

**DSPA B.V.**

Hogelandseweg 30 | 6545 AC Nijmegen | The Netherlands
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IBAN: NL29 RABO 0189 7504 48 | BIC/SWIFT: INGBNL2A
VAT nr. NL854656558B01 | Chamber of Commerce 62109413

General Conditions DSPA B.V.

Section 1: General provisions

Definitions

In these general conditions, the following definitions apply:

- 1.1. *General conditions*: the general conditions listed below as applied by DSPA.nl.
- 1.2. *DSPA.nl*: DSPA B.V., also trading under the name DSPA.nl, with statutory seat and offices in Nijmegen, registered under Chamber of Commerce number 62109413 as well as the businesses associated with it.
- 1.3. *Purchaser*: every natural person, contractual company, or legal person purchasing Products from DSPA.nl, or with which DSPA.nl concludes an Agreement or with which DSPA.nl is engaged in negotiations on the conclusion of an Agreement.
- 1.4. *Agreement*: any agreement between DSPA.nl and Purchaser on the sale and delivery of Products (including – though not limited to – distribution of Products) and the provided Services by DSPA.nl, as well as any addition or modification to it, also including appendices associated with the agreement and all legal actions to prepare or implement the agreement.
- 1.5. *Products*: all goods to be delivered and/or delivered already by DSPA.nl pursuant to the Agreement or the services to be provided and/or provided already, also including the execution of activities.
- 1.6. *Services*: All works performed by DSPA.nl for the Purchaser, including but not limited to construction, assembly, installation, or other similar activities, as well as all related obligations concerning preparation, advice, execution, inspection, and maintenance.
- 1.7. *Written*: established in writing or alternatively recorded by electronic means (including – not exclusively – an e-mail message).

Applicability

- 2.1. These General conditions are applicable to all Agreements between DSPA.nl and Purchaser and the legal relationships resulting from them. DSPA.nl emphatically rejects any applicability of General conditions of Purchaser, unless it is expressly established otherwise in writing.
- 2.2. Deviation and/or supplementation of the General conditions can only be established in writing and expressly. In case the Agreement deviates as to content from the content of the General conditions, the content of the Agreement prevails. DSPA.nl reserves itself the right to modify and/or supplement these General conditions later on.
- 2.3. The legal relationship between DSPA.nl and Purchaser (besides by the provisions from the Agreement and the General conditions) is also controlled by the most recent version of the Incoterms at the time of adoption of the Agreement. Wherever the provisions of the Agreement and/or the General Sales Conditions substantively deviate from the provisions of the Incoterms 2020, or at least the most recent version of the Incoterms at the time of adoption of the Agreement, the provisions of the Agreement and/or these General Sales Conditions prevail.
- 2.4. The nullity or annulment of one or more provisions from the Agreement and/or from these General conditions do not affect the validity of the other provisions of the Agreement and the General conditions. If and to the extent a provision from this Agreement is invalid, void, or annulled, or if under the given circumstances, to standards of reason and fairness, was to be unacceptable, between parties a provision applies which – taken into consideration all circumstances – corresponds as much as possible with the purpose and substance of the relevant provision and the Agreement.
- 2.5. In case these General conditions are reproduced in a language other than Dutch and ambiguities were to arise with regard to the translated text, the Dutch text will prevail at all times.
- 2.6. In case DSPA.nl upon implementation of the Agreement makes use of one or more other (legal) persons, to these (legal) persons the right to appeal to these General conditions vis-a-vis Purchaser will fall as well, unless the other (legal) person was imposed by Purchaser.

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Offers and quotations

- 3.1. Offers and quotations are not binding for DSPA.nl, unless it is emphatically stated otherwise in writing. All quotations and offers of DSPA.nl are non-committal and can be revoked by DSPA.nl at all times, unless the contrary is expressly stated in writing.
- 3.2. An Agreement is adopted through the Written acceptance by Purchaser of the offer or quotation issued to that effect by DSPA.nl and through the emphatic Written acceptance by DSPA.nl of an offer, quotation, request, or order of Purchaser. In case the Written confirmation of the acceptance by DSPA.nl is not forthwith contested in writing by Purchaser, the Agreement is considered to have come about in conformity with the Written confirmation of DSPA.nl. If Purchaser unilaterally modifies the offer or quotation of DSPA.nl, this modification will only be a part of the Agreement after the express Written acceptance of it by DSPA.nl. The Agreement is subsequently adopted as soon as DSPA.nl commences with the implementation of the substance of the Agreement.
- 3.3. Information stated in pictures, catalogues, technical drawings, advice and – additional – information otherwise provided by DSPA.nl emphatically do not bind DSPA.nl.

