



# GENERAL TERMS AND CONDITIONS

These are the general terms and conditions of ATEPS Nederland BV (hereinafter referred to as "ATEPS"), a private limited liability company with its registered office in Helmond at Schootense Dreef 11a, 5708 HZ Helmond, registered at the Chamber of Commerce under number 62040693.

## I GENERAL STIPULATIONS

### Article 1 Scope

These general terms and conditions apply to all goods and services supplied by ATEPS and to all activities to be performed by ATEPS, in the broadest sense, as well as to all offers and quotations from ATEPS. ATEPS is only bound by deviations from these general terms and conditions if it has expressly agreed to this in advance in writing.

All assignments are accepted and carried out exclusively by ATEPS, with the exception of the provisions of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code.

ATEPS does not accept and will not be subject to any procurement- or other terms and conditions of the client or any other counter party. Arrangements and/or other terms and conditions of the counter party that deviate from these general terms and conditions are only applicable if this is expressly accepted by ATEPS in advance and in writing. Such deviations only concern and are only applicable to the specific assignment.

All stipulations in these general terms and conditions have also been made for the benefit of the directors of ATEPS and all those who work for ATEPS and / or are involved in the execution of the assignment.

If one or more provisions of these general terms and conditions should at any time not be valid or void or be destroyed, this will not affect the other provisions of these general terms and conditions. In that case, the invalid or voided provision (s) will be replaced by one or more new provisions that correspond

as much as possible with the purpose and purport of the original provision (s).

If ATEPS at any time renounces strict compliance with the provisions of these general terms and conditions, this does not mean that these general terms and conditions are no longer valid or no longer applicable, nor that ATEPS thereby loses the right to strict compliance with the provisions of these general terms and conditions in other cases.

ATEPS is authorized to amend or supplement these general terms and conditions in whole or in part from time to time. Amendments and additions take effect from the date of the amendment or addition, on the understanding that the terms and conditions applicable at the time of that assignments are and remain applicable to assignments concluded before that date.

## II QUOTATIONS

### Article 2 Quotations of ATEPS

All offers and quotations from ATEPS are without obligation, are made in writing or electronically, are dated and are valid for 30 days.

All dates and time periods stated by ATEPS in the context of a quotation are indicative unless explicitly stated otherwise.

A quotation also specifies the financial conditions subject to which ATEPS prepares a quotation for a client.

The drawings, technical descriptions, designs and calculations that form part of a quotation, which are produced by ATEPS or on behalf of ATEPS, remain the property of ATEPS. They may not be made available or shown to third parties, in whole or in part, without the prior express written consent of ATEPS. Neither may they be copied or otherwise duplicated, in whole or in part, without the prior express written consent of ATEPS. If no order is given, said documents, including any copies and adaptations thereof, must be sent carriage paid to ATEPS within 14 days of a request made by ATEPS to that effect.



For the preparation of a quotation and the consultation with the (potential) client in the context of a quotation, ATEPS will perform preparational activities, including but not limited to performing calculations, producing design texts and drawings, etc. If the quotation is not accepted by the (potential) client or if an order is not placed with ATEPS, ATEPS has the right to charge the (potential) client costs for the preparatory work referred to, provided that ATEPS informed the (potential) client in writing, in advance that these costs will be charged to the (potential) client if an order is not placed.

### **III ESTABLISHMENT AND EXECUTION OF THE AGREEMENT**

#### **Article 3 Establishment**

An agreement is concluded between ATEPS and the client if the client has unconditionally accepted ATEPS' quotation in writing or unconditionally accepted ATEPS's agreement in writing, or informed ATEPS electronically that he has accepted the quotation or the agreement unconditionally.

#### **Article 4 Additional work or less work**

1. If more or less work needs to be done, ATEPS will inform the client about this as soon as possible, and state the amount related to the additional or less work.
2. If less work is performed, this will be deducted from the final invoice. Additional work must be paid by the client within 14 days after the invoice date.

#### **Article 5 Obligations of ATEPS**

ATEPS will perform the activities to the best of their knowledge and according to the specifications of the assignment. The activities will be performed during ATEPS' normal working hours, unless otherwise agreed. If the assignment concerns the provision of a service, ATEPS will do everything to detect and rectify the cause of the defect reported by the client to ATEPS within a reasonable time.

