

Article 1 – Applicability and Definitions

1. The following terms and conditions apply exclusively to every offer/contract of purchase and/or sale, and to all agreements concluded with HR Installatietechnik, established in Amsterdam, for the performance of work.
2. The buyer/client shall hereinafter be referred to as: the counterparty.
3. Several provisions in these general terms and conditions relate to a natural person within the meaning of the law, hereinafter referred to as: the consumer.
4. “In writing” shall mean: by letter, email, fax and/or any other electronic means of communication which, given the state of technology and prevailing social standards, may reasonably be considered equivalent.
5. “Documents” as referred to in these terms and conditions shall mean: advice, drawings, calculations, quotations, designs, etc., produced or provided by HR Installatietechnik and/or the counterparty. Such documents, including digital files, may be recorded in writing or by other means of data storage.
6. “Information” as referred to in these terms and conditions shall mean: both the documents provided by HR Installatietechnik and/or the counterparty, as well as any other (oral) data that is or must be supplied.
7. The possible inapplicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.
8. In case of conflict between these general terms and conditions and a translated version thereof, only the Dutch version shall be legally binding.
9. These general terms and conditions also apply to follow-up or partial orders, repeat or subsequent assignments arising from the agreement.
10. A consistent business relationship exists if HR Installatietechnik has made these terms and conditions available to the counterparty on more than one occasion. HR Installatietechnik shall not be responsible for making them available again in order for them to apply to subsequent agreements.
11. If nothing has been agreed in writing – which may include via email, quotation, invoice, letter, etc. – the agreement shall be considered non-existent.

Article 2 – Offers and Quotations

1. Every offer and quotation from HR Installatietechnik shall remain valid for the period specified therein. If no validity period is stated, the offer shall be deemed non-binding. In the case of a non-binding offer or quotation, HR

Installatietechniek reserves the right to revoke it no later than 2 working days after receipt of acceptance.

2. A combined offer or quotation does not oblige HR Installatietechniek to perform part of the services at a proportionate price or rate.
3. HR Installatietechniek reserves the right to adjust prices, rates, and delivery times if the offer or quotation is based on incorrect or incomplete information provided by the counterparty.
4. An offer, quotation, price, and/or rate does not serve as a standard for repeat or follow-up orders and shall be considered one-time only.
5. Samples, models, examples, dimensions, materials, capacities, weights, and other descriptions in brochures, promotional material, and/or on the website of HR Installatietechniek are presented as accurately as possible but are for indicative purposes only. No rights may be derived from them by the counterparty.
6. All samples, models, and examples provided shall at all times remain the property of HR Installatietechniek and must be returned to the owner (HR Installatietechniek) at the first request, at the expense of the counterparty.
7. The costs associated with a quotation shall be charged to the counterparty, provided that the counterparty was informed of such costs in advance, either in writing or orally.

Article 3 – Formation of the Agreement

1. The agreement shall be concluded once the counterparty has accepted the offer from HR Installatietechniek. If the acceptance deviates from the offer, the agreement shall only be concluded once HR Installatietechniek has confirmed this in writing.
2. HR Installatietechniek shall only be bound by:
 1. an order and/or purchase without a prior offer;
 2. agreements made verbally;
 3. additions to or deviations from the general terms and conditions or the agreement;
once these have been confirmed in writing to the counterparty, or once HR Installatietechniek has, without objection, commenced execution thereof.

Article 4 – Prices and Rates

1. HR Installatietechniek shall perform the work at a fixed price, unless the parties have jointly agreed that the work will be carried out on the basis of an hourly rate.
2. HR Installatietechniek reserves the right to increase the agreed price if, during the execution of the agreement, it appears that the scope of work was not accurately estimated by the parties, through no fault of HR Installatietechniek, and it cannot reasonably be expected that HR Installatietechniek perform the work at the original price.
3. If the parties agree that the work shall be performed on an hourly basis, HR Installatietechniek shall calculate the compensation based on the number of hours worked, at either the agreed hourly rate or HR Installatietechniek's standard hourly rate.
4. The hourly rates apply to working days, defined as Monday through Sunday (excluding recognized national holidays), during the times agreed upon between the parties.
5. HR Installatietechniek reserves the right to charge a surcharge on the hourly rate for urgent assignments and/or work carried out at the request of the counterparty on the aforementioned working days.
6. HR Installatietechniek's time records are binding, unless proven otherwise by the counterparty. In case of a dispute regarding the number of hours worked or invoiced, the counterparty shall be bound by what is stated above.
7. The prices and rates stated in any offer, price list, or quotation are exclusive of VAT and additional costs, such as call-out charges, transport costs, administrative fees, permit application costs, handling costs, and fees of any third parties engaged.
8. If, between the conclusion of the agreement and its execution, HR Installatietechniek faces cost-increasing circumstances due to changes in legislation, government measures, currency fluctuations, or changes in the prices of necessary materials and/or raw materials, HR Installatietechniek shall be entitled to increase the agreed prices and rates accordingly and charge these to the counterparty.
9. If the price or rate increases within three months of the conclusion of the agreement, the consumer shall be entitled to terminate the agreement in writing. The consumer must notify HR Installatietechniek of their intention to exercise this right of termination within 14 days of being informed of the increase. If the consumer fails to do so, HR Installatietechniek may reasonably assume that the consumer agrees to the changes.

