

article 1 General

1. These terms and conditions are applicable to each and every proposal, offer, and agreement between Just Henk, hereinafter referred to as: the 'User', and a Client to which the User declares these terms and conditions applicable, to the extent that the parties do not expressly deviate from these terms and conditions in writing.
2. The present terms and conditions are also applicable to agreements with the User for the implementation of which the User relies on third parties.
3. These general terms and conditions were also drawn up for the employees of the User and for its board of directors.
4. The applicability of possible purchase or other terms and conditions of the Client is expressly rejected.
5. If one or more provisions of these general terms and conditions should at any time be null and void or cancelled, either in full or in part, then the remaining provisions set forth in these general terms and conditions shall remain in full force and effect. The User and the Client shall in that case enter into discussions in order to agree on new provisions in replacement of the null and void or cancelled provisions in the course of which the objective and the scope of the original provisions is observed as much as possible.
6. In case of an obscurity about the interpretation of one or more provisions of these general terms and conditions then the interpretation must take place 'in the spirit' of these provisions.
7. If a situation occurs between the parties that has not been regulated in these general terms and conditions then this situation must be assessed in the spirit of these general terms and conditions.
8. If the User does not always desire strict compliance with these terms and conditions then this shall not imply that the provisions thereof are not applicable or that the User would in any way whatsoever forfeit the right to desire strict compliance with the provisions of these terms and conditions in other instances.

article 2 Offers and proposals

1. All offers and proposals of the User are subject to contract, unless the offer includes a time limit for acceptance. If a time limit for acceptance has not been included then a right can by no means be derived from the offer or proposal if the service / product to which the offer or the proposal is related is, meanwhile, no longer available.
2. The User cannot be bound by its offers or proposals if the Client can within reason understand that the offers or proposals, or a part thereof, contain an apparent mistake or clerical error.
3. The prices specified in an offer or proposal are excluding VAT and other official duties, costs that may be incurred within the framework of the agreement, including travel, subsistence, and administration costs, unless indicated otherwise.
4. If the acceptance differs (whether or not on subordinate points) from the content of the offer or the proposal then the User shall not be bound by the same. The agreement shall in that case not be concluded in accordance with said different acceptance, unless the User indicates otherwise.
5. A complex quotation shall not bind the User to perform a part of the contract at a corresponding part of the specified price. Offers or proposals are not automatically applicable to future orders.

article 3 Contract term; completion terms, transfer of risk, implementation and change of agreement; price increase

1. The agreement between the User and the Client is concluded for an open term, unless the nature of the agreement indicates otherwise or if the parties expressly stipulate otherwise in writing.
2. If a time limit has been stipulated or indicated for the implementation of certain activities or for the delivery of certain goods then this is never a fatal deadline. In case of an overstepping of a time limit then the Client must therefore first give the User written notice of default.

In this respect the User must be offered a reasonable time limit to yet implement the agreement.

