

These General Terms and Conditions are applicable to the performance of work and/or the provision of services by KeJe horren en insectenwering (Registration No. 39093283), KeJe raamdecoraties (Registration No. 52098451), and KeJe montage (Registration No. 39093281), all located at De Boorn 3 8253 RA in Dronten, The Netherlands; hereinafter referred to as: "KeJe".

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Article 1. General.

1. These General Terms and Conditions are hereinafter referred to as: "the Conditions" and form part of every quote or offer made by and agreement concluded with KeJe relating to the sale of products to dealers, suppliers and/or other parties, hereinafter referred to as: the "Contracting Party", the performance of related work, including assembly and/or the provision of services and advice, unless KeJe and the Contracting Party have agreed otherwise in writing. If one or more articles of these Conditions are wholly or partially invalid or nullified as a result of statutory measures and/or a court decision, this shall not affect the applicability and validity of the remaining conditions.
2. These Conditions take precedence over the general or purchase terms and conditions of the Contracting Party, unless they are expressly deviated from by both parties and these deviations have been laid down in writing in the Agreement(s). Any reference to the terms and conditions of the Contracting Party to its own terms and conditions will not be accepted by KeJe. Apart from and in addition to the above, these Conditions will also apply if the Contracting Party has accepted their validity in previous agreements with KeJe. The Contracting Party accepts the applicability of these Conditions to all future transactions with KeJe. The Conditions will, if possible, expressly be made available to the Contracting Party electronically or in hard copy.
3. If the distance agreement is concluded electronically, the text of these Conditions may be made available to the Contracting Party electronically in such a way that it can be easily stored by the Contracting Party on a permanent data carrier. If this is not reasonably possible, it will be stated before the distance agreement is concluded where the Conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge upon the Contracting Party's request.
4. In these Conditions, the term Agreement may also refer to an order or an order confirmation.
5. If, in addition to these Conditions, specific product or service terms and conditions apply, the second and third paragraphs shall apply mutatis mutandis, and in case of conflicting terms and conditions, the Contracting Party may always invoke the applicable provision that is most favourable to it.
6. When performing the work KeJe may process personal data of and on the instructions of the Contracting Party. KeJe has adopted privacy regulations and data processing conditions for this purpose. These documents are separate from these Conditions. The data processing

conditions form an inseparable part of these Conditions.

Article 2. Offer and Quote

1. All offers made by KeJe can be accepted by the Contracting Party during a period of fourteen days after the date of the offer, unless otherwise stated in the offer. Quotes are based on the performance of the Agreement under normal conditions and on working days from 8 a.m. to 5 p.m.
2. All data and calculations included in the offer and/or Agreement are as accurate as possible and refer specifically to the requested product. No rights may be derived from the data provided by KeJe.
3. All products sold by KeJe are custom-made to the Contracting Party's requirements.
4. All prices quoted by KeJe in the quote and or offers are exclusive of value added tax, unless expressly stated otherwise.
5. Quotes and calculations are the property of KeJe and may not be passed on to third parties or otherwise disclosed without its consent.
6. KeJe's offer(s) and quotes are without obligation. KeJe may still revoke its quote and/or offer until shortly after receipt of the acceptance, unless the offer contains a deadline for acceptance and this deadline has not yet expired.
7. The content of all documents, such as drawings, descriptions or specifications, is customised and therefore as accurate as possible, but is not binding.
8. If no Agreement is concluded on the basis of documents provided, the Contracting Party must return all KeJe documents at its own expense and risk to KeJe's address.

