

GENERAL CONDITIONS SLOTENMAKER 365 B.V. ('the supplier')

Art. 1 Applicability of the general terms and conditions

- 1.1 These general conditions apply to all offers and contracts pursuant to which the supplier delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.
- 1.2 Deviations from and additions to these general conditions shall only be valid if they are agreed between the parties in writing.
- 1.3 The applicability of the customer's purchasing conditions or any other conditions is explicitly excluded.
- 1.4 If any provision of these general conditions is null and void or is voided, the other provisions of these general conditions shall remain fully in effect. The supplier and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

Art. 2 Offers

- 2.1 All offers and other communications of the supplier are subject to confirmation, unless the supplier has indicated otherwise in writing.
- 2.2 When the customer has communicated (by phone, email or otherwise) regarding a specific action, including a location and time, the customer is considered to have given an order.
- 2.3 An order has to be explicitly accepted by the supplier. The supplier reserves the right to refuse to accept or to execute/finalize an order when it is, in the opinion of the supplier, uncertain if the work can be performed adequately.
- 2.4 The customer guarantees the information that was provided to the supplier, on the basis of which the supplier has accepted the offer, is correct and complete. The customer is obliged to compensate the supplier for any additional work as a result of any incorrectness or incompleteness of the information that was provided by the customer. When an order that was accepted by the supplier cannot not be executed or completed as a result of an incorrectness or incompleteness of the information that was provided by the customer, the agreed fee is payable in full by the customer.

Art. 3 Price and payment

- 3.1 The fees indicated on the website of the supplier are the basic service charges exclusive material costs (such as new locks or locking products) and VAT. Prices may vary due to the complexity of a specific order.
- 3.2 In case the price exceeds the fees indicated on the website of the supplier due to the complexity of a specific order or due to any other cause, the customer will be informed prior to the supplier performing the work. If the customer does not agree with the increased price, the supplier will not perform the work and the basic fee remains payable in full.
- 3.3 In case the customer does not agree to the method of work that the supplier intends to use (e.g. because such method may lead to damages), the supplier will not perform the work and the basic fee will remain payable in full.
- 3.3 When the customer places an emergency order (i.e. not a pre-booked appointment) the customer agrees to pay the basic service fee, also in the event that the emergency order is cancelled afterwards. Cancellation of a pre-booked appointment is possible up to 2 hours before the appointment time with no charge. In case of later cancellation, the basic service fee will be charged.
- 3.4 The fee is due and payable immediately upon the work having been performed by the supplier, unless the supplier agrees with a payment term (to be determined by the supplier). Payment is through wire transfer is preferred.

- 3.5 If the customer fails to pay the amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, the supplier shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs. The extrajudicial costs are fixed at 15% of the outstanding amount. The foregoing shall be without prejudice to the supplier's other legal and contractual rights.

Art. 4 Obligations of the customer

- 4.1 The customer guarantees that he is entitled by law to access and/or make changes in the locks of the relevant vehicle(s), safe(s), property(s) and/or any other object for which the order was made.
- 4.2 The customer is fully liable for the supplier opening closed or locked locks and/or changing locks and/or installing new locks and/or other security products.
- 4.3 The customer shall hold the supplier harmless for any claims by third parties against the supplier in relation to the order that was placed by the customer.
- 4.4 The customer is required to provide the supplier with a valid ID and proof of address/ownership, in the absence of which the supplier is entitled to suspend or cancel the order. In the latter event, the service fee is still payable by the customer in full.
- 4.5 In the event the customer is not able or willing to provide the supplier with a valid ID and proof of address/ownership, the supplier may at its discretion inform the police and remain present at the object for which the order was made until the arrival of the police.

Art. 5 Liability of the supplier

- 5.1 The supplier's liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, shall be limited to compensation for direct loss up to a maximum of the fee stipulated for the contract concerned (excluding VAT).
- 5.2 The supplier is not liable for indirect loss and/or consequential loss, including but not limited to loss of profits or income, lost savings, loss due to business interruption and loss as a result of claims of the customer's customers.

Art. 6 Force majeure

- 6.1 The supplier shall not be obliged to fulfil any obligation, if the supplier is prevented from doing so by force majeure. Force majeure means, among other things: (i) force majeure on the part of the suppliers of the supplier, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to the supplier by the customer, (iii) defects in items, equipment, or materials of third parties the use of which was prescribed to the supplier by the customer, (iv) government measures, (v) power failures, (vi) internet, data network or telecommunication facilities failures, (vii) war and terrorism and (viii) general transport problems.

Art. 7 Additional work

- 7.1 If, at the request or with prior consent of the customer, the supplier has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with the supplier's usual rates. The supplier is not obliged to honor such a request and may require that a separate contract be concluded in writing for the purpose.

Art. 8 Retention of title

8.1 All items delivered to the customer shall remain the property of the supplier until all amounts owed by the customer to the supplier under the contract concluded between the parties have been paid to the supplier in full.

Art. 9 Telephone calls

9.1 Telephone calls between the supplier and the customer may be recorded for educational or legal purposes. The customer agrees to this.

Art. 10 Applicable law and jurisdiction

10.1 The contract(s) between the supplier and the customer are governed by Dutch law.

10.2 Any dispute in relation to the contract(s) between the supplier and the customer will be submitted to the jurisdiction of District Court of Amsterdam.