3. The User shall implement the agreement to the best of its knowledge and ability and in accordance with high standards. All on the basis of the state of the art applicable at that time.
4. The User is entitled to have certain activities implemented by third parties. The applicability of articles 404, 407 paragraph 2 and 409 of Book 7 of the Dutch Civil Code is expressly excluded.
5. If the User or third parties relied on by the User perform activities within the framework of the agreement at the location of the Client or at a location designated by the Client then the Client shall provide for the facilities within reason desired by said employees free of charge.
6. Delivery takes place ex works of the User. The Client is held to take receipt of the goods at the moment that the same are made available to the Client. If the Client rejects delivery or fails to provide information or instructions that are required for the delivery then the User shall be authorised to store the goods at the expense and risk of the Client. The risk of loss, damage, or decline in value transfers to the Client at the moment that the goods are available to the Client.
7. The User is entitled to implement the agreement in different phases and to invoice the thus implemented phases separately.
8. If the agreement is implemented in phases then the User can suspend the implementation of those parts that pertain to a following phase until the Client approved the results of the immediately preceding phase in writing.
9. The Client sees to it that all data of which the User indicates that they are required or of which the Client should within reason understand that they are required for the implementation of the agreement are supplied to the User in a timely fashion. If the data required for the implementation of the agreement are not supplied to the User in a timely fashion then the User is entitled to suspend the implementation of the agreement and/or to charge the additional costs deriving from the delay to the Client in accordance with the then applicable rates. The completion term does not commence other than after the Client has made the data available to the User. The User shall not be liable for damages, of any nature whatsoever, on account of the fact that the User departed from incorrect and/or incomplete data supplied by the Client.
10. If it becomes apparent during the implementation of the agreement that a proper implementation thereof necessitates that it is changed or supplemented then the parties shall enter into discussions in a timely fashion and proceed with adjustment of the agreement in joint consultation. If the nature, scope, or content of the agreement, whether or not at the request or on the instructions of the Client, the competent bodies, etc. is changed and the agreement is consequently changed from a qualitative and/or quantitative perspective then this may affect the originally stipulated arrangements. The originally stipulated amount can therefore also be increased or reduced. The User shall provide a quotation in advance as much as possible. Moreover, due to a change of the agreement the originally specified implementation time can also change. The Client accepts the possibility of change of the agreement, including the change in price and implementation time.
11. If the agreement is changed, including a supplement, then the User is entitled to only implement the same after the correspondingly competent person within the User and the Client have agreed with the price and the other terms and conditions specified for the implementation, including the then to be determined time when the same shall be implemented. Failing implementation of the changed agreement, or not immediately, shall not result in a breach of contract of the User and there shall not be any ground for the Client to terminate or cancel the agreement.
12. Without thus being in default the User can reject a request for change of the agreement if this could, from a qualitative and/or

quantitative perspective, affect the activities to be performed or the goods to be delivered in connection therewith.

13. Should the Client be in default in terms of the proper implementation of that to which the same is held vis-à-vis the User then the Client shall be liable for any and all damages on the part of the User consequently incurred either directly or indirectly.
14. If the User agrees on a fixed fee or a fixed price with the Client then the User is nonetheless at all times authorised to increase this fee or price without the Client in that case being entitled to dissolve the agreement on that account if the increase of the price originates from an authority or obligation pursuant to legislation or regulations or finds its cause in an increase of the price of raw materials, wages, et cetera or on other grounds that were within reason not foreseeable upon the conclusion of the agreement.
15. If the price increase other than as a result of a change of the agreement amounts to more than 10% and takes place within three months after the conclusion of the agreement then only the Client shall, in pursuance of Title 5 Section 3 of Book 6 of the Dutch Civil Code, be entitled to dissolve the agreement by means of a written notice, unless the User
 - is yet willing to implement the agreement on the basis of the originally stipulated arrangements;
 - if the price increase originated from an authority or an obligation by law vested in the User;
 - if it was stipulated that the delivery shall take place more than three months after the conclusion of the agreement;
 - or, in case of delivery of a good, if it was stipulated that the delivery shall take place more than three months after the purchase.

article 4 Suspension, dissolution, and interim termination of the agreement

1. The User is authorised to suspend compliance with the obligations or to dissolve the agreement if the Client does not comply with the obligations pursuant to the agreement or late or incompletely, if circumstances that come to the knowledge of the User after the conclusion of the agreement give good reason to fear that the Client shall not comply with the obligations, if upon the conclusion of the agreement the Client was requested to provide security for compliance with its obligations on account of the agreement and this security fails to materialise or is insufficient, or if due to the delay on the part of the Client it can no longer be requested of the User that the agreement is complied with on the basis of the originally stipulated terms and conditions.
2. In addition the User is authorised to dissolve the agreement if circumstances occur that are of such nature that compliance with the agreement is impossible or if circumstances otherwise occur that are of such nature that unchanged maintenance of the agreement can within reason not be requested of the User.
3. If the agreement is dissolved then the claims of the User vis-à-vis the Client immediately fall due. If the User suspends compliance with the obligations then the User reserves its claims by law and pursuant to the agreement.
4. If the User proceeds with suspension or dissolution then the User shall by no means be held to pay any compensation for damages and costs consequently incurred.
5. If the dissolution can be attributed to the Client then the User shall be entitled to compensation for damages, including the costs, consequently incurred, either directly or indirectly.
6. If the Client does not comply with the obligations on account of the agreement and if said non-compliance justifies dissolution then the User shall be authorised to forthwith dissolve the agreement with immediate effect without being liable to pay compensation, whilst the Client is, however, liable to pay compensation and provide indemnification on account of breach of contract.