Prices

- 4.1. Unless emphatically established otherwise in writing, to Purchaser are applied prices as listed in the Agreement (and possibly appendices). The prices are exclusive of VAT and other government levies and are listed in euros. An increase in VAT or in other government levies may always be passed on by DSPA.nl.
- 4.2. DSPA.nl has the right in case of increases in cost factors to correspondingly increase the price and to integrally pass those on to Purchaser. Intended by cost factors are for example, though not exclusively, raw material, semi-finished products, materials, wages, transport costs, insurance premiums, levies, taxes, rates changes, other goods and/or services. If the price increase takes place within three months after adoption of the Agreement and amounts to more than 2%, and the established term for delivery or implementation amounts to less than three months, Purchaser has the right to rescind the Agreement within 14 days after announcement by DSPA.nl of the price increase, by way of an unambiguous Written statement to that effect sent to DSPA.nl. If Purchaser does not rescind the Agreement within 14 days after announcement of the price increase, Purchaser will be deemed to have agreed to the price increase.
- 4.3. If the price is set in another currency than the euro, the sum in euros corresponding to that amount at the moment of payment will not be lower than the price in euros would have been at the moment of adoption of the Agreement. The exchange risk is borne by Purchaser.

Payment and security

- 5.1. Payment must take place within 14 days after invoice date. Payment will at all times take place without any discounts, set-offs, or suspensions by Purchaser on any account whatsoever.
- 5.2. Before proceeding to (further) fulfil their obligations from the Agreement, DSPA.nl always has the right to demand full or partial payment for each delivery or partial delivery, or otherwise an adequate security (such as a bank guarantee) for the compliance with payment obligations of Purchaser. In case Purchaser refuses to pay in advance or to lodge the security demanded respectively, DSPA.nl has the right to completely or partially rescind the Agreement(s) without further default notice, by way of a Written notification, without prejudice to the right of DSPA.nl to compensation of damage, cost, and interest.
- 5.3. Upon payment not being made (timely) for any amount due to DSPA.nl, Purchaser falls legally into default by the simple expiry of the applicable payment term, without requirement of a prior default notice. In such case, DSPA.nl has the right, at their own discretion, to subsequently either charge Purchaser a default interest rate of 2% monthly (a part of a month being counted as an entire month) or the statutory commercial interest pursuant to art. 6:119a BW (Netherlands Civil Code), always counted from the expiry date of each invoice amount, until the moment of full settlement.
- 5.4. In case DSPA.nl has had to incur (extra)judicial costs in connection with an invoice left unpaid by Purchaser, DSPA.nl has the right to bill a remuneration to Purchaser on account of the costs incurred by DSPA.nl – of at least 10% of the gross invoice value (with a minimum of € 500 exclusive of VAT), and such increased by € 25 in administrative costs, without prejudice to the right of DSPA.nl to full compensation for the expenses which have reasonably been incurred. Also all judicial and enforcement costs reasonably incurred by DSPA.nl will be borne by Purchaser.

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- 5.5. All claims of DSPA.nl on Purchaser become immediately payable:
- in case of the incorrect, incomplete, or late fulfilment by Purchaser of his obligations;
 - when Purchaser falls into a state of bankruptcy or in circumstances which can be considered equivalent, applies for suspension of payment, or his receivership or trusteeship has been applied for;
 - when the goods or claims of Purchaser are seized in any manner;
 - when Purchaser passes away; or
 - the Agreement with Purchaser ends.
- 5.6. DSPA.nl has the right to set off their possible payment obligations – of whatever nature – towards Purchaser against payment obligations – of whatever nature – of Purchaser towards DSPA.nl.