10. For continuing contracts, HR Installatietechniek reserves the right to implement an annual standard price or rate increase and to pass this on to the counterparty. HR Installatietechniek shall inform the counterparty of such an increase at least one month before its effective date.

Article 5 – Engagement of Third Parties

If, in the opinion of HR Installatietechniek, proper performance of the agreement so requires, it shall be entitled to have certain deliveries and work carried out by third parties.

Article 6 – Obligations of the Counterparty

1. The counterparty shall ensure that:
 - all necessary information – including permits, exemptions, rulings, etc. – required for the execution of the agreement is made available to HR Installatietechniek in good time and in the desired form;
 - files, data carriers, etc. provided by the counterparty are free from viruses or defects;
 - HR Installatietechniek is granted access to the location where the work is to be performed at the agreed dates and times. The location must at all times comply with the applicable statutory (safety) requirements;
 - if third parties are engaged by the counterparty, the work and/or deliveries performed by such third parties do not hinder HR Installatietechniek in the execution of its work, nor cause delays in the performance of the agreement;
 - HR Installatietechniek has free access to the necessary connection facilities for electricity (including heavy current), gas, and water at the location where the work is to be performed. Any loss of working hours resulting from this shall be charged to the counterparty;
 - any other necessary facilities are present at the location where the work is to be performed by HR Installatietechniek, without costs being incurred by HR Installatietechniek;
 - HR Installatietechniek is given the opportunity, in good time, to arrange for the supply, storage, and/or removal of materials and equipment, and that sufficient facilities are available at the work site for waste collection;
 - prior to the commencement of the work, HR Installatietechniek is informed of the location of (own and internal) cables, pipes, and the like;

- a secure space is available at the work site for temporary storage of HR Installatietechniek's tools, materials, machines, etc., without risk of theft or damage.
- 2. The counterparty shall ensure that all information provided to HR Installatietechniek is complete and accurate, and shall indemnify HR Installatietechniek against claims from third parties resulting from incorrect and/or incomplete information provided.
- 3. Information supplied by the counterparty to HR Installatietechniek shall be treated as confidential and will only be disclosed to third parties insofar as necessary for the performance of the agreement.
- 4. The counterparty shall be liable for theft, loss, and/or other damage to tools, materials, machines, etc. of HR Installatietechniek that are used and/or stored at the counterparty's premises during the execution of the agreed work.
- 5. HR Installatietechniek shall be entitled to suspend performance of the agreement if the counterparty does not, or does not in a timely manner, fulfil the aforementioned obligations, until such time as the counterparty has fulfilled them. Any resulting costs due to delays, lost working hours, additional work, and other consequences shall be borne by and be at the risk of the counterparty.
- 6. If the counterparty fails to comply with the aforementioned obligations and HR Installatietechniek refrains from demanding compliance, this shall not affect HR Installatietechniek's right to demand compliance at a later date.

Article 7 – Delivery and Completion Period

1. The agreed delivery period shall not be considered a strict (fatal) deadline. If HR Installatietechniek fails to deliver on time, the counterparty must give HR Installatietechniek written notice of default, allowing a reasonable period to still fulfil its obligations.
2. HR Installatietechniek shall be entitled to make partial deliveries, each of which may be invoiced separately.
3. The risk in respect of the delivery of goods shall pass to the counterparty at the moment delivery takes place. This shall be deemed the moment the goods leave HR Installatietechniek's premises/warehouse, or when HR Installatietechniek has notified the counterparty that the goods are available for collection.
4. By way of derogation from the preceding clause, in the case of consumers, delivery shall be deemed to have taken place only when the goods are physically made available to them.

