
General terms and conditions Pronomar B.V.
Version 2017

Article 1 Definitions

In these general terms and conditions, the following terms will have the following meanings:

- a) Agreement: the agreement between the Client and Contractor.
- b) Work: the whole of the installation work carried out by Contractor, including the supply of products and provision of services.
- c) Contractor: Pronomar B.V., Pronomar Rental B.V. or Pronomar Tech B.V.
- d) Client: Party who goes into a sale or rental agreement with Contractor.

Article 2 Scope of application

- 2.1 These general terms and conditions shall apply to all offers with regard to and the agreement on work to be carried out by and/or goods to be rented out by the Contractor. Any reference by the Client to its own purchase conditions, conditions of tender or other conditions will not be accepted by the Contractor.
- 2.2 Should one or more of the provisions of these general terms and conditions be null and void or be voided, in full or in part, the other provisions of these general conditions will remain in effect (in full or in part).

Article 3 Offers/Agreement

- 3.1 All offers of the Contractor are non-binding.
- 3.2 An agreement between the Contractor and the Client is formed on the day of signature of the contract or on the day of the Contractor's written confirmation of the assignment, or, alternatively, on the day of the actual delivery, or the day the sold/rented goods are made available.
- 3.3 Unless expressly otherwise agreed in writing, all prices charged by the Contractor are exclusive of VAT and any dispatch and transportation costs.

Article 4 Delivery

- 4.1 Unless the Contractor has indicated a term of delivery date, such date will be indicative, rather than a final deadline.
- 4.2 With regard to the term of delivery, the product will be deemed to have been delivered when it is ready for testing, if testing in the premises of the Contractor has been agreed upon, and in other cases when it is ready for shipment, all this after the Client has received written notice thereof and without prejudice to the obligation of the Contractor to comply with its installation obligations (if any).
- 4.3 Without prejudice to the other relevant provisions in these general terms and conditions, the term of delivery shall be extended by the duration of any delay caused by the Client's failure to comply with any obligation under the agreement or failure to provide the assistance that may be required of it with regard to the performance of the agreement.

Article 5 Performance of the Agreement

- 5.1 The Contractor will perform the agreement to the best of its knowledge and in accordance with the requirements of good craftsmanship.
- 5.2 The Client will ensure that any details that the Contractor has indicated are required or that the Client may reasonably be expected to understand are required for the performance of the agreement, will be provided to the Contractor in good time.
- 5.3 If details that are required for the performance of the agreement are not provided to the Contractor in good time, the Contractor will have the right to charge the costs arising from the delay to the Client at the customary rates, without prejudice to the other relevant provisions in these general terms and conditions.
- 5.4 Upon request, the Contractor will provide the Client with instructions on commissioning and decommissioning the installation, to the best of its ability and in good time.

Article 6 Complaints

- 6.1 The Client must submit any complaints about the work performed and/or goods rented to the Contractor, in writing, within 3 days of discovery thereof, though no later than 14 days after completion of the work. The complaint must contain as detailed a description of the defect as possible in order to enable the Contractor to respond adequately.
- 6.2 A complaint shall be forwarded to the manufacturer; the manufacturer will investigate the complaint and determine whether the complaint is justified.
- 6.3 If a complaint is justified, the Contractor will replace the goods supplied, unless the Client can prove that there is no longer any use in that. In such case, the Client needs to inform the Contractor of that in writing.
- 6.4 Without prejudice to any manufacturer's warranty, the Contractor provides no guarantee whatsoever with regard to the (expected) operation of the installation(s).

Article 7 Payment

- 7.1 Unless otherwise agreed, payments are to be made prior to delivery.
- 7.2 Objections against the amount invoiced do not suspend the Client's payment obligation.
- 7.3 If the Client fails to pay within the term to be agreed on in writing, the Client will be in default by operation of law without a further demand for payment or notice of default being required, and will owe an interest of 1% per month or part of a month, unless the statutory interest or the statutory commercial interest is higher, in which case the higher interest applies.
- 7.4 All costs, both judicial and extrajudicial, arising from the Client being in default or failing to comply with its obligations (on time) will be at the expense of the Client. The extrajudicial collection costs will be at least 15% of the amount owed by the Client, with a minimum of € 1,000.00
- 7.5 Payments will initially go to reduce the collection costs and interest owed by the Client, and will subsequently go to reduce the oldest outstanding invoices of the Contractor.

Article 8 Retention of Title

- 8.1 All goods supplied by the Contractor shall remain the Contractor's property until the Client has complied with all its obligations under all agreements with the Contractor.