7. If the agreement is terminated by the User before the end of the term then the User shall, in consultation with the Client, provide for transfer to third parties of activities still to be implemented. The latter unless the termination can be attributed to the Client. If the transfer of the activities brings about additional costs on the part of the User then these can be charged to the Client. The Client is held to pay these costs within the specified time limit, unless the User indicates otherwise.
8. In case of liquidation, (request for) suspension of payment, or insolvency, attachment – if and to the extent that the attachment is not lifted within three months – at the expense of the Client, debt restructuring, or a different circumstance as a result of which the Client is no longer able to freely dispose of its assets the User shall be free to forthwith terminate the agreement with immediate effect or to cancel the order or the agreement, without being liable to pay any compensation or provide any indemnification. The claims of the User vis-à-vis the Client shall in that case immediately fall due.
9. If the Client cancels a placed order either in full or in part then the activities that were implemented and the relevant goods that were ordered or prepared, plus the possible supply, discharge, and delivery costs of the same and the working time booked for the implementation of the agreement, are charged to the Client in full.

article 5 Fore majeure

1. The User is not held to comply with any obligation vis-à-vis the Client if the User is prevented from doing so as a result of a circumstance that cannot be attributed to negligence, and is neither at the expense of the same by law, a legal act or generally accepted practice.
2. For the purpose of these general terms and conditions force majeure is, in addition to what is understood as such in case law, understood as all external causes, foreseen or unforeseen, that are beyond the control of the User, however as a result of which the User is unable to comply with its obligations. This includes industrial action at the company of the User or of third parties. The User is also entitled to rely on force majeure if the circumstance that prevents (further) implementation of the agreement occurs after the User should have already complied with its obligation.
3. During the period that the force majeure continues the User can suspend the obligations on account of the agreement. If this period continues for more than six months then each party shall be entitled to dissolve the agreement, without being liable to pay the other party compensation for damages.
4. To the extent that at the time of the occurrence of force majeure the User has already partly complied with its obligations on account of the agreement or shall comply with the same and independent value can be attributed to the complied part respectively the part to be complied with then the User shall be authorised to invoice the complied part respectively the part to be complied with separately. The Client is held to pay this invoice as if it regarded a separate agreement.

article 6 Payment and collection costs

1. Payment must take place within 14 days after the date of the invoice in the currency of the invoice, unless indicated otherwise by the User in writing. The User is entitled to invoice periodically.
2. If the Client fails to pay an invoice in a timely fashion then the Client shall be in default by operation of law. The Client shall then be liable to pay an interest of 1% per month, unless the statutory interest is higher in which instance the statutory interest shall be payable. The interest on the exigible amount shall be calculated as from the moment that the Client is in default up to the moment of payment in full of the exigible amount.
3. The User is entitled to first apply payments made by the Client to the costs, then to the accrued interest and finally to the principal sum and the accruals. If the Client specifies a different order of priority for

the allocation of the payment then the User can reject repayment in full of the principal sum if the accrued interest and the accruals and collection costs are not also paid in full.

