



# Lorrendraaier B.V. – General Terms and Conditions

General Terms and Conditions of Lorrendraaier B.V., established at Haansberg 19, 4874 NJ, in Etten-Leur, the Netherlands, registered with the Chamber of Commerce under number 66646162.

## Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

<i>General Terms and Conditions:</i>	The General Terms and Conditions as stated below.
<i>Lorrendraaier:</i>	Lorrendraaier B.V., registered with the Chamber of Commerce under number 66646162.
<i>Company:</i>	The Client acting in the exercise of a trade or profession.
<i>Consumer:</i>	The Client not acting in the exercise of a trade or profession.
<i>Service:</i>	All work, of whatever form, that Lorrendraaier has carried out for, or for the benefit of, the Client.
<i>Honorarium:</i>	The financial reimbursement that is agreed with the Client for the performance of the assignment.
<i>Assignment:</i>	The contract of instruction to provide services.
<i>Contract:</i>	Any contract entered into between Lorrendraaier and the Client.
<i>Client:</i>	The one who has accepted the validity of these General Terms and Conditions and has purchase the product and/or had given instructions for the provision of the Service. The Client includes both consumers as companies.

## Article 1 Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Lorrendraaier and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Lorrendraaier for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.



If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Lorrendraaier and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Lorrendraaier in writing.

## **Article 2 Offers and/or quotations**

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

All offers and/or quotations are without obligation, unless a period for acceptance is stated in the offer and/or quotation. If in the offer and/or quotation a period for acceptance is stated the offer or quotation will lapse after this period has expired.

Lorrendraaier cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Lorrendraaier is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Lorrendraaier indicates otherwise.

A composite offer and/or quotation does not oblige Lorrendraaier to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

## **Article 3 Formation of the contract**

The Contract comes into being through the timely acceptance by the Client of Lorrendraaier's offer and/or quotation.

## **Article 4 Duration of the contract**

The Client and Lorrendraaier may enter into a Contract for a period of one calendar year.

After the period of one year the contract will be automatically renewed for one calendar year. Before Lorrendraaier will renew the contract for one year, Lorrendraaier will inform the Client about the renewal.

If the Client wants to terminate the contract the Client must inform Lorrendraaier 30 days before the contract is up for renewal.

## **Article 5 Ending of the contract**

Lorrendraaier and the Client can terminate the Contract at any time by mutual consent.



Both the Client and Lorrendraaier are entitled to terminate the Contract at any time, with the observance of a period of notice of 30 days.

## **Article 6 Amendments to the contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Lorrendraaier will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Lorrendraaier will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Lorrendraaier will inform the Client of this in advance.

If a fixed Honorarium, price and/or fee is agreed, then Lorrendraaier will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Lorrendraaier will attempt, as far as possible, to issue a quotation in advance.

Lorrendraaier may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Lorrendraaier.

Amendments to the Contract originally entered into between the Client and Lorrendraaier are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Article 7 Obligations Client**

The Client is obliged to inform Lorrendraaier about any changes regarding postal address, ID-card, passport and/or permanent residence or other changes from which the Client can reasonably expect that is necessary to inform Lorrendraaier.

In addition, if a Client has a permanent residence permit for any of the member states of the European Union and the Client emigrates outside the European Union or changes his nationality, the Client must inform Lorrendraaier.

Any costs related to one of the above changes will be borne by the Client at any time. In addition, the costs for deletion from a register will be borne by the Client at any time.

## **Article 8 Implementation of the contract**

Lorrendraaier will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Lorrendraaier is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Lorrendraaier is entitled to implement the Contract in phases.



If the Contract is implemented in phases, Lorrendraaier is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Lorrendraaier is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, Lorrendraaier is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Lorrendraaier in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Lorrendraaier is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

The applicability of article 7:404 of the Dutch Civil Code is explicitly excluded.

