

General Terms and Conditions

Soons Zonwering B.V.

Article 1. Definitions

- 1.1. In these general terms and conditions, the following capitalised terms are used with the meanings set out below, unless expressly indicated otherwise or the context requires otherwise:
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| Customer: | the organisation, legal entity or natural person acting in the exercise of their profession or business who has entered into, or wishes to enter into, an Agreement with Soons Zonwering B.V., or who has requested a quotation from Soons Zonwering B.V.; |
| Location: | the location where Soons Zonwering B.V. carries out or is to carry out work on behalf of the Customer; |
| Maintenance Contract: | the maintenance contract between the Parties; |
| Delivered Items: | the Products including Works that Soons Zonwering B.V. has delivered to the Customer; |
| Agreement: | the agreement between the Parties, such as a purchase agreement or a Maintenance Contract; |
| Parties: | Soons Zonwering B.V. and the Customer; |
| Product: | the product that Soons Zonwering B.V. supplies or has supplied under the Agreement; |
| Soons Zonwering B.V.: | the user of these general terms and conditions: Soons Zonwering B.V., having its registered office at Withuisveld 34, 6226 NV in Maastricht, registered in the trade register of the Chamber of Commerce under KvK number 14634855; |
| In Writing: | in writing or by email; |
| Works: | the installation and/or assembly works that Soons Zonwering B.V. has carried out or is to carry out under the Agreement. |
- 1.2. Unless the context requires otherwise, defined terms in the singular also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions apply to all quotations issued by Soons Zonwering B.V., to all Agreements and to all other legal acts between the Parties.
- 2.2. Deviations from these general terms and conditions shall only be valid if expressly agreed in writing with Soons Zonwering B.V.
- 2.3. These general terms and conditions also apply to subsequent Agreements. A Customer with whom an Agreement was previously concluded under these general terms and conditions shall be deemed to have agreed to the applicability of these general terms and conditions to Agreements concluded with Soons Zonwering B.V. at a later date.
- 2.4. If one or more of the provisions of these general terms and conditions are void or are voided, the remaining provisions of these general terms and conditions shall remain fully applicable. Soons Zonwering B.V. shall replace the void or voided provisions, taking into account, as far as possible, the purpose and intent of the original provision(s).
- 2.5. The fact that Soons Zonwering B.V. does not always require strict compliance with these general terms and conditions does not mean that its provisions do not apply, nor that Soons Zonwering B.V. thereby loses the right to require strict compliance with the provisions of these general terms and conditions in other cases.
- 2.6. Soons Zonwering B.V. reserves the right to amend these general terms and conditions and to declare the new general terms and conditions applicable to the existing Maintenance Contract. The Customer shall be notified in writing at least 2 months prior to the entry into force of the new general terms and conditions, and of the date of entry into force.

Article 3. Quotations and prices

- 3.1. Each quotation from Soons Zonwering B.V. is without obligation.
- 3.2. The quotation is valid for a period of 30 days.
- 3.3. The Customer warrants the accuracy and completeness of the requirements, specifications and other information provided by or on behalf of the Customer to Soons Zonwering B.V., on which Soons Zonwering B.V. bases its quotation. If it transpires that the requirements and/or specifications and/or other information provided by the Customer are incorrect or incomplete, this may result in additional costs being charged to the Customer.
- 3.4. A composite price quotation does not oblige Soons Zonwering B.V. to perform part of the Agreement against a corresponding part of the quoted price.
- 3.5. Obvious mistakes or errors, such as clerical errors, in emails or quotations shall not bind Soons Zonwering B.V.
- 3.6. Quotations, prices and rates do not automatically apply to future Agreements.

Article 4. Formation of the Agreement

- 4.1. The Agreement is formed at the moment the Customer has signed the quotation or engagement confirmation and Soons Zonwering B.V. has received this signed quotation or engagement confirmation back from the Customer.
- 4.2. The Agreement for maintenance is formed at the moment the Parties have signed the contract.
- 4.3. Cancellation of the Agreement for the purchase of Products is not possible.

Article 5. Rate changes

- 5.1. Soons Zonwering B.V. reserves the right to adjust its rates and to declare the adjusted rates applicable to the existing Maintenance Contract. If Soons Zonwering B.V. adjusts its rates, Soons Zonwering B.V. shall notify the Customer in writing of the new rates and of the date on which the new rates take effect, at least 2 months prior to that date.