5. Shipment and/or transport of goods shall be at the risk and expense of the counterparty, and carried out in a manner determined by HR Installatietechniek. HR Installatietechniek shall not be liable for any damage of any kind, whether to the goods themselves or otherwise, arising from shipment or transport.
6. By way of derogation from the preceding clause, in the case of consumers, shipment or transport of goods shall be at the risk of HR Installatietechniek, but at the expense of the consumer.
7. If HR Installatietechniek delivers the goods itself to the counterparty, the risk shall pass at the moment the goods arrive at the counterparty's specified location and are physically made available.
8. If, due to a cause attributable to the counterparty, delivery of the ordered goods/materials (in the agreed manner) proves impossible or the goods are not collected, HR Installatietechniek shall be entitled to store the goods/materials at the expense and risk of the counterparty. Within a period set by HR Installatietechniek after notification of storage, the counterparty must place HR Installatietechniek in default to effect delivery, or collect the goods within the set period.
9. If the counterparty remains in default after expiry of the period referred to in the preceding clause, it shall immediately be deemed in breach. HR Installatietechniek shall then be fully entitled to terminate the agreement in whole or in part by means of a written declaration. HR Installatietechniek shall be entitled to sell the goods to third parties, without this giving rise to any obligation to pay compensation, costs, or interest. The foregoing shall not affect the counterparty's obligation to compensate HR Installatietechniek for any (storage) costs, delay damages, loss of profit, or other damages, nor HR Installatietechniek's right to demand performance.

Article 8 – Progress and Execution of the Agreement

1. If the commencement, progress, or completion of the work or the agreed delivery of goods is delayed because:
 - a. the counterparty has not provided HR Installatietechniek with all necessary information in time;
 - b. the counterparty has not made the agreed (advance) payment to HR Installatietechniek in time;
 - c. circumstances other than those mentioned above occur that are at the risk and expense of the counterparty,HR Installatietechniek shall be fully entitled to a reasonable extension of the delivery/completion period and to compensation for costs and damages, such as lost working hours.

2. If the agreement is performed in more than one phase, HR Installatietechniek shall be entitled to suspend the execution of parts belonging to a subsequent phase. The resulting costs and damages shall be borne by the counterparty.
3. If, during the execution of the agreement, it becomes apparent that the work and/or deliveries cannot take place as originally agreed due to unforeseen circumstances, HR Installatietechniek shall consult with the counterparty to amend the agreement. HR Installatietechniek shall inform the counterparty of the consequences of such changes for the agreed prices, rates, and delivery/completion periods. If execution of the agreement proves impossible as a result, HR Installatietechniek shall in any case be entitled to full compensation for the work and deliveries already performed.
4. The counterparty shall at all times bear the risk for goods that, due to the performance of the work, are under the control of HR Installatietechniek. It is the counterparty's responsibility to ensure that such goods are adequately insured for the period they are under HR Installatietechniek's control.
5. All expenses incurred by HR Installatietechniek at the request of the counterparty – including additional costs in connection with unforeseen complications requiring immediate action and reasonably incurred by HR Installatietechniek to prevent (further) damage – shall be fully charged to the counterparty, unless otherwise agreed in writing.

Article 9 – Additional and Reduced Work

1. "Additional work" shall mean: all work and/or deliveries requested by the counterparty, or necessarily arising, that are not included in the offer, quotation, or order.
2. Such additional or reduced work must be agreed in writing between HR Installatietechniek and the counterparty. HR Installatietechniek shall only be bound by verbal agreements once confirmed in writing, or once HR Installatietechniek has commenced execution of the agreed work without objection from the counterparty.
3. Settlement of additional and reduced work shall take place:
 - in the event of changes to the original order;
 - in the event of unforeseen increases or decreases in costs;
 - in the event of deviations from adjustable and/or estimated quantities.
4. Settlement shall take place directly at the final invoice, unless otherwise agreed in writing.