## **Article 9 Prices and fees**

The prices and fees are expressed in euros and regarding the Client in the capacity of Consumer inclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices and fees are expressed in euros and regarding the Client in the capacity of Company exclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices and fees are inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

For shipments abroad extra fees will be charged.

If a fee isn't expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Lorrendraaier.

Lorrendraaier will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

## **Article 10 Amendment of honorarium, prices and fees**

If Lorrendraaier agrees a fixed Honorarium, price and/or fee when the Contract is entered into, then Lorrendraaier is entitled to increase this Honorarium, price or fee, also when the Honorarium, price or fee is not originally specified provisionally.

If Lorrendraaier has the intention of amending the Honorarium, price and/or fee, they will inform the Client of this as soon as possible.

If the increase of the Honorarium, price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:



- the increase arises from a right of Lorrendraaier or an obligation resting upon Lorrendraaier in accordance with the law;
- the increase is due to a rise in the price of wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Lorrendraaier is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium, price or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Lorrendraaier will inform the Client in the event of the intention to increase the Honorarium, price or the fee, stating the extent of the increase and the date upon which it will take effect.

### **Article 11 Delivery documents**

This article will only apply to the Client in the capacity of Consumer.

Delivery takes place by making the goods available to the Client. After the delivery the risk of the good will be transferred to the Client. Delivery takes place at the address given by the Client.

### **Article 12 Implementation periods**

The work will be carried out within a period stated by Lorrendraaier.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If Lorrendraaier needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Lorrendraaier.

If an implementation period is exceeded, the Client must issue Lorrendraaier with a written notice of default, whereby Lorrendraaier will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Lorrendraaier will not meet its obligations arising from the Contract. If Lorrendraaier does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

### **Article 13 Payment**

Payment will take place by means of transfer to a bank account specified by Lorrendraaier, unless agreed otherwise. Transfer will take place by means of an invoice.



Payment can be made both in advance and afterwards.

Payment afterwards must be made within 14 days of the invoice date, in a manner to be specified by Lorrendraaier and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 14 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Lorrendraaier and the obligations of the Client towards Lorrendraaier are immediately claimable.

#### **Article 14 Collection costs**

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client.

With regard to the extrajudicial (collection) charges, Lorrendraaier is entitled, in so far as the Client act in the capacity as a Company, in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree, to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

With regard to the extrajudicial (collection) charges, Lorrendraaier is entitled, in so far as the Client act in the capacity as a Consumer, to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree.

In so far as the Client act in the capacity as a Consumer, Lorrendraaier is only entitled to a reimbursement of extrajudicial collection charges after the Lorrendraaier sends the client a reminder to pay within 14 days the outstanding invoice or invoices after the client came into default.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

#### **Article 15 Retention of title**

All items supplied by Lorrendraaier within the framework of the Contract remain the property of Lorrendraaier until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.

Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.



For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

### **Article 16 Suspension**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Lorrendraaier is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Lorrendraaier is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Lorrendraaier becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Lorrendraaier.

Lorrendraaier reserves the right to claim compensation.

### **Article 17 Termination**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Lorrendraaier is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Lorrendraaier is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Lorrendraaier becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Lorrendraaier can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Lorrendraaier;



- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Lorrendraaier become immediately due and payable.

If Lorrendraaier terminates the Contract on the above-mentioned grounds, Lorrendraaier is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Lorrendraaier.

### **Article 18 Force majeure**

Breaches may not be attributed to Lorrendraaier or the Client if Lorrendraaier or the Client are not at fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Lorrendraaier can exercise no influence and through which Lorrendraaier is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation, law amendments or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Lorrendraaier cannot be reasonably sought by the Client.

Lorrendraaier is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Lorrendraaier should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Lorrendraaier and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Lorrendraaier reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of





permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Lorrendraaier has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Lorrendraaier is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

### **Article 19 Guarantee**

Lorrendraaier accordingly guarantees that the work carried out by them conform the Contract and will be properly carried out with good workmanship and using proper materials.