Article 3. Agreements

1. KeJe only concludes written Agreements. An Agreement is deemed to have been concluded either the moment when the parties have signed the Agreement or on the day on which KeJe has sent (or e-mailed) the written order confirmation. If the Contracting Party has not informed KeJe within two days that it objects to the order confirmation, the confirmation will be assumed to truly and fully reflect the Agreement. If the Contracting Party cancels the order after two days, all costs will be charged to the Contracting Party, as all work to be performed is customised. Any changes to the Agreement must also be in writing.
2. Additional work is deemed to be everything that is delivered by KeJe in consultation with the Contracting Party, its representative or authorised representative, whether or not laid down in writing, during the performance of the Agreement in excess of the quantities expressly specified in the order confirmation, or that is performed by KeJe in addition to the work specified in the order confirmation.
3. Promises made by and agreements with subordinates of KeJe are not binding on KeJe unless subsequently confirmed by KeJe in writing.

Article 4. Orders

1. The order comprises the entire work as defined in the quote and/or order confirmation.
2. Additional or less work shall be agreed separately between the parties before completing the work, and subsequently calculated. Additional work is deemed to be everything that KeJe performs in excess of what was initially agreed. KeJe is also entitled to compensation for the additional work it has performed if this has not been agreed in writing with the Contracting Party as agreed in Article 3(2).
3. If at any time it appears that it is necessary for KeJe to carry out additional work in order to properly perform the Agreement, and which is not provided for in the Agreement, it will consult with the Contracting Party. If the Contracting Party does not want to give KeJe an order for this additional work or if it appears that no Agreement will be reached on the conditions subject to which this work will be performed, KeJe will be entitled to cancel the Agreement concluded with the Contracting Party. In that case KeJe will be entitled to demand compensation for the loss it has suffered as a result of the cancellation.

4. All products will be delivered and/or services will be provided by KeJe at the time or within the period specified in the Agreement or order confirmation. If not all information has been received in time, KeJe will set a new delivery date.
5. If KeJe exceeds the delivery time, this shall not be considered a breach of contract and shall not entitle the Contracting Party to cancel the Agreement and/or to claim compensation, by it or by third parties.
6. KeJe reserves the right to deliver its services or products in partial deliveries.

Article 5 - Delivery and Performance

1. KeJe will take the greatest possible care when taking receipt of and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery will be the address that the Contracting Party has stated to KeJe.
3. Subject to what is provided in this respect in Article 4 of these Conditions, KeJe will perform all accepted orders with due speed but at the latest within 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order cannot be executed or can only be partially executed, the Contracting Party will be informed of this within 30 days after the order was placed. In that case, the Contracting Party has the right to cancel the Agreement free of charge and may be entitled to compensation.
4. After the Agreement is cancelled in accordance with the previous paragraph, KeJe will immediately refund the amount the Contracting Party has already paid.
5. The risk of damage to and/or loss of products rests with KeJe until the time of delivery to the Contracting Party or a representative designated in advance and made known to KeJe, unless expressly agreed otherwise.

Article 6. Returns, Repairs and Assembly

1. Repairs will be carried out at the normally applicable rates unless otherwise agreed.
2. If assembly takes place by the Contracting Party, this shall be performed at the expense and risk of the Contracting Party.
3. The Contracting Party undertakes to properly pack any product(s) to be returned. If the returned products are improperly packed, the Contracting Party is responsible for any damage caused.
4. KeJe is entitled to make use of third parties in the performance of the work.
5. All goods given to KeJe for repair, as well as any parts thereof, whether or not these are the property of the Contracting Party, will be insured during the period they are in KeJe's care.
6. KeJe will only provide replaced materials or goods to the Contracting Party if this was specifically requested upon placing the order. In the absence of such request, these replaced materials and goods will become KeJe's property, without the Contracting Party being entitled to any compensation.
7. If delivered products have to be replaced due to a fault on the part of KeJe, it may be agreed that these products will be collected by KeJe and any amount already paid in this respect will be refunded to the Contracting Party. If the delivered products need to be replaced due to a fault on the part of the Contracting Party, the Contracting Party can make use of the goodwill scheme.

Article 7. Conformity, Compliance, and Warranty

1. KeJe warrants that the products and/or services will comply with what is specified in the Agreement.
2. Warranty means an obligation on the part of KeJe, its supplier, importer or manufacturer to grant the Contracting Party certain rights or claims beyond what they are legally obliged to offer in the event KeJe fails to fulfil its part of the Agreement.
3. If and to the extent that the Contracting Party and KeJe have agreed on any warranty, the Contracting Party may only and solely require KeJe to comply with that/those warranty/warranties.