Article 6. Performance of the Agreement

- 6.1. Soons Zonwering B.V. shall perform the Agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
- 6.2. In the performance of the Agreement, Soons Zonwering B.V. has the right, without notice to the Customer, to engage third parties, to procure goods from third parties, to obtain services from third parties, and to have the Agreement performed wholly or partly by third parties.
- 6.3. Soons Zonwering B.V. is never responsible for the condition or quality of existing work to or on which Works are to be carried out or have been carried out.

Article 7. Responsibilities of the Customer

- 7.1. The Customer shall ensure that all information that Soons Zonwering B.V. specifies as necessary, or which the Customer should reasonably understand to be necessary for the performance of the Agreement, is provided to Soons Zonwering B.V. in good time.
- 7.2. If the information supplied by the Customer is incomplete and/or incorrect, this shall be entirely at the Customer's expense and risk.
- 7.3. The Customer is obliged to inform Soons Zonwering B.V. without delay of facts and circumstances which may be relevant in connection with the performance of the Agreement.
- 7.4. If the Products are to be printed, the Customer is responsible for ensuring that the text and/or image to be printed is supplied in good time in accordance with the file format communicated by Soons Zonwering B.V. to the Customer in advance.
- 7.5. The Customer shall ensure in good time that:
 - a. the Location is accessible to Soons Zonwering B.V. at the agreed time;
 - b. the Location is free of obstacles and can be reached without obstacles;
 - c. the Location is suitable for the performance of the Works;
 - d. Soons Zonwering B.V. has sufficient space to perform the Works;
 - e. items that could be damaged during the performance of the Works have been removed;
 - f. Soons Zonwering B.V. has all information about the Location that is or may be relevant to Soons Zonwering B.V. in connection with the performance of the Works;
 - g. Soons Zonwering B.V. can perform the Works at the Location without disturbance.

- 7.6. The Customer is responsible for the condition of the building and the Location where, and for the condition of the installation to which, the Works are carried out, as well as for circumstances that prevent or seriously impede the performance of the Works. The Customer is obliged to warn Soons Zonwering B.V. and its personnel of dangerous situations in good time.
- 7.7. The Customer shall ensure that Soons Zonwering B.V. has access at the Location, in good time, free of charge and with a guarantee of supply, to the necessary utilities.
- 7.8. The Customer warrants that the access roads to the Location are suitable for the means of transport used by Soons Zonwering B.V. to transport the Products. If the access roads are (temporarily) unsuitable for this purpose or are closed, the Customer must notify Soons Zonwering B.V. thereof, and the Parties shall consult with each other to reach a solution. Any additional costs that Soons Zonwering B.V. is required to incur as a result shall be charged to the Customer.
- 7.9. Obtaining permits/permissions for the performance of the Works in good time is the responsibility of the Customer. The costs thereof shall be borne by the Customer.
- 7.10. To the extent that the Customer has undertaken, in connection with the performance of the Agreement, to supply certain materials, to have certain works carried out, and/or to make available tools and/or other items, the Customer is responsible for supplying, having carried out and/or making available the same in good time and correctly.
- 7.11. It is the Customer's responsibility that existing work to or on which Works are to be carried out is free of defects and is suitable for the Works.
- 7.12. The Customer is obliged to use the Delivered Items solely in accordance with the instructions for use, the instructions given, and the purpose for which the Delivered Items are intended.
- 7.13. If, due to the Customer's actions, the Products cannot be installed within 6 weeks after the Products are ready, Soons Zonwering B.V. has the right to charge the Customer storage costs.
- 7.14. If, for whatever reason, the Customer does not take delivery of the Products, the Customer shall remain liable for the full price of the Products.
- 7.15. The Customer indemnifies Soons Zonwering B.V. against any claims by third parties who suffer loss in connection with the performance of the Agreement, where such loss is attributable to a party other than Soons Zonwering B.V.
- 7.16. If the Customer fails to fulfil, fails to fulfil in good time, or fails to fulfil in full, its obligations towards Soons Zonwering B.V. arising from the Agreement, these general terms and conditions, or law or regulation, or if the Customer acts unlawfully towards Soons Zonwering B.V., or if the Location does not have the characteristics that the Customer has communicated to Soons Zonwering B.V. or which Soons Zonwering B.V. assumed when drawing up the quotation, the Customer shall be liable for all loss thereby suffered by Soons Zonwering B.V., including additional costs incurred and labour time.
- 7.17. Where 2 or more Customers have jointly given an order to Soons Zonwering B.V., those Customers shall be jointly and severally liable for the fulfilment of the obligations arising from the Agreement, and in particular for payment of the amounts owed to Soons Zonwering B.V. in connection with the performance of the Agreement.