The guarantee stated in these General Terms and Conditions applies to usage within and outside the European Union.

No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Lorrendraaier provide any guarantee for damage arising as a result of these defects.

The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Lorrendraaier. These circumstances include weather conditions.

### **Article 20 Examination and claims**

The Client is obliged to examine the Service at the moment of performance, but in any case within 5 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common within the trade.

Visible defects and shortcomings have to be reported within 5 working days after the performance of the Service in writing to Lorrendraaier.

The payment obligation will not be suspended if the Client reports the defect to Lorrendraaier within the prescribed period.

### **Article 21 Liability**

The implementation of the Contract is entirely at the risk and responsibility of the Client. Lorrendraaier is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Lorrendraaier.

The liability of Lorrendraaier is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.

Lorrendraaier is not liable for damage, of whatever nature, resulting from Lorrendraaier basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Lorrendraaier.

All penalties and consequences of measures related to the documents, certificates and licenses provided to the Client are at risk and responsibility of the Client.



Lorrendraaier is not liable for damage, of whatever nature, resulting from changes in the legislation, unless the law mandatorily prescribes otherwise.

If Lorrendraaier is liable for any damage, then the liability of Lorrendraaier is limited to an amount of € 10.000,-, or to the amount to which the insurance taken out by Lorrendraaier gives entitlement, with the deduction of the policy excess borne by Lorrendraaier under the terms of the insurance.

The Client must report the damage for which Lorrendraaier can be held liable to Lorrendraaier as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Lorrendraaier lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

### **Article 22 Indemnity**

The Client indemnifies Lorrendraaier against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Lorrendraaier may be sued for this reason, then the Client is bound to provide Lorrendraaier with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Lorrendraaier and third parties will be at the expense and risk of the Client.

### **Article 23 Limitation period**

In departure from the legal limitation period, a limitation period of one year applies to all claims against Lorrendraaier and any third parties brought in by Lorrendraaier.

### **Article 24 Intellectual property**

Lorrendraaier reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Lorrendraaier reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

### **Article 25 Confidentiality**

Both Lorrendraaier and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

### **Article 26 Privacy and cookies**

Lorrendraaier will store the details and information that the Client provides to Lorrendraaier carefully and confidentially.

Lorrendraaier may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.



Lorrendraaier can collect information on the use of its website by the Client through cookies.

The information that Lorrendraaier collects through cookies can be used for functional and analytical purposes.

Lorrendraaier is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

If Lorrendraaier is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and Lorrendraaier cannot claim a legal right of immunity, or such a right is not recognised or permitted by the competent court in this respect, then Lorrendraaier is not liable to pay compensation or grant indemnification. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.

The Client agrees that Lorrendraaier may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Lorrendraaier reserves the right to utilise the other details of the Client in anonymous form for (statistical) research and databases.

### **Article 27 Newsletter**

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest news and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing or through a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

### **Article 28 Interpretation, translation**

As well as this version of these General Terms and Conditions, there are four other versions of the General Terms and Conditions, translated into French, Spanish, Italian and Portuguese.

The English version of the General Terms and Conditions of Lorrendraaier is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the versions, then the English version of the General Terms and Conditions will prevail.

### **Article 29 Complaints procedure**

If the Client has a complaint the Client can file complaints per e-mail to Lorrendraaier.

The Client has to file a complaint with Lorrendraaier within two weeks after the Client took knowledge of the complaint.

Lorrendraaier treats all complaints confidentially.

Lorrendraaier will strive to solve the complaint within 14 working days.



### **Article 30 Amendment of the general terms and conditions**

Lorrendraaier is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contracts that are already concluded.

Lorrendraaier will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

### **Article 31 Applicable law, disputes**

Dutch law is exclusively applicable to all legal relationships to which Lorrendraaier is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Lorrendraaier and the Client will only be submitted to the competent court in the Netherlands district, unless the law mandatorily prescribes otherwise.

### **Article 32 Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 66646162.