

GENERAL TERMS AND CONDITIONS

Kuijpers Technical Services B.V., established at Nieuwboerweg 2A, 1738BB Waarland, registered with the Chamber of Commerce under number 93410557.

Article 1 - General

1. These General Terms and Conditions apply to all contractual relationships in which Kuijpers Technical Services B.V. (hereinafter: "KTS") acts as a (prospective) seller, manufacturer and/or supplier of custom machines, technical designs and project management. The other party is hereinafter referred to as "Client".
2. The applicability of any general terms and conditions of the Client is expressly rejected.
3. This agreement binds the parties to comply with the general terms and conditions insofar as they are not derogated in this agreement. This agreement includes the 'GENERAL TERMS AND CONDITIONS KTS', hereinafter referred to as 'general terms and conditions'. These general terms and conditions are known to the parties. Client has received a copy thereof. The general terms and conditions apply, except insofar as they are expressly derogated in this agreement.

Article 2 - Quotations and Agreements

1. All quotations from KTS are non-binding, unless explicitly stated otherwise. KTS has the right to revoke a quotation within two business days after acceptance.
2. An agreement is only formed after written confirmation by KTS.
3. If KTS begins work without order confirmation, the agreement is deemed to have been concluded in accordance with the terms of the quotation and these General Terms and Conditions.

Article 3 - Payments

1. Unless otherwise agreed, the Client is obliged to pay 50% of the agreed amount upon placing the order and the remaining 50% upon delivery, before transport of the goods.
2. If payment is not made within 14 days after the invoice date, the Client is in default without further notice and interest of 1% per month is due on the outstanding amount.
3. All legal and extrajudicial collection costs are borne by the Client, with a minimum of 15% of the invoice amount and a minimum of €160 excluding VAT per invoice.
4. If the Client does not pay on time, KTS has the right to suspend or terminate the performance of the agreement.

Article 4 - Delivery, Execution and Transfer of Risk

1. Delivery times are indicative, unless a final delivery date is agreed in writing.
2. KTS is not liable for consequential damages resulting from exceeding the delivery period.
3. Unless otherwise agreed, delivery takes place Ex Works (from factory).
4. The risk of the goods passes to the Client at the moment of delivery.
5. If KTS installs materials at the Client's location, the Client is responsible for providing a suitable working environment. Any additional costs due to delays not attributable to KTS will be charged to the Client.

6. Client must inspect the received goods immediately. Complaints about visible defects must be reported in writing within 5 business days after delivery.

Article 5 - Retention of Title

1. KTS retains ownership of all delivered goods until Client has fully complied with all payment obligations.
2. Client may not resell or pledge the goods before full payment has been made.
3. If the Client defaults, KTS has the right to retrieve the goods, whereby Client grants KTS permission to obtain access to the location where the goods are located.

Article 6 - Termination and Force Majeure

1. KTS has the right to terminate the agreement without legal intervention if the Client is declared bankrupt, requests a suspension of payments, or fails to meet its payment obligations in any other way.
2. In case of force majeure, such as strikes, natural disasters, delays by suppliers or legal restrictions, KTS has the right to suspend or terminate the performance of the agreement without compensation.

Article 7 - Warranty

1. KTS guarantees proper functioning of its products for a period of 12 months or 2000 operating hours, whichever is reached first, provided the product is used in accordance with the instructions in our manual. Unless otherwise agreed.
2. The warranty expires if:
 - The goods are not maintained or used in accordance with the instructions. Modifications have been made to the goods without written permission from KTS.
 - The damage results from normal wear and tear or external factors.
 - If a complaint is justified, KTS will at its discretion proceed to repair, replacement or compensation of at most the invoice value of the product in question.

Article 8 - Liability

1. KTS is not liable for indirect damages, such as lost profits, production loss or business damage, unless there is intent or gross negligence.
2. KTS's liability is in all cases limited to the invoice amount of the relevant delivery, with a maximum of €25,000 per incident.
3. Advice and information from KTS are non-binding and do not bind KTS, unless explicitly agreed in writing.

Article 9 - Intellectual Property Rights

1. All designs, drawings, models and technical documentation remain the property of KTS, unless otherwise agreed.
2. Client may not copy, distribute or provide these materials to third parties without written permission from KTS.
3. If Client requests KTS to create a design based on specifications provided by Client, Client indemnifies KTS against all claims by third parties for infringement of intellectual property rights.

Article 10 - Disputes and Applicable Law

1. Dutch law exclusively applies to all agreements between KTS and Client.
2. Disputes will initially be resolved by mutual agreement. If this proves impossible, the dispute will be submitted to the competent court in the region where KTS is established.