.1 The Agreement is entered into for a period determined by both parties.

23.2 Heuvelman makes the Rented Product available to the Counterparty at the start of the rental period.

23.3 The Counterparty is required to pick up the Rented Product at the agreed delivery location, unless additional services related to the rental have been agreed upon.

23.4 If, for any reason, the Counterparty does not take possession of the Rented Product at the agreed time, the Counterparty is still required to pay the Price for the entire rental period, and the Rented Product will remain available at the Counterparty's expense and risk. If the Counterparty does not promptly take possession after reminders, Heuvelman is entitled to freely dispose of the Rented Product, and the agreed Price remains payable.

23.5 If the Rented Product is returned to Heuvelman before the end of the agreed rental period, the Price for the entire rental period remains payable.

Article 24: Use

24.1 The Counterparty is required to use the Rented Product by the use agreed upon by both parties and in compliance with applicable regulations, without infringing on the rights of third parties.

24.2 During the rental period, the Counterparty must use, maintain, and secure the Rented Product against theft and damage as a good tenant.

24.3 Any necessary repairs during the rental period will be carried out by or on behalf of Heuvelman. The Counterparty may only carry out repairs with prior written consent from Heuvelman, and only original parts may be used.

24.4 During the rental period, Heuvelman is at all times entitled to inspect the condition and usage of the Rented Product. The Counterparty must grant immediate access to the location where the Rented Product is kept upon request.

24.5 Without the express written consent of Heuvelman, the Counterparty is not authorized to grant the use of the Rented Product to any third party, sell or sublet the Rented Product, nor transfer any rights under the Agreement, either in whole or in part, to third parties.

Article 25: Risk

25.1 During the entire rental period, the full risk of the Rented Product is the responsibility of the Counterparty, regardless of which event, action, or omission caused any damage, including in the case of force majeure. The Counterparty is obligated to compensate for all damage to the Rented Product based on the new value.

Article 26: Cancellation

26.1 In addition to what is stated in Article 11 of the general terms and conditions, the following cancellation arrangement applies specifically to the rental agreement.

26.2 Cancellation of the Agreement must be done by registered letter. If the cancellation occurs up to ten (10) days before the start of the rental period, the Counterparty owes Heuvelman 30% of the rental price. If the cancellation occurs between 10 days and 24 hours before the start of the rental period, the Counterparty owes Heuvelman 50% of the rental price. If the cancellation occurs within 24 hours of the start of the rental period, the Counterparty owes Heuvelman the full rental price, unless otherwise agreed in writing.

Article 27: Obligation to Complain

27.1 The Counterparty is obligated to inspect the Rented Product immediately after it is made available by Heuvelman. If the Counterparty does not make use of this, the Rented Product is considered to have been delivered in good condition, complete, and as agreed. Visible defects must be reported to Heuvelman in writing immediately, but in any case, within two (2) hours after delivery.

27.2 Hidden defects in the Rented Product must be reported to Heuvelman in writing within six (6) hours after the Counterparty discovers or reasonably should have discovered the defect.

27.3 Complaints must contain a description of the defect as detailed as possible so that Heuvelman can respond appropriately.

27.4 After the expiration of the deadlines mentioned in Articles 27.1 and 27.2, the Counterparty can no longer claim that the Rented Product does not comply with the Agreement.

27.5 The following situations will never give rise to any complaint:

- Deviations in color, specification, sound volume, weight, and size of less than 10%;
- Typographical, printing, or writing errors in the offer, on the website, or in the price list.

27.6 A complaint does not affect the (other) obligations of the Counterparty under the Agreement, such as the obligation to accept and pay for the Rented Product.

27.7 If a complaint is found to be justified by Heuvelman, Heuvelman will, at its discretion, either replace the Rented Product or compensate the price of the Rented Product.

Article 28: End of Rental

28.1 After the rental period has ended, the Counterparty is obliged to return the Rented Item, along with all related documents and accessories, in its original and cleaned condition, unless Service provision was also agreed upon.

28.2 If the Counterparty fails to comply with the obligation in paragraph 1 of this article, the Counterparty shall be liable for all resulting damages on the part of Heuvelman.

Section IV: Provision of Services
A) General Provisions

Article 29: Execution, Start, Delay

29.1 Heuvelman will execute the Agreement to the best of its knowledge and ability and by the requirements of good craftsmanship. Services performed by Heuvelman are explicitly directed solely to the Client and not to any third parties involved with the Client.

29.2 The Service will be performed as described in the Offer and/or Agreement. It may include instructions for operating the Product, if necessary. Heuvelman determines the scope and duration of the instruction and is not liable in this regard. Any perceived defect in the instruction will not lead to liability for Heuvelman.

29.3 The execution of the Service is based on the data, calculations, and documents provided by or on behalf of the Client. The Client is always responsible for the accuracy and completeness of the data, calculations, and documents it provides. Heuvelman is not liable for errors in the advice provided based on this information.

29.4 If the Client carries out the delivery of certain materials and/or the execution of certain parts of the Service itself, the Client is responsible for the timely delivery or execution of these.

