

General terms and conditions Article 1 General provisions

1.2. These general terms and conditions apply to everything we do at HOLLANDFELT B.V., including but not limited to offers and agreements between us and our clients, which we refer to as "Client" hereinafter.

1.3. If we deviate from these general terms and conditions, this must be expressly agreed in writing between us and the Client.

1.4. We expressly reject any purchase or other terms and conditions of the Client.

1.5. If one or more provisions in these general terms and conditions are declared invalid, null and void or voidable, the other provisions will remain in force. We will then replace the invalid, void or voidable provisions with new provisions that correspond as much as possible to the invalid, void or voidable provisions.

1.6. The fact that we do not require compliance with one or more provisions of the agreement at any time, including the provisions in these general terms and conditions, does not affect our rights to demand performance by the Client at a later date.

1.7. These general terms and conditions do not apply if we deviate from them in the agreement between us and the Client.

General terms and conditions Article 2 Offers, formation and amendment of the agreement

2.1. At HOLLANDFELT B.V. we do our best to make the best offers to our clients, but all our offers are without obligation, unless we explicitly indicate otherwise in the offer.

2.2. An agreement is only concluded if we and our Client reach an agreement in writing.

2.3. Once we have an agreement, it can only be amended if we reach a written agreement with the Client. For example, we can only agree in writing to changes in the quantity or price of the products or services we provide.

Terms and Conditions Article 3 Prices and payment

3.1 Prices and VAT. All prices quoted by HOLLANDFELT B.V. are exclusive of VAT and other levies imposed by the government, unless explicitly stated otherwise.

Payments must be made including VAT and/or other levies.

3.2 Additional Goods, Works and Services. The prices shall apply only to the goods, services and works specified in the contract.

All goods, work performed and/or services provided by HOLLANDFELT B.V. in addition thereto will be charged separately at prices as applicable on the day of delivery or service.

3.3 Changes in Price. Prices quoted by HOLLANDFELT B.V. are based on the purchase prices, taxes and other such factors applicable at the time of the statement.

If one or more of the aforementioned factors undergo changes after the conclusion of the agreement, HOLLANDFELT B.V. is entitled to change the agreed price.

3.4 Payment Term. All invoices will be paid by the Client according to the agreed payment conditions stated on the invoice.

In the absence of such conditions, the Client must pay within 14 days of the invoice date.

3.5 Default. If the Client does not pay the amounts due within the agreed period, the Client will be in default by operation of law.

The Client will owe the statutory interest on the outstanding amount, without prejudice to its other obligations.

3.6 Costs of recovery. Costs of collection, both judicial and extrajudicial, are for the account of the Client, with a minimum of € 250,-.

3.7 Order of satisfaction

Payments made by the Client are always used to pay, in the first place, all interest and costs due and, in the second place, to invoices that have been outstanding for the longest time.

General terms and conditions Article 4 Complaints

4.1 Objection to invoice

If the Client objects to an invoice from HOLLANDFELT B.V., it must notify us in writing within 8 days of the invoice date. If the Client does not submit a complaint in time, its right to correction of the invoice lapses.

4.2 Consequences of complaint. A complaint from the Client does not suspend its payment obligations. This means that despite the objection, the Client must pay the invoice within the agreed period.

4.3 Duty of investigation of the Client. It is the responsibility of the Client to immediately examine the goods, services and works for visible defects upon receipt. If visible defects are found, the Client must complain about this in writing to HOLLANDFELT B.V. within 8 days of receipt.

4.4 Warranties and Complaints Procedure. In addition to the Client's obligation to complain in a timely manner in the event of visible defects, the Client can also claim guarantees given by HOLLANDFELT B.V.. The complaints procedure drawn up by HOLLANDFELT B.V. and available on the website applies to this.

4.5 Burden of proof in the event of a complaint. In the event of a complaint by the Client, the burden of proof rests with it that the delivered goods do not comply with the agreement. If HOLLANDFELT B.V. considers the complaint to be well-founded, it will repair or replace the delivered goods.

4.6 Limitation period. A complaint from the Client is only valid if it is made within a reasonable period of time. A reasonable period is not mentioned in the law, but in practice a period of 2 months after discovery of the defect is considered reasonable. Complaints submitted after this period will no longer be processed.

General terms and conditions Article 5 Dissolution and termination

5.1 Dissolution by HOLLANDFELT B.V. may, without being obliged to pay any compensation on this basis, dissolve its agreement with the Client in writing with immediate effect and without judicial intervention in whole or in part if:

- a. the Client applies for a suspension of payments or bankruptcy or is declared bankrupt or offers a composition outside bankruptcy, or any part of its assets is seized;
- b. the Client is placed under administration or guardianship;
- c. the statutory debt rescheduling arrangement is pronounced in respect of the Client;
- d. the Client ceases its activities, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality or transfers or merges its business;
- e. the Client does not fulfil one or more obligations arising from the agreement in question, or does not do so on time or properly.

5.2 Effect of Dissolution. The dissolution makes existing mutual claims immediately due and payable.

The provisions of the previous paragraph do not affect the other rights to which HOLLANDFELT B.V. is entitled in the event of a failure to comply with the Client, such as those to claim damages and/or compliance with the agreement.

