

These General Terms and Conditions relate to the performance of work and or the provision of services by KeJe horren insectenwering (KVK 39093283), KeJe raamdecoraties (KVK 52098451) and KeJe montage (KVK 39093281) all located at De Boorn 3 8253 RA in Dronten hereinafter referred to as KeJe.

## Table of contents

- General
- Offer and quotation
- Agreement
- Assignment
- Delivery and execution
- Returns, repairs and assembly
- Conformity Compliance and Warranty
- Retention of title
- Liability
- Reclamation
- Suspension and dissolution
- Price and payment
- Complaints
- Disputes

## Article 1. General.

- These general terms and conditions will hereinafter be referred to as the general terms and conditions and form part of every quotation, offer and Agreement concluded with KeJe that relates to the sale of products to dealers, suppliers and/or Other Parties, hereinafter referred to as the Other Party, the performance of related work, including assembly and/or the provision of (advisory) services, unless KeJe and the Other Party have agreed otherwise in writing. If one or more articles in these general terms and conditions should be wholly or partially void or destroyed as a result of statutory measures and/or a court decision, this shall not affect the applicability and validity of the other terms and conditions.
- These general terms and conditions shall prevail over the general or purchase conditions of the Other Party, unless both parties have expressly deviated from them and these deviations are recorded in writing in the Agreement(s). A reference to the terms and conditions of the Other Party to its own terms and conditions will not be accepted by KeJe. Apart from and in addition to the above, these general terms and conditions shall apply if the Other Party has accepted their validity in previous agreements with KeJe. The Other Party accepts the validity of these General Terms and Conditions to all future transactions with KeJe. The general terms and conditions will be expressly provided to the Other Party digitally or physically, if possible.
- If the distance contract is concluded electronically, the text of these general terms and conditions can be made available to the Other Party electronically in such a way that it can be easily stored by the Other Party on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be inspected electronically and that at the request of the Other Party they will be sent electronically or otherwise free of charge.
- In these general terms and conditions, agreement may also mean an order or an order confirmation.

- In the event that specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis, and in the event of conflicting terms and conditions, the Other Party may always invoke the applicable provision that is most favorable to it.
- It may occur that KeJe processes personal data from and on behalf of the Other Party when performing the work. KeJe has drawn up privacy regulations and processing conditions for this, which comply with the AVG and have been signed by KeJe and the Other Party. These are separate documents to these General Terms and Conditions. The processing conditions are an inseparable part of these General Terms and Conditions.

## Article 2. Offer and Quotation

- An offer issued by KeJe can be accepted by the Other Party for fourteen days after the date unless otherwise indicated in the offer. Quotations are based on performance of the Agreement under normal circumstances, during weekdays and working hours from 8:00 a.m. to 5:00 p.m.
- All data and calculations provided with the offer and/or agreement are as accurate as possible and made specifically for the requested product. No rights can be granted to the data provided by KeJe.
- All products sold by KeJe are customized to the Other Party's requirements.
- All prices quoted by KeJe in the quotation and or offers are exclusive of sales tax, unless expressly stated otherwise.
- Quotes and calculations are the property of KeJe and may not be passed on to third parties or made available for inspection without its consent.
- KeJe's offer(s) and quotations are without obligation. KeJe may still revoke its quotation and or offer shortly after receipt of acceptance thereof unless that offer contains a deadline for acceptance and the deadline has not yet expired.
- The contents of all documents, such as drawings, descriptions or specifications, are all customized and therefore as accurate as possible, but are not binding.
- If no agreement is concluded on the basis of documents submitted, the KeJe documents shall be returned by the Other Party and at its expense and risk to the KeJe address.

## Article 3. Agreements

- KeJe will always enter into written or digital agreements. An agreement shall be deemed to have been entered into at the time the parties sign the contract, or on the day on which the written or digital order confirmation by KeJe. Once the Other Party has received the order confirmation, the agreement has been approved by KeJe and the Other Party.
- The right of withdrawal does not apply to products from KeJe. This is because all KeJe products are custom-made for the Other Party. If the Other Party cancels the order after receipt of the order confirmation, the costs will be charged to the Other Party as it is always a matter of delivering custom-made products. Changes to the agreement must also be made in writing.