During the execution of the work related to the assignment, ATEPS will take into consideration the legal prescriptions applicable at the time when the client awarded the assignment to ATEPS. In case of an amendment to the legal prescriptions

after the date when the assignment was awarded, ATEPS has the right to charge the client for extra costs related to the amendment of the legal prescriptions.

ATEPS is allowed to engage third parties with the execution of the assignment. ATEPS will be cautious with the selection of third parties. ATEPS is not responsible for the shortcomings of third parties. The applicability of the provisions in articles 7:404 and 7:407 par. 2 of the Civil Code is expressly excluded.

#### **Article 6 Client's obligations**

1. By accepting the quotation or awarding the assignment the client gives ATEPS permission to perform the work specified in the assignment and to supply the goods specified there.
2. The client must ensure that the installer appointed by the client or ATEPS have the particulars required for the work are available in time, including approval (for example licenses and exemptions).
3. The client must provide connections for the electricity and other utilities required for the work that must be performed. The electricity, gas and water required are for the client's account.
4. By accepting the quotation or granting the assignment, the client is deemed to agree with the provision of the connections referred to in the previous paragraph and any storage area available at the work. The client must use the items in the storage area with due and proper care.
5. The client guarantees to ATEPS that to the best of its knowledge it has provided ATEPS with all information relevant to the assignment and its design, execution and completion, that this information is correct, that it is entitled to that information, that this information is free from the rights of third parties and that ATEPS can and may freely use the information for the performance of the assignment and everything related to it.
6. The client must ensure that the work that must be performed by third parties and/or the deliveries that do not form part of the work of the ATEPS are supplied in time, so



that there are no delays in ATEPS' execution of the activities and/or that of the third parties engaged by ATEPS. If there is any delay in the sense of this paragraph, the client must inform ATEPS about this in time and in writing.

7. If the start or progress of the work is delayed or leads to circumstances that are for the client's risk, the damages and additional costs resulting from this for ATEPS, are for the client's account.
8. Delays that are caused by delays or interruptions in the work of third parties, including but not limited to the timely provision of connections for utilities, meters, transformers etc. and/or necessary structural measures, do not suspend the client's payment obligations towards ATEPS.
9. The client is always (but not only) responsible for damages caused by:
  - inaccuracies in the activities assigned;
  - inaccuracies in the constructions and work methods requested by the client;
  - absence of the (im)material property that the work must be done on;
  - defects in materials or tools supplied by the client;
  - inaccuracies in the details and information supplied by or on behalf of the client.
10. If the client noticed a shortcoming in the delivery or with the execution of the work by ATEPS, the client must immediately and at least within 24 hours after noticing the defect, inform ATEPS in writing about the defect, with a clear description of the shortcoming and a reasonable term to rectify the shortcoming.

#### **Article 7 Early termination of the assignment**

1. The client may not, for any reason other than force majeure as meant in article 9, change the assignment in the interim, to dissolve it in the interim or to terminate it early in any other way, unless with the prior, express and written consent of ATEPS. ATEPS has the right to link conditions to its consent.

2. If the assignment ends in the interim pursuant to the provisions in the first paragraph, parties will collaborate to record the actual condition of the work at the time of the interim termination and the consequences of the interim termination for the payment obligations of the client.
3. Until the recording referred to above has been completed, ATEPS will, when necessary take measures to prevent and limit damages. The client will reimburse ATEPS on first request for all costs incurred by ATEPS due to this.
4. If the reason for not completing the project cannot be attributed to ATEPS, the client must, in addition to the costs and the installments as agreed on in the quotation or the assignment agreement also pay the loss of profit, which ATEPS would have received, until the end of the assignment to ATEPS.

#### **Article 8 Unforeseen circumstances**

1. When unforeseen circumstances occur, ATEPS must inform the client as soon as possible.
2. Any extra costs incurred by ATEPS due to unforeseen circumstances that require immediate action will be reimbursed by the client. If the unforeseen circumstances do not require immediate action, parties will jointly determine the consequences of the unforeseen circumstances and determine the further execution of the work.