Article 8. Performance period

- 8.1. The agreed period for the performance of the Agreement shall not commence before Soons Zonwering B.V. has received all information and data necessary for that purpose and has also received the agreed instalment payment. Soons Zonwering B.V. is not obliged, but is entitled, to commence performance of the Agreement at an earlier date.
- 8.2. The performance period, which has been determined to the best of its knowledge and shall be observed as far as possible, is not a strict deadline. In the event of (anticipated) exceedance of the performance period, the Parties shall consult with each other. In the event the performance period is exceeded, for whatever reason, Soons Zonwering B.V. shall never be liable for any loss thereby suffered by the Customer or third parties.

Article 9. Additional work and extra costs

- 9.1. Soons Zonwering B.V. has the right to charge extra costs, such as extra labour hours and the purchase of extra materials, to the Customer if:
- a. the Agreement is extended or amended at the Customer's request;
 - b. there is waiting time or delay caused by the Customer's failure to fulfil its obligations, or caused by third parties engaged by the Customer;
 - c. there are unforeseen circumstances that lead to extra costs and/or extra work for Soons Zonwering B.V.;
 - d. Soons Zonwering B.V. is required to carry out extra work because the Customer has not fulfilled its obligations as described in Article 7.

Article 10. Delivery

- 10.1. At the point of delivery, a person authorised to sign on behalf of the Customer must be present at the Location to sign the installation report. If no such authorised person of the Customer is present at the Location at the time of

delivery, this shall be at the Customer's risk, and the Customer shall be deemed to have accepted the Delivered Items at the moment the Works are completed.

Article 11. Warranty and managing complaints

- 11.1. Unless the Parties have agreed otherwise In Writing, the following warranty applies to the Products:
- a. on motors and associated controls, switchgear and accessories, a warranty of 2 years from the date of purchase;
 - b. on lighting products, a warranty of 1 year from the date of purchase;
 - c. on heating fixtures, a manufacturer's warranty of 2 years from the date of purchase;
 - d. on the bulbs (consumables) in the heating fixtures, a warranty of 1 year from the date of purchase;
 - e. on structural components, a warranty of 2 years from the commissioning of the Products, provided that the Products are serviced annually in accordance with Soons Zonwering B.V.'s instructions. If this condition is not met, a warranty of 1 year from the commissioning of the Products shall apply;
 - f. on fabrics, a warranty of 2 years from the commissioning of the Products, provided that the fabric is serviced annually in accordance with Soons Zonwering B.V.'s instructions. If this condition is not met, a manufacturer's warranty of 1 year from the commissioning of the Products shall apply.
- 11.2. The manufacturer's warranty exclusively relates to the occurrence of material and construction defects.
- 11.3. Complaints about the Delivered Items, or a claim under the warranty, must be submitted to Soons Zonwering B.V. by telephone or email as soon as possible after discovery of the defect to which the complaint or warranty claim relates.
- 11.4. After the Customer has submitted a complaint or made a claim under the warranty, the Customer must give Soons Zonwering B.V. the opportunity to investigate the complaint or warranty claim.
- 11.5. If the Customer demonstrates that the Delivered Items were defective at the time of delivery, or if the warranty claim is accepted, Soons Zonwering B.V. shall, at its option, carry out repair work free of charge and/or supply replacement parts or Products.
- 11.6. A warranty claim shall be rejected, and a complaint shall no longer be handled free of charge, if it transpires during investigation of the warranty claim/complaint that:
- a. the defects are the result of improper use;
 - b. work and/or modifications and/or repairs have been carried out on the Delivered Items by the Customer and/or a third party without the prior consent of Soons Zonwering B.V.;
 - c. instructions have not been complied with;
 - d. the Delivered Items have not been properly maintained;
 - e. damage to the Delivered Items has arisen from external circumstances, such as fire, natural disasters, severe weather conditions, explosions, vandalism, smoke, cleaning agents, accumulation of dirt, landslides and floods;
 - f. the defects are the result of components and/or products not supplied by Soons Zonwering B.V., or of work not carried out by Soons Zonwering B.V.
- 11.7. The Customer must give Soons Zonwering B.V. the opportunity to carry out repair work. If the Customer has not given Soons Zonwering B.V. this opportunity and has had repair work carried out by a third party, the costs thereof shall not be reimbursed by Soons Zonwering B.V.
- 11.8. The liability of Soons Zonwering B.V. is at all times limited to that set out in Article 13.