- Additional work is deemed to be anything that is delivered by KeJe in consultation, whether or not recorded in writing, with the Other Party, its representative or agent, during the performance of the Agreement in excess of the quantities expressly recorded in the order confirmation or is performed by it in excess of the work recorded in the order confirmation.
- Promises by and agreements with subordinates of KeJe shall never bind KeJe unless subsequently ratified by KeJe in writing.

## **Article 4. Assignment**

- The order includes the entire work, as defined in the quotation and/or order confirmation.
- Additional or less work shall be agreed separately between the parties before the completion of the work and subsequently calculated. Additional work is deemed to be all the work performed by KeJe in excess of what was initially agreed. KeJe will also be entitled to compensation for the additional work it performs if this has not been agreed in writing with the Other Party as agreed in Article 3, paragraph 2.
- If it appears at any time that the proper performance of the Agreement requires KeJe to perform additional work not included in the Agreement, it will consult with the Other Party. If the Other Party does not wish to give KeJe an assignment for this additional work or if it appears that no agreement is reached on the conditions under which this work will be performed, KeJe will be entitled to terminate the Agreement concluded with the Other Party. In that case, KeJe will be entitled to claim compensation for the damage suffered by it as a result of the termination.
- The deliveries of products and/or provision of services to be made by KeJe shall take place at the time or within period specified in the contract or order confirmation. If the complete information is not received in time, a new delivery date will be set by KeJe.
- Exceeding the delivery times by KeJe shall not be considered a breach of contract and shall not entitle the Other Party to dissolve the contract and/or claim damages by it or third parties.
- KeJe reserves the right to deliver its services or products in installments.

## **Article 5 - Delivery and execution**

- KeJe will take the greatest possible care when receiving and executing orders for products and when evaluating requests for the provision of services.
- The place of delivery shall be the address that the Other Party has made known to KeJe.
- With due observance of the provisions of Article 4 of these General Terms and Conditions, KeJe will execute accepted orders expeditiously but at the latest within thirty days, unless a different delivery period has been agreed (e.g. around the construction period). If delivery is delayed, or if an order cannot or can only be partially carried out, the Other Party will be informed of this no later than thirty days after the order was placed. The Other Party in that case has the right to dissolve the agreement without cost, provided that too products are not yet in production.
- After termination in accordance with the previous paragraph, KeJe will immediately refund the amount the Other Party has paid.

- The risk of damage and/or loss of products rests with KeJe until the time of delivery to the Other Party or a representative designated in advance and made known to KeJe, unless expressly agreed otherwise.

## **Article 6. Returns, repairs and assemblies**

- Repairs will be carried out at the normally applicable rates unless otherwise agreed.
- If the assemblies are carried out by the Other Party, this shall take place at the expense and risk of the Other Party. This also voids the warranty conditions.
- The Other Party undertakes to pack the product(s) to be returned in a proper manner. If the returned products are packed improperly, the Other Party is responsible for the damage caused.
- KeJe is entitled to be assisted by third parties when performing work.
- All Goods given to KeJe for repair, as well as parts thereof, whether or not owned by the Other Party, are insured during the period they are under KeJe's supervision.
- KeJe will only make the replaced materials or goods available to the Other Party if it expressly requested this when giving the assignment. Failing such request, these replaced materials and goods will become KeJe's property, without the Other Party being entitled to any compensation.
- If delivered products need to be replaced due to an error on the part of KeJe, it can be agreed that these products will be collected by KeJe and the amount invoiced for this will be credited to the Other Party. If the delivered products have to be replaced due to an error on the part of the Other Party, the Other Party can make use of the compensation scheme.