4. The warranty period for delivered products is two years, and five years for paint work of delivered products. After this period, the warranty can no longer be invoked.
5. If replacement and/or repair is not possible in KeJe's opinion, KeJe shall in no event be obliged to offer more than reimbursing the relevant invoice amount.
6. Complaints about visible defects must be submitted by the Contracting Party to KeJe in writing within 14 days of delivery.
7. The warranty may only be invoked if the Contracting Party has fulfilled its obligations under the Agreement, and therefore if all requirements, directions for use and other instructions relating to the delivered goods have been complied with.
8. Fulfilment of the warranty obligation by KeJe shall constitute sole and full compensation.
9. If the Contracting Party or user fails to take measures to limit the defect of the product or makes changes or repairs to the product itself, the Contracting Party or user loses any right to complain, compensation or warranty towards KeJe.
10. KeJe makes every effort to fulfil the Agreement concluded with the Contracting Party to the best of its abilities.
11. KeJe has a best endeavours obligation under the Agreement concluded with the Contracting Party with regard to assembly, and an obligation of result with regard to the delivery of products.
12. The Contracting Party guarantees that no circumstances will occur that prevent or hinder a timely and correct performance by KeJe. Should such circumstances nevertheless occur, KeJe will not be liable for these in any way and the Contracting Party will be required to reimburse any additional costs and/or damage incurred by KeJe.
13. KeJe endeavours to perform its work as much as possible within the periods agreed with the Contracting Party. However, the agreed periods and times are not strict deadlines within the meaning of Article 6:83 sub a of the Dutch Civil Code.
14. If KeJe fails to meet an agreed delivery period or time due to force majeure, the Contracting Party will in no event be entitled to any compensation. Nor may it suspend or rescind its obligations under or related to the Agreement in that case.
15. If KeJe is temporarily unable to fulfil its obligations due to force majeure, it may suspend them; if KeJe is permanently unable to fulfil its obligations due to force majeure, it may terminate the Agreement by means of a written notification.

Article 8. Retention of Title

1. Ownership of the delivered goods does not pass to the Contracting Party until the Contracting Party has fully paid everything it owes KeJe in respect of the deliveries or work.
2. Where appropriate, KeJe will be entitled to gain unobstructed access to the product. The Contracting Party agrees to cooperate with KeJe to enable KeJe to exercise the retention of title referred to in paragraph 1 by repossessing the product, including any dismantling required for that purpose.
3. KeJe will retain title to all goods sold and delivered by KeJe to the Contracting Party for as long as the Contracting Party has not paid all amounts due under the Agreement or previous or subsequent similar agreements, and for as long as the Contracting Party has not yet paid the work performed or to be performed under these or similar agreements, and for as long as the Contracting Party has not yet paid any amounts KeJe is entitled to due to failure to fulfil such obligations, including fines, interest and costs, all this as referred to in Article 3:92 of the Dutch Civil Code.
4. Any goods delivered by KeJe 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.
5. The Contracting Party may not pledge or otherwise encumber goods that are subject to retention of title.
6. The Contracting Party hereby now for then unconditionally and irrevocably authorises KeJe or a third party to be appointed by KeJe to enter all places where its goods are located and to remove those goods from there in all instances in which KeJe wishes to exercise its rights

of ownership.

7. The Contracting Party is obliged to inform KeJe as soon as may reasonably be expected if third parties have any goods attached that are delivered subject to retention of title or wish to establish or assert rights to them.
8. The Contracting Party undertakes to insure and keep insured all goods delivered subject to retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection by KeJe upon KeJe's first request.

