

General Terms and Conditions of Klapkot.nl

Filed with the Chamber of Commerce under number 81926065

This translation is provided for convenience only. In the event of any discrepancies or conflicts between this translation and the original Dutch version, the Dutch version shall prevail and be legally binding.

Article 1 Definitions:

In these general terms and conditions, the following definitions apply:

- a. Klapkot.nl: the general partnership Klapkot.nl (Chamber of Commerce number 81926065)
- b. Client: the (legal) person or its legal successor to whom an offer has been made by or on behalf of Klapkot.nl and/or who enters into or intends to enter into an agreement of any kind with Klapkot.nl.
- c. Object: the item(s), whether to be delivered or already existing, to which the offer and/or the agreement between Klapkot.nl and the Client relates.
- d. The Terms: these present general terms and conditions.

Article 2 Applicability

- 2.1 These Terms apply to all offers, including expressly offers and quotations, made by Klapkot.nl to the Client and/or to agreements entered into or to be entered into by Klapkot.nl with the Client, as well as to all resulting (legal) actions and/or obligations.
- 2.2 In addition to Klapkot.nl, these Terms may also be invoked by the partners of Klapkot.nl, as well as all (legal) persons involved in the performance of an agreement with the Client, and/or any other (legal) persons who are or were working for Klapkot.nl.
- 2.3 Any deviations from these Terms must be expressly agreed upon in writing.
- 2.4 The applicability of any (general) terms and conditions of the Client is expressly rejected by Klapkot.nl.

Article 3 Offers and Formation of Agreements

- 3.1 Unless expressly and in writing agreed otherwise, all offers made by Klapkot.nl are non-binding, even if a deadline for acceptance is mentioned.
- 3.2 Images, technical specifications, price lists, and all other information provided by Klapkot.nl regarding the Object in offers (including but not limited to quotations, brochures, etc.) are only indicative and not binding. The same applies to examples of previously completed works. An (obvious) mistake in an offer does not bind Klapkot.nl.
- 3.3 Klapkot.nl is only bound if and insofar as an order or assignment has been confirmed in writing by Klapkot.nl, or once Klapkot.nl has commenced execution. Oral promises or changes are only binding if confirmed in writing by Klapkot.nl.

Article 4 Prices

- 4.1 Unless stated otherwise in writing, all quoted or agreed prices are in euros, excluding VAT and other levies.
- 4.2 Klapkot.nl has the right to pass on to the Client any increases in cost-determining factors (including but not limited to material prices, purchase prices, wages, import duties, taxes, currency fluctuations, and other monetary measures) occurring after the agreement is concluded.
- 4.3 Articles 4.1 and 4.2 also apply to activities that fall outside the original agreement (e.g. additional work).
- 4.4 If no price has been agreed for such additional work, it will be charged based on the rates applicable at that time.

Article 5 Designs, Use of Materials and Purpose

- 5.1 The consequences of any defect in execution due to designs, plans, drawings, calculations, specifications, or instructions provided or developed by or on behalf of the Client are for the Client's account.
- 5.2 The consequences of a defect due to materials prescribed by or supplied by the Client are also for the Client's account.
- 5.3 Klapkot.nl does not guarantee the suitability of the Object or any other items delivered for the purpose intended by the Client, even if this purpose is known. The Client must investigate this independently. Any information provided by Klapkot.nl is for informational purposes only, does not constitute advice, and does not relieve the Client of its duty to investigate. Klapkot.nl is not liable for damage due to inaccurate or incomplete information.

Article 6 Execution, Permitted Deviations

- 6.1 Klapkot.nl is at all times entitled to have the agreement performed in whole or in part by third parties.

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6.2 If a specific dimension, weight, performance, or specification is mentioned or agreed, industry-standard tolerances and deviations required to achieve the intended result are always permitted.

Article 7 Delivery

7.1 Although Klapkot.nl will endeavor to meet agreed or indicated delivery dates, such dates are indicative only and never binding.

7.2 If the Client is required to make an advance payment, provide security, or deliver necessary information, the delivery period will not start until these requirements are fulfilled.

7.3 In case of a (possible) delay, the parties will consult each other about the consequences for the schedule.

7.4 Klapkot.nl is only in default after a written notice of default has been received, with a reasonable term for compliance.

7.5 Any changes to the original work invalidate the binding nature of agreed delivery terms.

7.6 Unless otherwise agreed in writing, delivery takes place Ex Works (EXW, Incoterms), workshop of Klapkot.nl in Breda.

7.7 If the Client does not collect the Object within two days after notification, they are in default without notice. Klapkot.nl is then entitled to store the Object at the expense and risk of the Client, including outdoors.

Article 8 Retention of Title

8.1 All goods delivered remain the property of Klapkot.nl until the Client has met all obligations under any agreement with Klapkot.nl.

8.2 Until full payment is made, the Client must store the delivered goods separately and clearly marked as the property of Klapkot.nl.

8.3 The Client is not allowed to process, encumber, sell, or transfer control of the goods until full payment is made.

8.4 The Client must adequately insure the goods against fire, theft, and damage. Klapkot.nl has the right to inspect these policies.

8.5 The Client may only sell goods in the normal course of business, and only if they receive immediate payment or impose a similar retention of title on third parties. Claims arising must be assigned or pledged to Klapkot.nl on request.

8.6 The Client authorizes Klapkot.nl in advance to access all locations where the goods are held in order to retrieve them. Costs are borne by the Client.

Article 9 Payment

9.1 Unless otherwise agreed, payments must be made as follows:

- 20% upon conclusion of the agreement;
- 30% before work begins, and within one month of the agreement date;
- 30% halfway through the work, and within two months of the agreement date;
- the remaining amount before (final) delivery.