#### **Article 9 Force majeure**

1. If there are any delays in the execution of the assignment for a reason beyond ATEPS' control, ATEPS is authorized to suspend the activities or postpone it until the force majeure is over. Force majeure refers among other, but not only, to: fire, floods, epidemics including, but not limited to COVID-19 and similar epidemics, strikes, riots, commotion, terrorism, threat of terrorism, war, threat of war, transport problems, extreme weather conditions, natural disasters, nuclear disasters, government measures, import, export and transit bans, shortcomings of its suppliers not attributable to ATEPS, computer and



software failures, disruptions in electricity, telephony, utilities, network traffic and internet connections, hacking, virus attacks, and further all circumstances based on which it cannot be expected from ATEPS to comply with its obligations resulting from the assignment.

2. If the execution of the assignment cannot be completed at all and the cause cannot be attributed to ATEPS, either ATEPS or the client may terminate the assignment by sending a written notification in this regard to the other party, stating the reason for the termination.
3. If the situation referred to in the previous paragraph occurs, ATEPS and the client will cooperate with the joint recording of the actual state of the work at the time of the early termination and the consequences thereof on the client's payment obligations.
4. Until the recording referred to in the previous paragraph, ATEPS will, where necessary, take measures to prevent and limit the damages. The client will reimburse ATEPS on first request from ATEPS for any costs related to this.
5. If the reason why the assignment was not completed cannot be attributed to ATEPS, the client must, in addition to the costs specified in the previous paragraph and the installments agreed on in the quotation or the assignment agreement, which are payable until the time of the termination of the assignment, also pay ATEPS for loss of profit, which ATEPS would have received if the assignment was completed.
6. A final statement will be prepared based on the inspection report. The result of the final settlement will be settled between ATEPS and the client in the sense that if the client paid a higher amount in advance than the state of the work when the inspection report is compiled, ATEPS will refund the excess amount to the client within 14 days. If the report shows that the client paid ATEPS too little, the client will be the outstanding amount to ATEPS within 14 days.

#### **Article 10 Delivery**

1. The work has been delivered as soon as ATEPS informed the client, in writing, that the work has been completed and the client informed ATEPS that it approved the work.
2. The work is also considered as having been completed if the client does not inform ATEPS within eight days after the notification from ATEPS referred to in the previous paragraph that it does not approve the delivery, and also clearly stating the reasons for the rejection, or when the client fully or partially started using the work.
3. If the client communicated in time and pursuant to the provisions in the previous paragraph that it does not approve the delivery, parties will as soon as possible inspect the work together and prepare a fair delivery report that state what must still be done to complete the delivery.

#### **IV PAYMENT**

##### **Article 11 Payment in advance; surety**

1. ATEPS is entitled to require advance payment for an assignment with a financial value of more than EUR 1,000 for at least 50% of the price stipulated in the context of the assignment.
2. Further, ATEPS is entitled to request, for the duration of the assignment that client provide surety for the remaining installments, if the client can at any time not, not completely or not on time meet its payment obligations and if there is reason, in ATEPS' opinion, to believe that the client will not be able to, fully, or in time, comply with its payment obligations.
3. If ATEPS used (one of) the option(s) specified in the previous paragraphs and the client refuses to comply with it, ATEPS is entitled to suspend the execution of the assignment until the time when the client complies with ATEPS' request.