Article 10 – Completion, Approval, and Maintenance Period

1. If the agreement includes the performance of work, HR Installatietechniek must notify the counterparty that the work has been carried out, completed, and is ready for use.
2. The result of the agreed work shall be deemed delivered in accordance with the agreement. The counterparty must approve the completion statement by signing it after inspection.
3. The result of the work shall also be deemed delivered in accordance with the agreement if the counterparty has not submitted a complaint to HR Installatietechniek within 2 weeks after being notified of completion, or earlier if the counterparty has put the result into use before that date.
4. The progress of the work shall not be affected by activities carried out or not yet completed by third parties engaged by or on behalf of the counterparty, where such activities impact the proper use of the final result.
5. Minor defects that can be remedied within a reasonable agreed maintenance period shall not be grounds for withholding approval, provided such defects do not hinder use. If no specific maintenance period has been agreed, HR Installatietechniek shall apply a period of 60 days after completion. HR Installatietechniek must remedy such defects within this maintenance period, insofar as they are its responsibility.
6. If the counterparty discovers defects after the completion or maintenance period, the provisions of the complaints article of these general terms and conditions shall apply.

Article 11 – Rental

1. This article applies to every agreement between HR Installatietechniek and the counterparty concerning the rental of movable property, or the temporary provision of movable property by HR Installatietechniek to the counterparty. “Movable property” shall have the meaning as defined in Article 3:3(2) of the Dutch Civil Code.
2. HR Installatietechniek shall be entitled to require a security deposit, which the counterparty must pay before the start of the agreed rental period.
3. HR Installatietechniek reserves the right to request identification and/or a copy of the counterparty’s identification document.
4. HR Installatietechniek shall determine whether the rented property will be delivered to the counterparty or whether the counterparty must collect it.

5. The counterparty must ensure that:
 - a. upon collection or receipt, the rented property is inspected for defects or damage. Any such issues must be reported immediately to HR Installatietechniek. Failing this, the rented property shall be deemed to have been delivered to the counterparty free of defects and in undamaged condition;
 - b. a proper means of transport is available if the counterparty collects and returns the rented property itself. Transport risk shall be borne by the counterparty;
 - c. the rented property is used in accordance with HR Installatietechniek's instructions, manuals, etc., or that the counterparty has sufficient knowledge and experience to use it properly;
 - d. the rented property remains in good condition during the rental period. The counterparty shall be liable for all damage occurring during the rental period and must report such damage immediately to HR Installatietechniek, providing full details. Repairs may only be carried out by HR Installatietechniek or, with its express permission, in accordance with its instructions;
 - e. HR Installatietechniek is immediately informed in the event of seizure of the rented property – including tax liens – or if there is a reasonable fear of such seizure. The counterparty shall also immediately inform the seizing party that the rented property is owned by HR Installatietechniek;
 - f. the rented property is returned or made available for collection by HR Installatietechniek at the end of the rental period, in the condition and packaging in which it was received. Any costs relating to destruction, loss (including of parts), or necessary cleaning and repairs shall be borne by the counterparty.
6. Upon return of the rented property, HR Installatietechniek shall inspect it. The counterparty shall be given the opportunity to be present during this inspection.
7. The counterparty shall owe the agreed rent for the entire rental period, commencing from:
 - the moment the counterparty removes the rented property from HR Installatietechniek's premises;
 - the moment the rented property is delivered by HR Installatietechniek to the counterparty;
and ending at the moment the rented property – including all associated parts and accessories – is returned to HR Installatietechniek.
8. Delays in loading, unloading, and transporting the rented property that are reasonably at the risk of the counterparty shall be counted as part of the rental period. This shall not lead to an extension or later commencement of the rental period.

9. The rental period shall be extended in the event of delayed return of the rented property after the agreed period, including time required for repairs, cleaning, etc., as a result of negligence by the counterparty. HR Installatietechniek reserves the right, in addition to the extended rent, to claim damages for all losses suffered, including lost profits. If the rented property is not returned, regardless of the reason, the counterparty shall be liable for all damages suffered by HR Installatietechniek, including lost profits and the replacement value of the rented property.
10. All damages and costs payable by the counterparty may be set off by HR Installatietechniek against the security deposit received, if applicable.
11. The rented property shall at all times remain the property of HR Installatietechniek. Subletting, use by third parties, transfer of rights to third parties, or alterations to the rented property without the written consent of HR Installatietechniek are prohibited. The counterparty must ensure that third parties do not gain the impression that it is authorized to further dispose of the rented property.