4. The Client shall never be authorised to set off the amounts payable by the same to the User. Objections to the level of an invoice shall not suspend the payment obligation. The Client who is not entitled to rely on Section 6.5.3 (articles 231 up to and including 247 of Book 6 of the Dutch Civil Code) is neither entitled to suspend the payment of an invoice on any other ground.
5. If the Client fails to or is in default in respect of the (timely) compliance with its obligations then all reasonable costs for obtaining satisfaction out of court are at the expense of the Client. The extrajudicial costs are calculated on the basis of the current common collection practice in the Netherlands, i.e. the calculation method according to the Voorwerk II Report. However, if the User incurs higher collection costs that were within reason required then the actually incurred costs qualify for compensation. The possible judicial and enforcement costs shall also be recovered from the Client. The Client is also liable to pay interest on the payable collection costs.

article 7 Reservation of title

1. The goods delivered by the User within the framework of the agreement shall remain the property of the User until the Client has complied properly with any and all obligations on account of the agreement(s) concluded with the User.
2. The goods delivered by the User that are, in pursuance of paragraph 1, subject to reservation of title can never be used as an instrument of payment. The Client is not authorised not pledge or to otherwise encumber the goods delivered subject to reservation of title.
3. The Client must always do everything that can within reason be expected of the same in order to secure the ownership rights of the User. If third parties impose an attachment on the goods delivered subject to reservation of title then the Client is held to forthwith inform the User accordingly. The Client is moreover held to take out and maintain insurance for the goods delivered subject to reservation of title against fire, explosion, and water damage as also against theft and to on demand provide the policy of this insurance to the User for inspection. In case of a possible benefit pursuant to the insurance the User shall be entitled to this insurance payment. Where necessary the Client hereby already commits vis-à-vis the User to do all that which may (appears to) be necessary or required in connection with the same.
4. If the User intends to enforce the ownership rights as intended in this article then the Client hereby already gives unconditional and irrevocable consent to the User and to third parties to be designated by the User to access all the locations where the property of the User is located and to take back the same.

article 8 Warranties, investigation, and complaints, prescription period

1. The goods to be delivered by the User comply with the usual requirements and standards that can within reason be imposed on the same at the time of delivery and for which they are meant in case of normal use in the Netherlands. The warranty as intended in this article applies to goods that are meant for use within the Netherlands. In case of use outside of the Netherlands the Client must personally verify whether the use thereof is suitable for the use there and complies with the conditions imposed on the same. In that case the User may provide different warranty and other terms and conditions concerning goods to be delivered or activities to be performed.
2. The warranty as intended in paragraph 1 of this article is applicable for a period of 1 year after delivery, unless the nature of the delivered good indicates otherwise or if the parties stipulate otherwise. If the warranty provided by the User is related to a good that is manufactured by a third party then the warranty shall be limited to

the warranty that is provided by the manufacturer of the good, unless indicated otherwise.

3. Each and every form of warranty expires if a defect is the result of or originates from injudicious or improper use of the same, or use after the best before date, incorrect storage or maintenance of the same by the Client and/or by third parties if the Client or third parties made changes to the good or tried to make changes to the same without written consent of the User, other goods were attached to the same or if they were processed or treated in a manner other than the prescribed manner. The Client can neither claim the warranty if the defect is the result of or occurs due to circumstances that are beyond the control of the User, inter alia weather conditions (including but not limited to extreme rainfall or temperatures) et cetera.
4. The Client is held to inspect (have inspected) the delivered goods immediately after the goods have been made available to the same respectively the relevant activities have been performed. In this respect the Client must inspect whether the quality and/or the quantity of the delivered goods comply with the relevant stipulated arrangements and comply with the requirements that the parties have agreed on in connection therewith. Possible apparent defects must be reported to the User in writing within seven days after the delivery. Possible latent defects must immediately after discovery, however in any case within fourteen days, be reported to the User in writing. The notice must contain a description of the defect that is as detailed as possible in order that the User is able to react adequately. The Client must give the User the opportunity to examine (have examined) a complaint.
5. If the Client files a complaint in a timely fashion then this shall not suspend its payment obligation. In that case the Client remains liable to take receipt of and to pay for the otherwise ordered goods and that for which the Client awarded a contract to the User.
6. If a defect is reported later then the Client shall no longer be entitled to repair, replacement, or compensation.
7. If it is an established fact that a good is defective and a relevant complaint was filed in a timely fashion then the User shall within a reasonable time limit after return of the same or, should a return within reason not be possible, written notification of the defect by the Client, at the discretion of the User, provide for replacement or repair or alternative compensation for the same to the Client. In case of replacement the Client is held to return the replaced good to the User and to transfer the title thereof to the User, unless the User indicates otherwise.
8. If it is an established fact that a complaint is unfounded then the relevant incurred costs, including the examination costs, on the part of the User shall be at the expense of the Client in full.
9. After expiry of the warranty period all costs for repair or replacement, including administration and shipping costs and call-out charges, are charged to the Client.
10. In derogation from the statutory prescription periods, the prescription period of all claims and defences vis-à-vis the User and the third parties relied on by the User for the implementation of an agreement amounts to one year.