Article 9. Liability

1. KeJe's liability for direct damage caused by a defect to a good or service delivered by KeJe, if and insofar as this is established, will be limited to the invoice amount for that part of the Agreement that relates to the good or service to which the liability applies in that case.
2. KeJe will in no event be liable for indirect and/or consequential damage, including but not limited to immaterial damage, personnel costs, financial and/or commercial loss, loss of profit, loss of use, loss of clients, payments owed to third parties, costs resulting from loss of data, trading loss, loss of turnover, damage to image, environmental damage, personal injury.
3. In the event of force majeure, the performance of the obligations under the order will be suspended in full or in part for the duration of the force majeure situation, without KeJe being obliged to pay any compensation in this regard.
4. Extraordinary circumstances, including storm damage and other natural disasters; hindrance by third parties; full or partial strikes; riots; war or risk 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 Contracting Party; non-delivery or late delivery of goods by KeJe's suppliers; export 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 used by KeJe or that of third parties; the imposition of levies or other government measures that result in a change in the actual circumstances, constitute force majeure for KeJe, which releases KeJe from its obligation to deliver or execute the order, without the Contracting Party being entitled to any compensation of any kind or nature. In these or similar cases, KeJe shall be entitled, at its sole discretion, to either cancel the Agreement or the order, or to suspend or modify it, until the extraordinary circumstances no longer exist. KeJe will notify the Contracting Party if a force majeure situation has arisen, and will submit the necessary documentary evidence of this.
5. KeJe will not be not liable for any damage to vehicles or other objects caused by an improper use of the products.
6. In all cases, the Contracting Party will first offer KeJe the opportunity to repair any defect or to perform the processing again within a reasonable period of time. The Contracting Party must notify KeJe of any defect within fourteen days of becoming aware of it; if the Contracting Party fails to do so, any claims of the Contracting Party will not be accepted.
7. The Contracting Party may only invoke the obligations under this article if the Contracting Party has fulfilled all its obligations towards KeJe.
8. KeJe will in no event be liable for any costs, damage or 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 Contracting Party; acts or omissions on the part of the Contracting Party, its subordinates, or other persons employed by or on behalf of the Contracting Party at the Contracting Party or elsewhere; failure to meet the delivery term; performance of the Agreement in accordance with drawings or designs made by KeJe on the instructions of the Contracting Party.
9. KeJe may in no event be held liable for consequential damage caused by work performed by KeJe employees and/or third parties engaged by KeJe to perform work.
10. The Contracting Party will be liable for any third-party damage if reports/documents have been used by people other than the Contracting Party for a different purpose than for which

the Agreement between the parties was concluded.

11. The limitations of liability set out in this article do not apply to loss or damage caused by the intent or gross negligence on the part of KeJe or its subordinates.
12. In all cases, KeJe's liability will be limited to fulfilling its obligations as described in this article. In the event that KeJe is liable to pay compensation, this will be capped at the invoice amount.

Article 10. Defects

1. Complaints with regard to directly observable and non-directly observable defects must be submitted in writing, together with a description of the defect, to KeJe immediately upon discovery, and no later than within fourteen days following the actual transfer and delivery of the goods to the Contracting Party. After KeJe has been duly notified, it will be considered to what extent the defect falls within the terms of the stated warranty applicable to the delivered product. If the said deadlines are exceeded, any claim against KeJe in respect of the defects in question will lapse. Legal action in this regard must be brought within 1 year after the timely submission of the complaint.
2. All complaints will be handled within a reasonable period of time. If KeJe finds a complaint about delivered products to be correct, KeJe will be given the necessary time to replace or repair the products.

Article 11. Suspension and Cancellation

1. If performance of the Agreement is prevented due to 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 any liability on the part of KeJe to pay any compensation.
2. If the Contracting Party fails to fulfil, or to fulfil properly or on time, any obligation arising for it under an Agreement concluded with KeJe or under a related agreement, or if there are good reasons to fear that the Contracting 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 Contracting Party's business, including the assignment of a major part of its debts, KeJe will 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 obliged to pay any compensation or provide any guarantee and without prejudice to its other rights.
3. During the suspension KeJe will be entitled, and at the end thereof shall be obliged, to opt either for performance or for full or partial termination of the suspended Agreement(s).