Article 12 – Complaints and Returns

1. Defects that are not immediately visible must be reported in writing to HR Installatietechniek upon discovery, and no later than within the agreed warranty period. All consequences of late notification shall be borne by the counterparty. If no explicit warranty period has been agreed, a period of 1 year after delivery shall apply.
2. Any complaints regarding the work performed must be reported to HR Installatietechniek immediately upon discovery, but no later than within a warranty period determined by HR Installatietechniek after completion of the work, followed by written confirmation. If no specific period has been set, a warranty period of 3 months shall apply. If no notification is made within the agreed (warranty) period, the work performed shall be deemed to have been carried out in accordance with the agreement.
3. Complaints concerning (water) damage caused by emergency repairs carried out by HR Installatietechniek are not possible and will be declared inadmissible.
4. If ordered goods are only available in standard (wholesale) packaging or minimum quantities applied by HR Installatietechniek, the goods may show minor deviations accepted within the industry. Such deviations shall not be regarded as a shortcoming on the part of HR Installatietechniek, and no warranty claims may be made in this respect.
5. A complaint does not suspend the counterparty's payment obligation.

6. The counterparty is obliged to give HR Installatietechniek the opportunity to investigate the complaint and to provide all relevant information, including in cases where a return is necessary. If HR Installatietechniek must investigate the issue on site, the costs shall be borne by the counterparty, unless the investigation shows that the complaint is justified. The risk of transport shall always rest with the counterparty.
7. Returns shall take place in the manner determined by HR Installatietechniek.
8. A return shipment must be sent in the original packaging or wrapping.
9. Complaints about discoloration or minor mutual color variations are not permitted and will be declared inadmissible.
10. No complaints can be made regarding items that, after receipt by the counterparty, have been altered in nature and/or composition, or that have been wholly or partly processed or treated.

Article 13 – Liability

1. HR Installatietechniek accepts no liability beyond the quality requirements explicitly agreed or guaranteed by HR Installatietechniek.
2. HR Installatietechniek shall only be liable for direct damage, notwithstanding the provision of the previous paragraph. HR Installatietechniek expressly excludes all liability for consequential damages, including business interruption, loss of profit, financial loss, delay damages, and/or personal injury or bodily harm.
3. Measures necessary to prevent and/or limit damage must be taken by the counterparty.
4. In long-term agreements exceeding 3 months, HR Installatietechniek's liability, in deviation from the above, shall be limited to compensation over the last 3 months due, if the insurer does not pay out or if the damage is not covered by insurance taken out by HR Installatietechniek.
5. The counterparty must hold HR Installatietechniek liable within a maximum of 6 months after it became, or reasonably should have become, aware of the damage suffered.
6. For consumers, a period of 1 year shall apply instead of the aforementioned term.
7. If HR Installatietechniek is liable for damages suffered by the counterparty, HR Installatietechniek's obligation to pay damages shall always be limited to the amount paid out by its insurer in that case. If the insurer does not pay out, or if the damage is not covered by insurance taken out by HR Installatietechniek,

liability shall be limited to the invoice amount for the goods delivered or the work performed.

8. HR Installatietechniek is not responsible for the content, accuracy, or completeness of documents provided to it and on which it must base its work or deliveries.
9. HR Installatietechniek is not responsible for the soundness of the materials and/or components made available by the counterparty for further processing and/or installation.
10. If work and/or deliveries are carried out by or on behalf of the counterparty, HR Installatietechniek shall not be liable for any damage to the work resulting therefrom.
11. HR Installatietechniek accepts no liability, and the counterparty cannot invoke the applicable warranty, if the damage is caused:
 - a. by improper use or use contrary to the intended purpose of the goods supplied, or contrary to instructions, advice, manuals, etc., provided by or on behalf of HR Installatietechniek;
 - b. after emergency repairs have been carried out by HR Installatietechniek;
 - c. by untimely or improper maintenance of the goods;
 - d. by errors or omissions in the information or materials provided or prescribed by or on behalf of the counterparty;
 - e. by directions or instructions from or on behalf of the counterparty;
 - f. by repairs or other work or modifications carried out on the delivered goods by or on behalf of the counterparty without the express prior consent of HR Installatietechniek.
12. The counterparty expressly indemnifies HR Installatietechniek against all third-party claims for damages in the cases listed in the previous paragraph. The counterparty shall be fully liable for any resulting damages.
13. The limitations of liability in this article shall not apply if the damage is caused by intent and/or deliberate recklessness on the part of HR Installatietechniek or its management, or if statutory provisions of mandatory law protect the counterparty against potential third-party claims.