29.5 If the Client fails to provide the data, information, and approvals required for the execution of the Agreement by article 29.3, or fails to comply with the provisions of the previous paragraph promptly, Heuvelman has the right to suspend the execution of the Agreement and charge the Client for the additional costs resulting from the delay.

29.6 The start date of the Service execution will be considered the date set in the Agreement. If no start date is agreed upon, the start date will be the day on which Heuvelman begins its work.

29.7 If it has been agreed that the Agreement will be executed in phases, Heuvelman may suspend the execution of those parts that belong to the next phase until the Client has approved in writing the results of the previous phase.

29.8 Notwithstanding the provisions elsewhere in these Terms regarding execution time, the execution time will be extended by the duration of any delay on Heuvelman’s side due to the Client’s failure to meet any obligation arising from the Agreement, the required cooperation by the Client for the execution of the Agreement, force majeure, or changes to the Agreement.

29.9 In the case of delay/exceeding the execution time, Heuvelman is never liable for damages to the Client.

29.10 If the start or progress of the Service execution is delayed due to factors for which the Client is responsible, the Client must compensate Heuvelman for any resulting damages and costs.

29.11 Unless there is gross negligence and/or intent by the management of Heuvelman, exceeding the execution time does not entitle the Client to full or partial termination of the Agreement. Exceeding the execution time, for whatever reason, does not grant the Client the right to perform or have performed work in execution of the Agreement.

Article 30: Obligations of the Client

30.1 In addition to what is stated in Article 6 of the general provisions of these Terms, the Client is obliged to ensure that the location where the Service is to be executed is brought and maintained in such a state that the Service can be carried out, as assessed by Heuvelman. In this regard, the Client ensures—at its own expense and risk—that Heuvelman can, in any case, timely have access to:

- clean and freely accessible spaces where the Service must be performed;
- sufficient opportunity for the delivery, storage, and/or removal of materials and tools;
- connections for equipment;
- drawings showing the layout of cables, pipes, and lines.

30.2 The Client is responsible for:

- Removing obstacles that affect the execution of the Service;
- Ensuring adequate safety measures during the execution of the Service.

30.3 If, and to the extent that, the Service includes tasks that cannot be executed due to circumstances not attributable to Heuvelman, the Client is still obligated to pay the full agreed Price to Heuvelman.

Article 31: Modification of the Agreement, Additional and Reduced Work

31.1 If, after the conclusion of the Agreement, it becomes apparent that modifications or additions are necessary for the proper execution of the Agreement, Heuvelman is entitled to unilaterally amend the Agreement. Heuvelman will, to the extent possible, inform the Client in advance of such changes.

31.2 If Heuvelman amends the Agreement by the previous paragraph, Heuvelman is entitled to proceed with the amended Agreement only after receiving approval from the authorized representative of the Client, and the Client has agreed to the price provided for the modification. The non-performance or delay in implementing the modified Agreement does not constitute a default by Heuvelman and is not grounds for the Client to terminate, cancel, or rescind the Agreement.

31.3 In addition to the provisions in paragraph 1 of this Article, and at its discretion, Heuvelman is also entitled to terminate the Agreement if it turns out that modifications or additions are necessary for the proper execution of the Agreement. In such a case, the Client is obligated to compensate for the work carried out by Heuvelman up to that point.

31.4 If Heuvelman must create new drawings, plans, calculations, etc., in connection with a modification to the Agreement, Heuvelman will charge the Client for the associated costs.

Article 32: Completion, Obligation to Notify of Defects

32.1 The Client is obliged to inspect the performed Service immediately upon completion. Within five (5) days after inspection, the Client must inform Heuvelman in writing whether the performed Service has any Defects or is approved. If the Client withholds approval, the Defects that are the reason for withholding approval must be specified. If the Service is approved, the day of approval will be considered the day on which the relevant communication was sent to Heuvelman.

32.2 If no written notification is provided within five (5) days after the inspection as described in paragraph 1 of this Article, the Service will be deemed approved. The Service will also be deemed approved if and to the extent it is put into use.

32.3 Minor Defects that can be corrected within one (1) month after the inspection of the Service will not be grounds for withholding approval, provided that they do not hinder any subsequent use. Heuvelman will correct the Defects mentioned in this paragraph as soon as possible.

B) Additional Provisions Regarding Specific Services

Article 33: Installation

33.1 The installation work is always quoted and included in the Agreement based on a preliminary calculation, unless Heuvelman explicitly states otherwise in writing.

33.2 Installation work includes all activities that must be carried out by Heuvelman's Employees to ensure that the Products are installed properly and correctly by the Agreement. This includes, among other things, assembly, testing, calibration, drawing work, and project management.

33.3 If it turns out that additional provisions are necessary after the Agreement has been concluded to achieve proper installation, the Client must cooperate in implementing these additional provisions. The installation of these provisions by Heuvelman qualifies as additional work for the Client, which the Client accepts in advance as such.