Article 12. Invoicing and payment

- 12.1. Invoicing shall be done as follows:
- a. 50% of the price immediately upon formation of the Agreement;
 - b. 50% of the price prior to the commencement of installation/assembly.
- 12.2. Invoices shall be sent to the Customer by email.
- 12.3. Payment must be made immediately upon receipt of the invoice.
- 12.4. If the Customer fails to pay on time, Soons Zonwering B.V. shall send a payment reminder by email. If the Customer does not pay the invoice within the period stated in the payment reminder, the Customer shall be in default immediately.
- 12.5. From the moment the Customer is in default, the Customer shall owe interest on the amount due at a rate of 2% per month, with any part of a month counting as a full month, unless the statutory interest rate for commercial transactions is higher, in which case the statutory interest rate for commercial transactions shall be owed. In addition, all collection costs, both judicial and extrajudicial, shall be borne by the Customer. Extrajudicial collection costs shall be set at 15% of the principal sum, with a minimum of €150.
- 12.6. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Customer, the claims of Soons Zonwering B.V. against the Customer shall become immediately due and payable.

- 12.7. Each payment by the Customer shall be applied first to the interest owed, and subsequently to the costs of collection. Only after these amounts have been satisfied shall any payment by the Customer be applied to the outstanding principal sum.
- 12.8. Complaints about an invoice must, on pain of forfeiture of rights, be notified to Soons Zonwering B.V. in writing within 5 days of the invoice date, and shall not suspend the Customer's payment obligation.

Article 13. Liability and limitation

- 13.1. Soons Zonwering B.V. cannot be held liable to compensate for any loss that is a direct or indirect consequence of:
- an event that is in fact beyond its control and thus cannot be attributed to its acts and/or omissions, as described, among other things, in Article 14;
 - any act or omission of the Customer, its subordinates, or other persons engaged by or on behalf of the Customer.
- 13.2. Soons Zonwering B.V. shall never be liable for damage to and/or loss or destruction of property of the Customer or of third parties, caused by hidden circumstances and/or by property left at the Location.
- 13.3. The Customer is responsible, under all circumstances, for the accuracy and completeness of the information it has supplied. Soons Zonwering B.V. shall never be liable for any loss caused (in whole or in part) by the information supplied by the Customer being incorrect and/or incomplete.
- 13.4. Soons Zonwering B.V. is not liable for damage to, or caused by, incorrect or improper use of the Delivered Items, or by incorrect and/or improper maintenance of the Delivered Items by the Customer or a third party.
- 13.5. If the Customer or a third party makes modifications to the Delivered Items, all liability of Soons Zonwering B.V. in respect of a defect in the Delivered Items and any (consequential) loss shall be excluded.
- 13.6. Soons Zonwering B.V. is not liable for loss of any kind whatsoever arising from or attributable to deviations in movable or immovable property on which Soons Zonwering B.V. carries out Works.
- 13.7. Use of the Delivered Items is entirely at the Customer's own risk. Soons Zonwering B.V. is not liable for loss, including property damage and personal injury, suffered or sustained by the Customer or a third party as a result of (the use of) the Delivered Items. The Customer must be aware that, as a result of external circumstances, such as a natural disaster or severe weather conditions, the Delivered Items may come loose, blow away and cause damage. Such circumstances and damage shall be at the Customer's risk. It is the Customer's responsibility to insure itself against such risks.
- 13.8. Soons Zonwering B.V. is not liable for loss suffered by the Customer as a result of a permit or authorisation required for the Works not being granted, being withdrawn, or not being applied for (in due time).
- 13.9. Soons Zonwering B.V. is not liable for the errors of third parties engaged in the performance of the Agreement. The applicability of Article 6:76 of the Dutch Civil Code is expressly excluded.
- 13.10. Soons Zonwering B.V. is not liable for claims by third parties, such as neighbours of the Customer, arising from nuisance experienced as a result of the Delivered Items, or during or after completion of the Works.
- 13.11. Liability of Soons Zonwering B.V. for indirect loss, including consequential loss, loss of profits, lost revenue, missed savings, reputational damage, business loss, fines imposed, labour costs and delay-related loss, is excluded.
- 13.12. The obligation of Soons Zonwering B.V. to compensate loss, on whatever basis, is limited to that loss against which Soons Zonwering B.V. is insured under an insurance policy taken out by or on behalf of Soons Zonwering B.V. However, the extent of this obligation shall never exceed the amount paid out under that insurance in the case in question.
- 13.13. If, for whatever reason, Soons Zonwering B.V. is not able to rely on Article 13.12, the obligation to compensate loss shall be limited to the amount the Customer has paid for the part of the Agreement to which the liability relates.
- 13.14. The Customer is responsible for taking loss-mitigating measures in good time.
- 13.15. Any claim for damages shall lapse upon the expiry of 1 year after the delivery to which the claim relates.