Article 14 – Warranties

1. HR Installatietechniek ensures that the agreed deliveries and work are carried out properly and in accordance with the standards applicable in the industry, but never provides a broader warranty than expressly agreed between the parties.
2. During the warranty period, HR Installatietechniek guarantees the usual, normal quality and soundness of the goods delivered.

3. HR Installatietechniek relies on the information provided by the manufacturer or supplier of materials used in the execution of the agreement regarding their properties. If the manufacturer or supplier provides a warranty for the materials delivered, this warranty shall also apply between the parties. HR Installatietechniek shall inform the counterparty accordingly.
4. If the intended use or processing of the goods by the counterparty differs from their usual purpose, HR Installatietechniek only guarantees that the goods are suitable for this purpose if confirmed in writing to the counterparty.
5. As long as the counterparty has not paid the agreed price for the goods and/or the agreed fee for the work, it cannot invoke the warranty.
6. The above does not apply to consumers.
7. In the event of a justified warranty claim, HR Installatietechniek shall, at its own discretion, provide free repair or replacement of the goods, or refund or discount. If additional damage is involved, the provisions of the liability article shall apply.
8. In deviation from the above, the consumer has the choice between replacement or repair, unless this cannot reasonably be demanded from HR Installatietechniek. In that case, the consumer may terminate the agreement in writing or request a discount.

Article 15 – Maintenance Agreement

1. This article only applies to goods/work that have been installed, assembled, or carried out by HR Installatietechniek.
2. If a maintenance agreement has been concluded for a specific period, the counterparty must report any defects to HR Installatietechniek according to HR Installatietechniek's standard procedure. HR Installatietechniek shall then make every effort to repair these defects to the best of its ability.
3. The maintenance agreement concluded between the parties shall include:
 - arrangements regarding call-out charges;
 - the maintenance rates and/or prices applied by HR Installatietechniek;
 - the maintenance contribution and the payment terms;
 - the specified maintenance work;
 - the duration and the rules regarding termination of the maintenance agreement by either party.
4. When entering into a maintenance agreement, HR Installatietechniek shall carry out all necessary maintenance. Parts used, replaced, and/or installed shall be

charged to the counterparty at the prevailing price level, unless otherwise agreed in writing.

5. For a period of 6 months, HR Installatietechnikiek guarantees the proper execution of the maintenance work and the parts used. This period starts from the moment the goods are returned to the counterparty. The guarantee also covers incorrectly performed work, which shall be corrected accordingly.
6. Maintenance shall be carried out during HR Installatietechnikiek's regular working hours, Monday to Friday, excluding public holidays, unless otherwise agreed in writing.
7. The rights and obligations arising from the maintenance agreement cannot be transferred by the counterparty to third parties without the prior written consent of HR Installatietechnikiek.
8. The maintenance agreement shall apply exclusively between the parties involved, unless otherwise agreed in writing by HR Installatietechnikiek.

Article 16 – Payment Between Businesses

1. HR Installatietechnikiek reserves the right at all times to require (partial) advance payment or any other form of security for payment from the counterparty.
2. The due date of an invoice is 14 days after the invoice date, unless otherwise agreed in writing between the parties. If a consumer does not raise an objection within this period, the accuracy of the invoice is deemed to be accepted. Objections must be submitted in writing to HR Installatietechnikiek.
3. After the expiry of the 14-day period—or any other period agreed and confirmed in writing on the invoice—the consumer owes HR Installatietechnikiek a late payment interest of 2%, calculated over the entire principal sum. Any part of a month is counted as a full month.
4. HR Installatietechnikiek reserves the right, in the event of non-payment after the first reminder, to charge extrajudicial collection costs of 15% of the total invoice amount, with a minimum of €150.00.
5. HR Installatietechnikiek reserves the right, in the event of non-payment by the counterparty, to terminate the agreement in writing or suspend the obligations arising from it until the counterparty has made full payment or provided sufficient security. The same right of suspension applies if HR Installatietechnikiek, even before default has occurred, has legitimate reasons to doubt the counterparty's creditworthiness.
6. Payments made by the counterparty will first be used by HR Installatietechnikiek to cover all interest and costs due, and subsequently to settle outstanding invoices,

starting with the oldest, unless the counterparty specifies in writing that the payment is intended for a later invoice.