article 9 Liability

1. Should the User be liable then said liability shall be limited to the provisions set forth in this article.
2. The User shall not be liable for damages, of any nature whatsoever, occurring due to the fact that the User departed from incorrect and/or incomplete data supplied by or on behalf of the Client.
3. Should the User be liable for any damages whatsoever then the liability of the User shall be limited to at most twice the invoice value of the order, at least to that part of the order that the liability is related to.

4. The liability of the User shall in any case, as the occasion arises, always be limited to the amount of the payment of its insurance company.
5. The User is exclusively liable for direct damages.
6. Direct damages is exclusively understood as the reasonable costs for the establishment of the cause and the scope of the damages, to the extent that the establishment is related to damages within the meaning of these terms and conditions, the possible reasonable expenses incurred to make sure that the defective performance of the User complies with the agreement, to the extent that this can be attributed to the User, and reasonable costs incurred to prevent or avoid damages, to the extent that the Client demonstrates that these costs resulted in limitation of direct damages within the meaning of these general terms and conditions. The User shall never be liable for indirect damages, including consequential damages, lost profit, lost savings, and losses due to business interruptions.
7. The limitations of liability included in this article are not applicable if the damages can be attributed to intent or gross negligence of the User or of its managerial subordinates.

article 10 Indemnification

1. The Client indemnifies the User against possible claims of third parties who incur damages in connection with the implementation of the agreement and of which the cause can be attributed to parties other than the User. Should the User be addressed by third parties on account thereof then the Client shall be held to assist the User both in and out of court and to forthwith do everything that may in that case be expected of the same. Should the Client fail to take adequate measures then the User shall be, without any notice of default being required, entitled to proceed accordingly. Any and all costs and damages on the part of the User and third parties consequently incurred are at the expense and risk of the Client in full.

article 11 Intellectual property

1. The User reserves the rights and authorities vested in the same pursuant to the Dutch Copyrights Act and other intellectual property legislation and regulations. The User is entitled to use the knowledge increased on the part of the same due to the implementation of an agreement for other purposes, to the extent that strictly confidential information of the Client is not communicated to third parties

article 12 Applicable law and disputes

1. Dutch law is exclusively applicable to all legal relationships to which the User is a party, also if a commitment is, either in full or in part, implemented abroad or if the party involved in the legal relationship resides or is established there. The applicability of the Vienna Sales Convention is excluded.
2. The court in the place of establishment of the User is exclusively authorised to take cognisance of disputes, unless the law prescribes otherwise mandatorily. The User is nonetheless entitled to bring a dispute to the cognisance of the court with statutory jurisdiction.
3. The parties shall only address the court after they have made every effort of settling a dispute amicably.

article 13 Source and changes of terms and conditions

1. These terms and conditions were filed with the Chamber of Commerce in Breda.
2. The lastly filed version and/or the version applicable at the time of the conclusion of the legal relationship with the User is always applicable.
3. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.