## **Article 7. Compliance and Warranty**

- KeJe guarantees that the products and/or services comply with what was agreed in the Agreement.
- Warranty means any undertaking by KeJe, its supplier, importer or manufacturer in which it grants the Other Party certain rights or claims beyond what they are legally obliged to do in the event KeJe has failed to perform its part of the Agreement.
- If and to the extent that the Other Party and KeJe have agreed on guarantee(s), the Other Party may only require KeJe to comply with those guarantee(s).
- The warranty period for the delivered products is two years and for the spray work on the delivered products is five years. After this period, the warranty given can no longer be invoked.
- If replacement and/or repair is not possible in KeJe's opinion, KeJe will never be obliged to do more than reimburse a maximum of the relevant invoice amount.
- Complaints about visible defects must be submitted to KeJe in writing within 14 days of delivery by the Other Party.
- The guarantee can only be invoked if the Other Party has fulfilled its obligations under the agreement, and provided that all regulations, directions for use and further instructions relating to the goods delivered have been observed.

- Satisfaction of the warranty obligation by KeJe shall constitute sole and complete compensation.
- If the Other Party or user fails to take measures to limit the defect in the product or makes its own changes or repairs to the product, the Other Party or user loses any right to claim, compensation or warranty against KeJe.
- KeJe shall make every effort to perform the Agreement concluded with the Other Party to the best of its ability.
- With regard to the Agreement concluded with the Other Party, KeJe has an obligation of effort with regard to assembly and an obligation of result with regard to the delivery of products.
- The Other Party guarantees that no circumstances occur that prevent or hinder timely and correct performance by KeJe. If such circumstances do occur, KeJe will not be liable in any way whatsoever and the Other Party will have to compensate any additional costs and/or damage on the part of KeJe.
- KeJe shall try to perform its work as much as possible within the periods agreed with the Other Party. However, the agreed terms and times are not deadlines within the meaning of Section 6:83 sub a of the Dutch Civil Code.
- The Other Party will never be entitled to compensation if KeJe exceeds the agreed terms and times as a result of force majeure. Nor can it suspend or dissolve its obligations under or related to the Agreement in such a case.
- If KeJe will be temporarily unable to perform its obligations due to force majeure, it may suspend them; if KeJe will be permanently unable to perform due to force majeure, it may terminate the Agreement by written notice.

## **Article 8. Retention of title.**

- Ownership of the delivered goods shall not pass to the Other Party until all that the Other Party owes KeJe on account of deliveries or work has been paid in full.
- In that case, KeJe will be entitled to unhindered access to the product. The Other Party shall cooperate with KeJe to enable KeJe to exercise the retention of title provided for in paragraph 1 by repossessing the product, including any disassembly required for that purpose.
- Ownership of all goods sold and delivered by KeJe to the Other Party will remain with KeJe as long as the Other Party has not paid claims pursuant to the agreement or previous or subsequent similar agreements, as long as the Other Party has not yet paid the work performed or to be performed under these or similar agreements, and as long as the Other Party has not yet paid KeJe's claims due to failure to fulfil such obligations, including claims relating to fines, interest and costs, all this as referred to in Section 3:92 of the Dutch Civil Code.
- Goods delivered by KeJe that are subject to retention of title may only be resold as part of normal business operations and may never be used as a means of payment.
- The Other Party is not authorized to pledge or otherwise encumber the items subject to retention of title.
- The Other Party hereby unconditionally and irrevocably authorizes KeJe or a third party to be appointed by KeJe, in all cases in which KeJe wishes to exercise its property rights, to enter all those places where its property will then be located and to take the goods there.

- If third parties seize the Goods delivered under retention of title or wish to establish or assert rights to them, the Other Party will be obliged to inform KeJe as soon as can reasonably be expected.
- The Other Party undertakes to insure and keep insured Goods delivered under retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available to KeJe for inspection on demand.