7. The counterparty may not set off claims against HR Installatietechniek with any counterclaims it may have. This also applies if the counterparty files for (provisional) suspension of payments or is declared bankrupt.
8. In the event of a continuing performance contract, if full payment is not made, HR Installatietechniek will send a written notice of default to the counterparty, granting a reasonable period for compliance. If payment is still not made after this period and the arrears amount to 3 months or more, HR Installatietechniek has the right to suspend services after notifying the counterparty, until full payment is made or sufficient security is provided, or to terminate the agreement by written declaration. Any damages suffered by HR Installatietechniek will be charged to the counterparty.

Article 17 – Payment by Consumers

1. HR Installatietechniek has the right to require (partial) advance payment or any other form of security for payment from the consumer.
2. The due date of an invoice is 7 days after the invoice date, unless otherwise agreed in writing between the parties. If a consumer does not raise an objection within this period, the accuracy of the invoice is deemed to be accepted. Objections must be submitted in writing to HR Installatietechniek.
3. HR Installatietechniek reserves the right, in the event of non-payment after the first reminder, to charge extrajudicial collection costs. The consumer will be given the opportunity to pay within an additional maximum period of 7 days. The collection costs referred to in the previous paragraph are:
 - a. 15% of the principal claim for the first €2,500.00 (with a minimum of €40.00);
 - b. 10% of the principal claim for the next €2,500.00;
 - c. 5% of the principal claim for the next €5,000.00;
 - d. 1% of the principal claim for the next €190,000.00;
 - e. 0.5% of the excess amount of the principal claim.The absolute maximum is €6,775.00.
4. After one year, HR Installatietechniek is entitled to increase the principal claim by the cumulative late payment interest, as set out in paragraph 3 of this article, when calculating the extrajudicial collection costs.
5. HR Installatietechniek reserves the right, in the event of non-payment by the consumer, to terminate the agreement in writing or suspend the obligations arising from it until the consumer has made full payment or provided sufficient security. The same right of suspension applies if HR Installatietechniek, even

before default has occurred, has legitimate reasons to doubt the consumer's creditworthiness.

6. Payments made by the consumer will first be used by HR Installatietechniek to cover all interest and costs due, and subsequently to settle outstanding invoices, starting with the oldest, unless the consumer specifies in writing that the payment is intended for a later invoice.
7. In the event of a continuing performance contract, if full payment is not made, HR Installatietechniek will send a written notice of default to the consumer, granting a reasonable period for compliance. If payment is still not made after this period and the arrears amount to 3 months or more, HR Installatietechniek has the right to suspend services after notifying the consumer, until full payment is made or sufficient security is provided, or to terminate the agreement by written declaration. Any damages suffered by HR Installatietechniek will be charged to the consumer.

Article 18 – Intellectual Property Rights

1. HR Installatietechniek retains all intellectual property rights to goods, documents, and other creations delivered or produced by it in connection with the agreement, unless otherwise agreed in writing between the parties. Both during and after the agreement, HR Installatietechniek retains the exclusive right to exercise these rights.
2. This includes, among other things, that:
 - a. the counterparty may not use the goods and documents delivered or produced by HR Installatietechniek outside the scope of the agreement, may not provide these documents to third parties, allow third parties to access them, or reproduce them without prior written permission from HR Installatietechniek;
 - b. the counterparty may not reproduce, modify, imitate, etc. the goods or parts thereof delivered or produced without agreement and written permission from HR Installatietechniek.
3. The counterparty guarantees that the documents and files provided to HR Installatietechniek do not infringe on copyright or any other intellectual property rights belonging to third parties. The counterparty is liable for damages suffered by HR Installatietechniek as a result of such infringements and indemnifies HR Installatietechniek against third-party claims.

Article 19 – Retention of Title

1. Ownership of all goods delivered or yet to be delivered under the agreement will remain with HR Installatietechniek until the counterparty has fulfilled all payment obligations.