## **Article 12 Payment obligations, reservation of ownership**

1. All amounts are expressed excluding VAT.
2. All invoices of ATEPS are payable within 14 days from the invoice date.
3. If the client does not pay ATEPS's invoices within the specified payment terms, the client is in default towards ATEPS without any further notice of default with regard to the payment obligations. The client does not have a suspension right.
4. If the invoice is not paid by the client in time, the client is automatically liable to pay the legal interest on the outstanding amount from the date when the invoice should have been paid until the day when full payment has been received. ATEPS is also entitled to claim a fee for extra judicial expenses, which is set at 15% of the outstanding amount.
5. The Client must inform ATEPS within 14 days from the invoice date about complaints about the invoices, in writing and with reasons, in the absence of which the client will be deemed to have integrally approved the (accuracy and payability of the) invoice. If the client complains about an invoice, it does not influence the claimability of the invoice or for the payment terms thereof.
6. The client waives the right to settlement or discount.
5. Unless otherwise agreed, ATEPS have the right to adjust the prices used in its quotation or applied for the assignment annually on 1 January based on the consumer price index (CPI) published by the "CBS (Statistics Netherlands).
8. Until the client has paid all its outstanding invoices to ATEPS in full, ATEPS remains the owner of all goods delivered by ATEPS to the client, including any materials not yet processed. If the goods and materials referred to have already been delivered to the client or are otherwise located on the premises or under the client's control, the client is obliged to take good care of the goods and materials. ATEPS has the right to

bring the goods and (processed and / or unprocessed) materials wholly or partially beyond the client's control until all its claims have been paid in full.

## **V WARRANTY**

### **Article 13 Defect; warranty supplied by ATEPS**

1. ATEPS will remedy any defects in goods delivered by it that are reported to it in writing within 18 months after delivery and immediately after the defect has come to light and that can be attributed to it, without charging a fee.
2. ATEPS guarantees that the technical specifications as stated in the order will be met for a period of two years after delivery.
3. The terms as stated in the previous paragraphs apply unless ATEPS and the client have agreed on other terms.
4. ATEPS' obligations as stated in the previous paragraphs expire in the following circumstances:
  - the client did not handle the goods supplied by ATEPS with due and proper care;
  - the defect or malfunction arose as a result of or arises from injudicious or improper use;
  - the goods delivered by ATEPS do not function properly as a result of errors, malfunctions, behavior or otherwise caused by third parties, including but not limited to energy suppliers, software suppliers and other third parties;
  - the defect or malfunction is not immediately reported to ATEPS in writing or within 48 hours after the defect or defects have been discovered or could reasonably have been discovered;
  - the defect or malfunction is caused by external causes including but not limited to vandalism, theft or weather influences;
  - during the warranty period, the client has, without the prior express written consent of ATEPS, instructed a third party, to make changes, regardless of the nature thereof, to the goods;



- during the warranty period no periodic maintenance is performed on equipment that requires maintenance;
  - the client did not meet his payment obligations.
5. The warranty scheme as stated in the previous paragraphs does not apply to the following goods and parts: lighting, burglar alarm, fire detectors, sensors, internet and other data communication equipment supplied by third parties or purchased for the work and that were manufactured by third parties are manufactured. The warranty terms and conditions for the relevant goods and parts apply.

## VI LIMITED LIABILITY

### Article 14 ATEPS' liability

ATEPS' liability is limited to the amount that is paid out by its insurers in the relevant case or, if the insurers would not pay out for any reason whatsoever, to a maximum of EUR 50,000 per event or, if that is lower, to 50% of the total amount of the assignment.

ATEPS' liability for consequential damage, trading loss, loss suffered, loss of profit and immaterial damage is excluded.

The client indemnifies ATEPS against claims from third parties arising from or related to the order and / or the goods delivered or work performed by ATEPS.

## VII INTELLECTUAL PROPERTY

### Article 15 Intellectual property rights

All intellectual property rights, including but not limited to copyrights and related rights, trademark rights, patent and patent rights, trade name rights, design rights and database rights and everything related thereto, on the quotations prepared by ATEPS as well as on the drawings, calculations, models, goods and works produced by or on behalf of ATEPS belong exclusively to ATEPS.

The rights referred to in the previous paragraph are not transferred to the client upon completion and / or after client's full payment of all ATEPS' invoices.

## VIII FINAL PROVISIONS

### Article 16 Applicable law; jurisdiction

Whenever a written notification is mentioned in these general terms and conditions, this should be understood to mean a message sent by registered mail, of which a copy has been sent to the other party by e-mail prior to delivery.

Any disputes arising from a quotation, from an assignment and / or from the application of these general terms and conditions will in the first instance be submitted to the District Court of Oost-Brabant.

**Dutch law applies to these general terms and conditions, all ATEPS' quotations and all assignment agreements.**