## Article 9. Liability

- KeJe's liability for direct damage caused by a defect in a good or service delivered by KeJe, if and to the extent that it is established, shall be limited to a maximum of the invoice amount of the portion of the Agreement that relates to the good or service to which the liability in this case applies.
- KeJe shall never be liable for indirect and/or consequential damages, including, but not limited to, immaterial damage, personnel costs, financial and/or commercial losses, loss of profit, loss of use, loss of relationships, payments owed to third parties, costs resulting from loss of data, trading loss, loss of turnover, damage to image, environmental damage, personal injury.
- In the event of force majeure, performance of the obligations arising from the assignment will be suspended in whole or in part for the duration of such force majeure, without KeJe being liable for any compensation in this regard.
- Exceptional circumstances, such as. storm damage and other natural disasters, hindrance by third parties, full or partial strikes, riots, war or danger of war both here and in the country of origin of the goods to be delivered, lockouts, loss of or damage to goods during transport to KeJe or to the Other Party, non-delivery or late delivery of goods by KeJe's suppliers, ex- and import bans full or partial mobilisation, obstructive measures by any government, fire, breakdowns and accidents at KeJe's company or in the means of transport of KeJe or in the means of transport of third parties, the imposition of levies or other government measures that result in a change in the actual circumstances result in force majeure for KeJe, which releases KeJe from its obligation to deliver or performance of the assignment without the Other Party being entitled to any compensation of whatever nature or nature. In these or such cases, KeJe will be entitled, at its sole discretion, to either cancel the Agreement or the assignment or to suspend or change it until the extraordinary circumstances have ceased to exist. If a situation of force majeure occurs, KeJe shall notify the Other Party accordingly, submitting the necessary documentary evidence.
- KeJe is not liable for damage to vehicles or other objects caused by improper use of the products.
- In all cases, the Other Party will first offer KeJe the opportunity to repair any defect within a reasonable period or to perform the processing again. The Other Party will notify KeJe within fourteen days of becoming aware of the defect; if the Other Party fails to do so, the claims of the Other Party will lapse.
- The Other Party may only invoke the obligations arising from this article if the Other Party itself has fulfilled all its obligations to KeJe.
- KeJe shall never be liable for any costs, damage and interest that may arise as a direct or indirect result of: infringement of patents, licences or other third-party rights as a result of the use of data provided by or on behalf of the Other Party; acts or omissions of the Other Party, its subordinates, or other persons employed by or

on behalf of the Other Party at the Other Party or elsewhere; failure to meet the delivery date; performance of the Agreement according to drawings or designs by KeJe on the instructions of the Other Party.

- KeJe can never be held liable for consequential damage caused by work performed by KeJe employees and/or third parties engaged by KeJe to perform work.
- The Counterparty shall be liable for damages from third parties if reports/documents have been used by others than the Counterparty for a different purpose for which the agreement between the parties was concluded.
- The limitations of liability contained in this article do not apply to damage resulting from intent or gross negligence on the part of KeJe or its subordinates.
- In all cases, KeJe's liability is limited to fulfillment of KeJe's obligations described in this article. In the event that KeJe is obliged to pay compensation, it shall be maximized to the amount invoiced.

## **Article 10. Reclamation**

- Complaints with regard to defects that are immediately perceptible or not immediately perceptible must be submitted to KeJe immediately after discovery, but no later than fourteen days after the actual transfer and delivery of the Goods to the Other Party, in a written, specified notification from the Other Party to KeJe. After KeJe has been notified, it will be assessed to what extent the defect falls within the terms of the specified guarantee appropriate to the product of delivery. If the above periods are exceeded, all claims against KeJe with regard to the defects in question will lapse. Legal claims in this respect must be submitted within 1 year of the timely complaint.
- Complaints will be dealt with within a reasonable period. If the complaint about delivered products is found to be correct by KeJe, KeJe will be given the necessary time to replace or repair what has been sold.

## **Article 11. Suspension and dissolution**

- If performance of the Agreement is prevented as a result of force majeure, KeJe will be entitled, without judicial intervention, either to suspend performance of the Agreement for a maximum of 6 months or to terminate the Agreement in whole or in part, without KeJe being liable for any compensation.
- If the Other Party fails to fulfil any obligation arising for it from the Agreement concluded with KeJe or from a related Agreement, or fails to do so properly or in a timely manner, or if there are good reasons to fear that the Other Party is not or will not be able to fulfil its contractual obligations, as well as in the case of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer - whether or not as security - of the Other Party's business, including the assignment of a significant part of its claims, KeJe shall be entitled, without notice of default or judicial intervention being required, either to suspend the performance of each of these Agreements for a maximum of 6 months or to terminate them in full or in part, without being liable for any compensation or guarantee and without prejudice to its other rights.
- During the suspension, KeJe shall be entitled and at the end thereof shall be obliged to opt for performance or for full or partial termination of the suspended Agreement(s).