9.2 Klapkot.nl may demand additional security at any time.

9.3 If invoicing has been agreed, payment is due within 14 days unless agreed otherwise.

9.4 Partial deliveries may be invoiced separately.

9.5 Any complaints about invoices must be submitted in writing within 8 days.

9.6 The Client is not entitled to suspend or offset payments.

9.7 The Client owes 1% interest per month from the moment of default.

9.8 All legal and extrajudicial collection costs are for the Client's account (minimum 15% of the outstanding amount, at least €250).

Article 10 Termination, Suspension

10.1 If the Client fails to fulfill any obligation, or in case of (application for) bankruptcy, suspension of payments, debt restructuring, death, guardianship, liquidation, or transfer of business, all claims of Klapkot.nl become immediately due, and the Client is in default by law. In such cases, Klapkot.nl may suspend or terminate the agreement in whole or in part without compensation or court intervention.

Article 11 Force Majeure

11.1 If a supplier of Klapkot.nl fails to deliver due to any reason, this constitutes force majeure. This also applies to strikes, lockouts, fire, theft, transport loss, water damage, frost, natural disasters, epidemics, machine failures, internet outages, government measures, shipment delays, export/import bans, war, sabotage, illness, and similar events.

11.2 In the event of force majeure, Klapkot.nl may extend the delivery term or terminate the agreement without being liable for damages.

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Article 12 Complaints

- 12.1 The Client must inspect the goods upon delivery and report any defects in writing within two (2) days.
- 12.2 Hidden defects must be reported within eight (8) days of discovery, but no later than three (3) months after delivery or after the Object has been used for 5,000 kilometers.
- 12.3 If the Client fails to report in time, they forfeit the right to complain.
- 12.4 Complaints do not suspend payment obligations.
- 12.5 The Client must make the defective goods available for inspection.
- 12.6 If the complaint is valid, Klapkot.nl may repair, replace, or refund up to the invoiced value.
- 12.7 If the complaint is unfounded, all costs are for the Client's account.

Article 13 Warranty

- 13.1 Klapkot.nl guarantees that its work and products are free from design, material, and manufacturing defects for twelve (12) months after delivery.
- 13.2 Repairs carry a three (3) month warranty.
- 13.3 For items not produced by Klapkot.nl, the third-party warranty applies. No warranty is given on used items.
- 13.4 Warranty lapses if the Client breaches obligations, alters the product, misuses it, fails maintenance, or does not follow instructions.

Article 14 Liability

- 14.1 Liability is limited to repair, replacement, or compensation as stated in Article 12.6.
- 14.2 Klapkot.nl is not liable for damage from inaccurate information provided by the Client.
- 14.3 Except in cases of intent or gross negligence, Klapkot.nl is not liable for property or personal damage.
- 14.4 Klapkot.nl is not liable for indirect or consequential damages, loss of profit, or claims by third parties.
- 14.5 Klapkot.nl is not liable for actions of third parties.
- 14.6 Klapkot.nl is not liable for damage to or loss of Client's property.
- 14.7 Liability does not exceed that of suppliers.
- 14.8 Liability is capped at the invoiced value.
- 14.9 Liability is further limited to the amount paid by Klapkot.nl's insurer.
- 14.10 Claims expire after one (1) year.

Article 15 Indemnification

- 15.1 Klapkot.nl is not liable to third parties beyond what applies to the Client. The Client indemnifies Klapkot.nl from any third-party claims.
- 15.2 This also applies to persons within Klapkot.nl's group or contractors used by Klapkot.nl.

Article 16 Intellectual Property

- 16.1 The Client guarantees that materials supplied by them do not infringe third-party rights and indemnifies Klapkot.nl.
- 16.2 If a third party objects, Klapkot.nl may stop performance immediately.
- 16.3 Intellectual property of materials created by Klapkot.nl remains with Klapkot.nl. Reproduction or disclosure requires written consent.

Article 17 (Sub)leasing

- 17.1 These Terms apply as far as possible to lease, loan, and storage agreements.
- 17.2 Full price remains due even if the Client does not use the item.
- 17.3 The Client must use the item properly and for its intended purpose, complying with legal requirements.
- 17.4 Alterations are not permitted without written approval.
- 17.5 Subleasing or making items available to third parties is not allowed without consent.
- 17.6 The Client must insure the item and indemnify Klapkot.nl against third-party claims.
- 17.7 Klapkot.nl is not liable for theft or loss except in cases of intent or gross negligence.
- 17.8 In case of seizure or loss, the Client must inform Klapkot.nl immediately.
- 17.9 Klapkot.nl may repossess the item and the Client gives prior permission to access any location necessary.

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Article 18 Privacy and Data Processing

18.1 The Client must comply with privacy laws, including the General Data Protection Regulation (GDPR).

18.2 The Client indemnifies Klapkot.nl against claims resulting from non-compliance.

Article 19 Applicable Law and Jurisdiction

19.1 All agreements are governed by Dutch law. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 Disputes will be submitted to the competent court in Zeeland-West-Brabant, the Netherlands. Klapkot.nl may also choose another competent court.

Article 20 Severability and Filing

20.1 If any provision is invalid, the remaining provisions remain in force. Parties will replace the invalid provision with one that reflects the original intent as closely as possible.

20.2 Obligations intended to survive termination (e.g., Articles 15 and 16) shall remain in force.

20.3 The Dutch version prevails over translations and is filed with the Chamber of Commerce under the number mentioned in Article 1.

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Op alle overeenkomsten met Klapkot.nl zijn de algemene voorwaarden van Klapkot.nl van toepassing. Deze algemene voorwaarden, die onder meer een aansprakelijkheidsbeperking bevatten, zijn gedeponeerd bij de Kamer van Koophandel onder nummer 81926065 en te raadplegen op onze website www.klapkot.nl