5.3 Termination by the parties. If, by its nature and content, the agreement does not terminate by means of a specific performance and has been entered into for an indefinite period, it may be terminated by either party by written notice after proper consultation and stating reasons.

If no notice period has been agreed between the parties, a reasonable period of notice must be observed when giving notice.

In that case, HOLLANDFELT B.V. will never be obliged to pay compensation due to termination.

General Terms and Conditions 6.1 Termination or suspension of the agreement

If due to force majeure performance of the agreement without shortcoming is not possible for HOLLANDFELT B.V., it has the right to terminate the agreement in whole or in part or to temporarily suspend the execution of the agreement, without being obliged to pay any compensation.

6.2 Definition of Force Majeure. Force majeure is understood to mean a circumstance that prevents the fulfilment of the agreement and is not attributable to HOLLANDFELT B.V. Examples include strikes and staff illness, operational disruptions, government measures and transport disruptions. Both if they occur at HOLLANDFELT B.V. and at its suppliers.

6.3 Partial Performance. If HOLLANDFELT B.V. has already partially fulfilled its obligations before the occurrence of force majeure, or will only be able to partially meet its obligations due to the occurrence of force majeure, it is entitled to invoice the part already delivered or deliverable separately. The Client is obliged to pay this invoice as if it were a separate agreement.

6.4 Invocation of Force Majeure After Expiry Date. HOLLANDFELT B.V. has the right to invoke force majeure, even if the non-attributable circumstance that prevents the fulfilment of its obligation only occurs after it should have fulfilled its obligation.

General terms and conditions Article 7 Liability

7.1 Limitations on Liability. HOLLANDFELT B.V. is not liable for damage except in the cases described in this article.

7.2 Exclusion of indirect damage. HOLLANDFELT B.V. is not liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

7.3 Limitation of Direct Damages. HOLLANDFELT B.V. is only liable for direct damage resulting from an attributable shortcoming in its obligations under the agreement or from an unlawful act, up to the amount equal to the amounts invoiced or to be invoiced to the Client on the basis of the agreement, excluding VAT and other government levies, up to a maximum of € 10.000,-.

7.4 Conditions of Liability. The liability of HOLLANDFELT B.V. only arises if the Client has given HOLLANDFELT B.V. written and proper notice of default, setting a reasonable period to remedy the shortcoming, and HOLLANDFELT B.V. continues to fail to comply with its obligations imputably even after that period.

7.5 Force Majeure. HOLLANDFELT B.V. is not liable if a shortcoming is the result of force majeure.

7.6 Exception to Limitations. The limitations included in this article do not apply if the damage is the result of intent or gross negligence on the part of HOLLANDFELT B.V. or its managerial subordinates.

7.7 Limitation period. Any liability of HOLLANDFELT B.V. shall lapse after the lapse of one year, counting from the moment the damage occurred, on the understanding that any liability of HOLLANDFELT B.V. shall in any case lapse after the expiry of one year, counting from the end of the agreement to which the damage is most related.

General terms and conditions Article 8 Indemnification

8.1 Indemnification for non-performance of obligations. The Client indemnifies HOLLANDFELT B.V. against all possible claims from third parties that have arisen as a result of the Client's failure to comply with the Client's obligations pursuant to an agreement and these general terms and conditions.

8.2 Indemnification for Damages. The Client further indemnifies HOLLANDFELT B.V. with regard to claims from third parties with regard to damage arising in connection with the execution of an assignment. If the Client is held liable by a third party in respect of damage for which the Client and/or the third party can or will hold HOLLANDFELT B.V. (jointly) liable, the Client must inform HOLLANDFELT B.V. of this in writing within 8 days of the claim by the third party.

8.3 Settlement of Claims. The Client will only settle such claims in consultation with HOLLANDFELT B.V. on pain of forfeiture of the Client's claims against HOLLANDFELT B.V.

General terms and conditions Article 9 Confidentiality

9.1 The parties acknowledge the confidential nature of the information they receive from each other in the context of the agreement. They undertake to keep all confidential information confidential and to use it only for the purpose for which it was provided.

9.2 Confidential information is understood to mean all information, in whatever form, that has been designated as confidential by one of the parties or that can reasonably be assumed to be confidential in nature.

9.3 The parties will take all reasonable measures to protect the confidential information and will not disclose this information to third parties, except to the extent that this is necessary for the execution of the agreement or if they are legally obliged to do so.

9.4 The obligation of confidentiality remains in force even after termination of the agreement.

9.5 If a party is required to provide information to a third party, for example to a government agency or a regulator, the party in question shall notify the other party without undue delay, unless a legal provision prohibits the party in question from notifying the other party.

9.6 In the event of a breach of the confidentiality obligation, the breaching party is liable for the damage suffered by the other party as a result.

General terms and conditions Article 10 Disputes and applicable law

10.1 Dispute Resolution. If disputes arise between the Client and HOLLANDFELT B.V. that cannot be settled amicably, these will be submitted to the competent court in (Place). Both parties will comply with the verdict of this court decision.

10.2 Governing Law. All agreements between the Client and HOLLANDFELT B.V. are governed by Dutch law. Any disputes between the parties will be settled in accordance with Dutch law and case law.