Article 12. Price and Payment

1. All prices quoted by KeJe are exclusive of value added tax and other government charges applicable to the delivery. All prices are based on the price-determining factors as they apply at the time when the offer was made or the order was confirmed. Unless otherwise agreed by the parties in writing, KeJe sets its prices according to the indicators used by KeJe at that time.
2. KeJe is entitled to change its rates. In case of a wage or price measure taken by or pursuant to the law, and/or in accordance with the provisions of Statistics Netherlands, KeJe may declare the rate change effective as from the first day of the month following the month in which the measure was taken. If necessary, rate increases will be communicated to the Counterparty in writing and will apply to the work to be performed thereafter.
3. 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 Contracting Party or to cancel the offer and/or the Agreement and to terminate it in full or in part without judicial intervention or liability for damage.

4. All payments are due, without any deduction, in the manner specified by KeJe. Any claim by the Contracting Party of setoff is excluded.
5. Payment of (advance) invoices sent by KeJe is due within thirty days of the date thereof, unless otherwise stated. If this payment term is exceeded, the Contracting Party is in default, without prior notice of default being required, and will owe KeJe interest equal to the statutory commercial interest rate (as referred to in Article 6:119a of the Dutch Civil Code) plus 2% on the amount of the outstanding (advance) invoice.
6. If KeJe has not received payment, whether or not after sending a payment reminder, it will be entitled to immediately hand over its claim for collection, in which event the Contracting Party will additionally owe all related costs, plus value added tax. In addition to the purchase price and interest, KeJe will also be entitled to claim from the Contracting Party all judicial and extrajudicial collection costs incurred as a result of the late payment that KeJe is forced to incur to collect its claim.
7. All payments made by the Contracting Party always first serve to pay any costs and interest due (in that order) and subsequently to pay off principal sums, whereby the oldest debts are paid off first.
8. All payments must be made, without deduction or set-off, to the accounts specified by KeJe or at KeJe's offices.
9. Unless otherwise provided in the Agreement or in additional terms and conditions, all amounts due by the Contracting Party are payable within fourteen days of delivery of the product.
10. If the Contracting Party fails to fulfil its payment obligation(s) on time, it will owe statutory interest on the amount still due after KeJe has sent a reminder and has granted it a period of fourteen days to fulfil its payment obligations as yet, and KeJe will be entitled to charge the extrajudicial collection costs it has incurred. These collection costs will not exceed: 15% on the outstanding amounts up to €2,500; 10% on the next €2,500, and 5% on the next €5,000, with a minimum of €40.

Article 13 - Complaints

1. KeJe has a complaints procedure and handles any complaints in accordance with this complaints procedure.
2. Any complaints regarding the performance of the Agreement must be submitted to KeJe, together with a full and clear description, within a reasonable period (5 days) after the Contracting Party has discovered the defects.
3. KeJe will respond to all submitted complaints within 14 days of the date of receipt. If a complaint requires more time to process, KeJe will inform the Contracting Party of this.
4. KeJe will try to resolve the complaint in mutual consultation within four weeks.

Article 14. Disputes and Applicable Law

1. All Agreements between KeJe and the Contracting Party (or Parties) to which these Conditions apply are governed exclusively by and will be interpreted in accordance with Dutch law.
2. A dispute exists if either party identifies an issue as a dispute and has notified the other party of this in writing.
3. The parties will initially try and settle a dispute in mutual consultation. The parties may subsequently decide to submit a dispute referred to in the first paragraph for mediation. The cost of mediation and any administrative support will be payable by both parties on an equal basis.
4. If the parties do not unanimously decide to submit the dispute for mediation, the dispute will be settled by the competent court in the district of Midden Nederland.
5. In case of doubt about the interpretation of the provisions of these Conditions, the objectives on which they are based will be leading.