- 8.2 Unless the parties have agreed otherwise, the Client is not authorized to pledge, rent out, resell or in any way encumber the goods that are subject to the retention of title.
- 8.3 If third parties make an attachment of the goods supplied subject to the retention of title, or wish to establish or exercise a right in respect of such goods, the Client is obliged to inform the Contractor of that as soon as possible.
- 8.4 The Client undertakes to insure and keep insured the goods that are subject to the retention of title at its own expense, at new-for-old value, against – among other things – fire, explosion damage, water damage and other damage, as well as against theft. The insurance payments made by the insurer will replace the aforementioned goods and will accrue to the Contractor.
- 8.5 The goods supplied by the Contractor that are subject to the retention of title as referred to in the first paragraph of this article may not be resold without the written permission of the Contractor and may under no circumstances be used as instrument of payment.
- 8.6 In the event that the Contractor wishes to exercise its ownership rights as referred to in this article, the Client hereby gives the Contractor or third parties to be appointed by the Contractor its unconditional and irrevocable permission, to enter the locations at which the property of the Contractor is located and to repossess those goods.

Article 9 Suspension, cancelation, termination

- 9.1 The Contractor is entitled to suspend compliance with its obligations or terminate the agreement, if:
- The Client fails to comply with its obligations under the agreement, or does not comply with these on time or in full.
 - The Client has applied for a moratorium or is declared bankrupt.
 - Circumstances that have only become known to the Contractor after the agreement was entered into provide good grounds for fearing that the Client will not be able to comply with its obligations, comply with these on time or comply with these in full. If there are good grounds for fearing that the Client will only be able to comply with some of its obligations or will not be able to comply with these properly, suspension shall only be allowed insofar as the failure justifies this.
 - Upon entry into the agreement, the Client was asked to provide security for its compliance with its obligations under the agreement, and such security was not provided or is insufficient. As soon as the security is provided, the authority to suspend lapses, unless the postponement has resulted in an unreasonable delay in the performance.
- 9.2 Furthermore, the Contractor is authorized to terminate the agreement (or have it set aside), in the event that circumstances arise that are such that performance of the agreement is impossible or, according to the principles of reasonableness and fairness, can no longer be expected, or in the event that other circumstances arise that are such that unaltered maintenance of the agreement cannot reasonably be expected.
- 9.3 If the agreement is terminated, any claims the Contractor has on the Client will become immediately due and payable. If the Contractor suspends compliance with its obligations, it will retain its claims pursuant to the law and the agreement.
- 9.4 The Client is authorized to terminate the (rental) agreement at all times, in full or in part, with due observance of the notice period that has been laid down in writing.
- 9.5 The Contractor shall at all times retain the right to claim compensation.

Article 10 Liability

- 10.1 The Contractor shall only be liable for damage caused by wilful misconduct or gross negligence on the part of the Contractor or of its subordinates.

- 10.2 The Contractor's liability for indirect loss, including consequential loss, lost turnover and profits, lost savings and loss due to business interruption is explicitly excluded. Liability of the Contractor for loss of any kind that is the result of Contractor relying on incorrect and/or incomplete details provided by the Client is also excluded, unless the inaccuracy or incompleteness should have been clear to the Contractor.
- 10.3 Furthermore, any liability of the Contractor is limited to the amount paid by the Contractor's insurer in the relevant case. In addition, any liability of the Contractor is limited to the invoice amount, or rather, the part of the bill which the liability relates to.

Article 11 Transmission of Risk

- 11.1 The risk of loss of or damage to the goods that are the subject of the agreement shall be transferred to the Client at the time of legal and/or actual delivery, as a result of which these come under the control of the Client or a third party designated by the Client.

Article 12 Force Majeure

- 12.1 The Contractor is not obliged to comply with any obligation if it is prevented from doing so by a circumstance that cannot be attributed to it and is not at its expense, either according to the law, pursuant to a legal act or according to generally accepted standards.
- 12.2 In addition to the definition according to the law and case law, in these general terms and conditions, "force majeure" must be understood to be all external causes, whether foreseen or unforeseen, that the Contractor has no influence on, but permanently or temporarily prevent the Contractor from complying with its obligations. This includes – among other things – strikes within the Contractor's company, transport strikes, export restrictions, power failures and delays in the supply of goods by suppliers.
- 12.3 The Contractor may suspend compliance with the obligations under the agreement for the duration of the force majeure. If this period lasts longer than two months, the Contractor is authorized to terminate the agreement without being liable to compensate the other party for any damage or loss.
- 12.4 Insofar as, when a situation of force majeure arises, the Contractor has already complied or will be able to comply with some of its obligations, and the obligations that have already been or will be complied with have independent value, the Contractor will be authorized to charge the Client for these separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 13 Authentic version

- 13.1 Only the Dutch version of these terms and conditions is authentic. In the event of any discrepancy between the Dutch text and a translation, the Dutch text will prevail.

Article 14 Disputes

- 14.1 The competent court in the district in which the Contractor has its registered office has exclusive jurisdiction to hear any disputes between the parties. Nevertheless, the Contractor is authorized to bring disputes before the legally competent court.

Article 15 Applicable law

- 15.1 All agreements between the Contractor and the Client are exclusively subject to Dutch law.