Article 34: Maintenance

34.1 The parties may conclude a Service Level Agreement (SLA) for maintenance purposes. If the parties do not do this, the Client is required to pay all maintenance-related costs to Heuvelman.

34.2 An SLA is entered into for at least one (1) year. The Price for this will be charged in advance.

34.3 Maintenance explicitly excludes the repair or revision of the Product if it is a result of:

- improper or incorrect use of the Product;
- power failure, fire, theft, water damage, strikes, or other external causes;
- failure to carefully execute the documentation provided to the Client, daily maintenance (if it is to be performed by the Client), or the Client's failure to promptly report malfunctioning of the Product;
- a change in the location where the Product was originally placed, unless this relocation was carried out by Heuvelman or at Heuvelman's direction.

34.4 Repairs related to maintenance will only be carried out on a time-and-materials basis.

34.5 If, after the repair order has been issued, the actual costs are likely to exceed the estimated costs excessively or if the expected costs are not reasonably proportional to the value of the Product, Heuvelman will consult with the Client before continuing the repair. If the Client does not decide or is unavailable within two (2) days after consultation, Heuvelman will not proceed with the repair. If work is halted, Heuvelman is not obliged to compensate the Client for any damage. Any work already performed by Heuvelman will be fully charged to the Client if the execution is halted, unless otherwise agreed between the parties.

34.6 Repaired Products will be made available to the Client at Heuvelman's warehouse, where the Client must inspect the repaired Product upon collection. No further warranty provisions apply to repairs, except for the usual warranty on newly added parts, provided they are not electronic components.

34.7 Unless otherwise agreed, the Client may not terminate the SLA early if it is for a fixed period.

34.8 The Client may only terminate the SLA at the end of its term by giving written notice, observing a notice period of two (2) months. If the SLA is not terminated for a fixed period, it will be automatically renewed for the same period.

34.9 Heuvelman is entitled to terminate the SLA early, subject to a notice period of one (1) month. Heuvelman will, in consultation with the Client, ensure the transfer of any remaining work to third parties, unless there are facts and circumstances underlying the termination that are attributable to the Client.

34.10 An SLA concluded for an indefinite period may be terminated by either party at any time, with written notice and a notice period of two (2) months.

Article 35: Secondment of an Employee

35.1 The Price for hiring an Employee is charged to the Client on a post-calculation basis at a fixed hourly rate.

35.2 It is only possible to hire an Employee for one or more periods of four consecutive hours. Even if the Employee works less than four hours during four hours, Heuvelman is entitled to charge the Client for four hours.

35.3 The Employee will perform the Client's assignments to the best of their knowledge and ability, by the standards of good craftsmanship, and at the Client's own risk and responsibility.

35.4 The Employee will follow the Client's instructions and orders, provided they are reasonably given, communicated on time, and are necessary for the performance of the assignment.

35.5 If there is a difference of opinion between the Client and the Employee regarding the execution of the assignment, or if the Employee reports sick, the Client must immediately notify Heuvelman. If necessary, Heuvelman will ensure a replacement.

35.6 The Client may never make the Employee available to third parties. This prohibition also applies to any third party with which the Client is part of a group, or if the third party is a parent or subsidiary company of the Client.

35.7 By Article 7:658 of the Dutch Civil Code, the Client is obligated to ensure the safety of the Employee and prevent the Employee from suffering any damage. In the event of a work-related accident or occupational disease, the Client must involve all relevant authorities by the applicable regulations. Unless caused by intentional misconduct or gross recklessness by the Employee, the Client is responsible for compensating all damage suffered by the Employee while performing their work, including judicial and extrajudicial costs. If the Employee dies, compensation for the damage, including loss of maintenance and funeral costs, will be paid to the beneficiaries as described in Article 6:108 of the Dutch Civil Code.

35.8 If the Employee suffers damage because a property belonging to the Employee is damaged or destroyed during the execution of the assignment, the Client is obligated to fully indemnify the Employee, including judicial and extrajudicial costs incurred by the Employee.

35.9 Heuvelman’s liability for any damage caused by the Employee to the Client or third parties is explicitly excluded. If Heuvelman is held liable for any damage caused by the Employee, the Client will indemnify Heuvelman from such liability.

35.10 The Client is required to have sufficient insurance coverage for liability and any indemnities from Heuvelman under this article. The Client must provide the insurance policy to Heuvelman upon first request.

35.11 Heuvelman is never liable for obligations entered into or incurred by the Employee with the Client or third parties. The Client indemnifies Heuvelman for all claims in this regard, including Heuvelman’s liability as the employer of the Employee.

35.12 The Client is not authorized, without written consent from Heuvelman, to enter into an employment relationship with an Employee during or within one year after the end of the secondment.

35.13 If the Client enters into an (either direct or indirect) employment relationship with an Employee without Heuvelman’s consent, the Client owes Heuvelman a fee of at least six times the Employee’s gross monthly salary based on a 40-hour workweek. Additionally, the Client is obligated to fully comply with the obligations arising from the agreement between the parties.

These Terms and Conditions were filed with the Chamber of Commerce on July 22, 2015.