2. These payment obligations include the payment of the purchase price of the goods, increased by claims for the work performed in connection with the delivery, and claims arising from the counterparty's attributable failure to comply with its obligations, such as claims for damages, extrajudicial collection costs, penalties, and interest.
3. The counterparty may resell goods not subject to retention of title in the ordinary course of business.
4. As long as retention of title applies to the delivered goods, the counterparty is not permitted to pledge the goods or otherwise place them under the (actual) control of a financier by means of pledge lists.
5. If third parties claim ownership or other rights to goods subject to retention of title, the counterparty must notify HR Installatietechnik in writing.
6. The counterparty is obliged to store the goods carefully as long as they are subject to retention of title and to treat them as identifiable property of HR Installatietechnik.
7. The counterparty must take out a business or household contents insurance policy under which the goods subject to retention of title are always co-insured. Upon request, the counterparty must provide HR Installatietechnik with access to the insurance policy and proof of premium payments.
8. If the counterparty violates the provisions of this article or if HR Installatietechnik invokes retention of title, HR Installatietechnik and its employees have the unconditional right to enter the counterparty's premises and take possession of the goods delivered under retention of title. This is without prejudice to HR Installatietechnik's right to compensation for damages, interest, and lost profits, as well as the right to terminate the agreement in writing without further notice of default.

Article 20 – Bankruptcy, Incapacity to Act, etc.

1. HR Installatietechnik reserves the right to terminate the agreement at any time, without further notice of default, by written declaration to the counterparty if the counterparty:
 - a. is granted (provisional) suspension of payments or files for suspension of payments;
 - b. is subject to enforcement attachment;
 - c. is declared bankrupt or if a petition for bankruptcy has been filed;
 - d. is placed under guardianship or administration;
 - e. is declared legally incapable of managing his assets;
 - f. is declared unauthorized to dispose of his assets.

2. If the counterparty is placed under guardianship/administration, he must at all times inform his guardian/administrator of the agreement, its content, and these general terms and conditions. The counterparty must keep the guardian or administrator informed at all times of the (content of the) agreement and these terms and conditions.

Article 21 – Force Majeure and Incapacity

1. In the event of force majeure/incapacity on the part of either the counterparty or HR Installatietechniek, HR Installatietechniek has the right to terminate the agreement by written notice to the counterparty or to suspend the performance of its obligations toward the counterparty for a reasonable period, without being liable for any damages.
2. For the purpose of these general terms and conditions, force majeure/incapacity on the part of HR Installatietechniek shall mean: a failure not attributable to HR Installatietechniek, its engaged third parties, or other compelling reasons on the part of HR Installatietechniek.
3. If the situation of force majeure/incapacity occurs after the agreement has already been partially performed, the counterparty must fulfill its obligations toward HR Installatietechniek up to that point.

Article 22 – Cancellation, Suspension

1. An appointment must be canceled or rescheduled at least 24 hours in advance. If this does not occur, HR Installatietechniek reserves the right to charge the reserved time at the agreed customary hourly rate to the counterparty.
2. If the counterparty wishes to cancel the agreement before or during its execution, he shall owe HR Installatietechniek compensation, to be determined by HR Installatietechniek. Such compensation shall include all costs incurred by HR Installatietechniek and losses suffered as a result of the cancellation, including lost profits. HR Installatietechniek has the right to fix the compensation and—at its discretion, depending on the work or deliveries already carried out—charge the counterparty between 20% and 100% of the agreed price.
3. If third parties cancel, the counterparty shall be liable. The counterparty indemnifies HR Installatietechniek against any claims from third parties arising therefrom.
4. HR Installatietechniek reserves the right to offset all amounts already paid by the counterparty against any compensation due.
5. Costs incurred and/or work performed are immediately payable by the counterparty if the execution of the work is suspended at the request of the

counterparty. During the suspension, HR Installatietechniek reserves the right to charge the counterparty for costs incurred or reserved hours.

6. HR Installatietechniek reserves the right to terminate the agreement with the counterparty in writing if the suspended performance of the agreed work cannot be resumed.
7. If the agreement is resumed after a suspension, the counterparty shall be obliged to reimburse HR Installatietechniek for any costs resulting from the resumption.

Article 23 – Applicable Law / Competent Court

1. The agreement concluded between HR Installatietechniek and the counterparty is exclusively governed by Dutch law.
2. The applicability of the CISG (Vienna Sales Convention) is expressly excluded.
3. Disputes shall be submitted to the competent court in the district where HR Installatietechniek has its registered office. HR Installatietechniek reserves the right to submit a dispute to the competent court in the district where the counterparty is established.
4. A consumer may at any time choose to submit a dispute to the legally competent court, provided that he notifies HR Installatietechniek in due time. “In due time” shall mean within one month after HR Installatietechniek has informed the consumer in writing of its intention to submit the dispute to the competent court in its own district.
5. If the counterparty is established outside the Netherlands, HR Installatietechniek reserves the right to submit the dispute to the competent court in the country or state where the counterparty is established.

Dated: 28 March 2024