Article 14. Force majeure

- 14.1. Soons Zonwering B.V. is not obliged to fulfil any obligation towards the Customer if it is prevented from doing so by a circumstance that is not attributable to its fault, and which is not its responsibility by virtue of the law, a legal act, or generally accepted standards. Force majeure shall include, among other things: transport difficulties; strikes; theft; business disruption; blockades; boycotts; unexpected or severe weather conditions; natural disasters; floods; riots, terrorism, wars or threats of war; fire; export and import restrictions; vehicle breakdown; shortages of raw materials or shortages in the market for other goods; power outages; epidemics; pandemics; quarantine obligations; government measures; illness or personal (family) circumstances of the natural person who performs or is to perform the Agreement on behalf of Soons Zonwering B.V.; cybercrime; changes in laws and regulations.
- 14.2. Force majeure shall also include a shortcoming on the part of a third party engaged by Soons Zonwering B.V.
- 14.3. Soons Zonwering B.V. is not liable for delay in the performance of the Agreement arising from a situation of force majeure.
- 14.4. Soons Zonwering B.V. also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after the moment at which Soons Zonwering B.V. should have fulfilled its obligation.

Article 15. Suspension and dissolution

- 15.1. Soons Zonwering B.V. is entitled to suspend performance of the Agreement with immediate effect, without owing any compensation, if:
- Soons Zonwering B.V. is, or threatens to be, exposed to a dangerous situation in carrying out the Works;
 - the circumstances in which the Works are to be carried out at the Location do not meet the requirements imposed by law;
 - after the Agreement is concluded, Soons Zonwering B.V. becomes aware of circumstances giving good ground to fear that the Customer will not fulfil its obligations towards Soons Zonwering B.V.;
 - the Customer has failed to fulfil one or more of its obligations towards Soons Zonwering B.V.
- 15.2. Soons Zonwering B.V. is entitled to dissolve the Agreement by means of a written declaration, without judicial intervention and without owing any compensation, if:
- the Customer fails to fulfil, or fails to fulfil in full, its obligations under the Agreement, and the Customer has not responded to a notice of default sent to it. If performance is permanently impossible, a notice of default may be dispensed with;
 - circumstances arise of such a nature that performance of the Agreement is impossible, or cannot reasonably be required any longer in accordance with standards of reasonableness and fairness, or other circumstances arise of such a nature that the Customer cannot reasonably be expected to maintain the Agreement unchanged;
 - the Customer applies for suspension of payment, or suspension of payment is granted to the Customer; the Customer is declared bankrupt, or a petition for bankruptcy is filed; the Customer is unable to pay its debts; the Customer is placed under guardianship; or an administrator is appointed.
- 15.3. If the Agreement is dissolved, the claims of Soons Zonwering B.V. against the Customer shall become immediately due and payable. If Soons Zonwering B.V. suspends the fulfilment of its obligations, it retains its rights under the law and the Agreement.
- 15.4. Soons Zonwering B.V. always retains the right to claim compensation, including for lost revenue.

Article 16. Limitation period

- 16.1. Unless otherwise provided in these general terms and conditions, any right of the Customer to bring a claim against Soons Zonwering B.V., on whatever basis, shall in any case lapse 1 year after the moment at which the Customer became aware, or could reasonably have become aware, of the existence of such right.

Article 17. Personal data

- 17.1. Soons Zonwering B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR).

Article 18. Governing law and competent court

- 18.1. These general terms and conditions, all quotations issued by Soons Zonwering B.V., all Agreements, and all legal acts between the Parties, shall be governed by Dutch law.
- 18.2. Disputes between the Parties shall be submitted to the competent court in the district in which Soons Zonwering B.V. is established.