## Article 12. Price and Payment

- The prices quoted by KeJe are exclusive of turnover tax and other government charges applicable to the delivery. All prices are based on the price-determining factors as they apply at the time of the offer or order confirmation. If the parties have not agreed otherwise in writing, KeJe will set its price according to the indicators applied by KeJe at that time.
- KeJe is entitled to change its rates. In the event of a wage or price measure taken by or pursuant to law, and/or in accordance with CBS provisions, it may allow the rate change to take effect on the first day of the month following that of the measure. If necessary, rate increases will be communicated to the Counterparty in writing and calculated on the work to be performed thereafter.
- KeJe reserves the right to pass on changes in these price-determining factors arising from government measures taken after the time of the offer or order confirmation in the price to be charged to the Other Party or to cancel the offer and/or Agreement and to dissolve it in whole or in part without judicial intervention or liability for damage.
- All payments shall be made without any deduction in the manner specified by KeJe. Any recourse by the Other Party to setoff is excluded.
- Payment of (advance) invoices sent by KeJe must be made within thirty days of their date, unless otherwise stated. If this payment term is exceeded, the Other Party will be in default, without prior notice of default being required, and will owe KeJe interest at 2% above the statutory commercial interest rate (pursuant to Section 6:119a of the Dutch Civil Code) on the amount of the outstanding (advance) invoice.
- If KeJe has not received payment, whether or not after a reminder, it shall be entitled to simply hand over its claim and the Other Party shall also owe all the associated costs, increased by the turnover tax. In addition to the purchase price and interest, KeJe will also be entitled to claim from the Other Party all judicial and extrajudicial collection costs caused by late payment that KeJe has to incur to collect its claim.
- Payments made by the Counterparty shall always be deducted first from costs and interest due (in that order) and then from principal sums, with old claims taking precedence over new ones.
- All payments shall be made, without deduction or set-off, to the accounts specified by KeJe or at KeJe's offices.
- Unless otherwise provided in the agreement or additional conditions, the amounts owed by the Other Party must be paid within fourteen days after delivery of the product
- If the Other Party fails to fulfil its payment obligation(s) on time, it will owe statutory interest on the amount still owed after KeJe has notified it of the late payment and given it a period of fourteen days to fulfil its payment obligations, and KeJe will be entitled to charge the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the following €2,500 and 5% on the following €5,000, with a minimum of €40.

## Article 13 - Complaints



- KeJe has a complaint procedure and will handle the complaint in accordance with this complaint procedure.
- Complaints about the performance of the Agreement must be submitted to KeJe within a reasonable period (5 days) after the Other Party has discovered the defects, fully and clearly described.
- Complaints submitted to KeJe will be answered within fourteen days from the date of receipt. If a complaint requires longer processing time, KeJe will notify the Other Party.
- KeJe will attempt to resolve the complaint by mutual agreement within four weeks.

## **Article 14. Disputes and applicable law.**

- Agreements between KeJe and the Other Party (Parties) to which these general terms and conditions relate shall be governed exclusively by Dutch law.
- A dispute is present if either party designates an issue as a dispute and has notified the other in writing.
- In the first instance, the parties shall attempt to resolve a dispute by mutual consultation. The parties may subsequently agree that a dispute, as referred to in the first paragraph, be submitted to a mediator. The costs of a mediator and any administrative support shall be borne by both parties equally.
- If the parties do not unanimously decide to submit the dispute to a mediator, the dispute shall be settled by the competent court in the district of Central Netherlands.
- In case of doubt regarding the interpretation of provisions in these general terms and conditions, the underlying objectives shall prevail.