General obligations Purchaser

- 6.1. Purchaser is fully responsible for both the timely provision and the accuracy of the information, data, and decisions furnished by or on behalf of him to DSPA.nl which are necessary to adequately implement the Agreement. Any possible errors in drawings and calculations which are based on information, data, and decisions provided by or on behalf of Purchaser are entirely at the risk of Purchaser. Purchaser safeguards DSPA.nl against third party claims with regard to this information, data, and decisions.
- 6.2. Purchaser will timely assess documents which DSPA.nl prepares upon the implementation of the Agreement.
- 6.3. It is not permitted to Purchaser to transfer his rights pursuant to an Agreement with DSPA.nl, nor to pawn them to third parties or otherwise encumber them without the emphatic Written permission of DSPA.nl.

Implementation term

- 7.1. The term for implementation of and compliance with the Agreement is indicated with the greatest possible precision. Terms indicated by DSPA.nl, however, can never be considered strict time limits. No deadline given by DSPA.nl qualifies as a strict deadline (*fatale termijn*). The term of implementation or delivery commences on the day stated in the Agreement. If for the implementation of the Agreement certain data, drawings, etc. are necessary, or if certain formalities are required, the term of implementation or delivery only commences after all data and drawings are in the possession of DSPA.nl or alternatively after in the opinion of DSPA.nl the required formalities have been complied with.
- 7.2. Upon expiry of the indicated term, Purchaser is not entitled to any compensation of damage. In such case, Purchaser does not have the right to rescission or cancellation of the Agreement either, unless Purchaser sets a reasonable term for compliance for DSPA.nl and DSPA.nl still does not comply with their obligations pursuant to the Agreement. In case of force majeure as intended in article 8, the last phrase will not be applied and article 8 becomes effective.

Force majeure

- 8.1. DSPA.nl is not obligated to comply with any obligation, if it is obstructed in doing so as a result of a circumstance which cannot be attributed to fault, and which is not their responsibility due to either legislation, a legal action, or to commonly held opinion (force majeure).
- 8.2. Intended by force majeure in these General conditions, besides what is comprised by it in legislation and jurisprudence, are all outside causes, foreseen or unforeseen, on which DSPA.nl exerts no or insufficient influence and which will prevent DSPA.nl from carrying out the Agreement in the established manner. Force majeure will in any case be said to pertain in the following cases – though not exclusively –: strikes, company occupation, blockades, embargo, government measures, war, revolution and/or any situation which can be equalled to it, power outages, malfunctions in electronical lines of communication, disturbances in traffic, fire, explosions and other calamities, water damage, flooding, earthquakes and other natural disasters, illness of persons involved in or required for the implementation of the Agreement, and the default by suppliers of DSPA.nl.
- 8.3. If upon the start or during the implementation of what has been established it turns out that, due to force majeure the Agreement is not executable – for example as a result of technical impossibilities – then DSPA.nl will have the right to demand that the Agreement will be modified in such a way that what was established becomes possible, or otherwise they are not held (any longer) to compliance and/or compensation in the event execution turns out never to be possible as a result.

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- 8.4. If the period of suspension on account of force majeure lasts longer than three months, Purchaser has the right to rescind the Agreement. If the force majeure only partially prevents the performance of the Agreement, Purchaser shall only be entitled to dissolve the Agreement for that part. Both in the event that DSPA.nl nevertheless proceeds to comply after elimination of the situation of force majeure and in the event that DSPA.nl decides to rescind, DSPA.nl will never be obligated to compensate any damage.
- 8.5. DSPA.nl also has the right to appeal to force majeure if the circumstance which impedes (further) compliance enters into effect after the moment on which DSPA.nl, pursuant to the Agreement, should have complied with their obligations.
- 8.6. To the extent DSPA.nl has already fulfilled their obligations from the Agreement partially at the time the force majeure comes into effect, DSPA.nl has the right to bill the already fulfilled part to the counterparty separately or, in case compliance by DSPA.nl regards a payment, they have the right to reclaim what was paid already as undue.

Shortcomings and damage

- 9.1. DSPA.nl only falls into default after a demonstrable, attributable shortcoming of DSPA.nl pertains, and Purchaser has declared the default of DSPA.nl in writing, detailed and substantiated with evidence, whereby he has summoned DSPA.nl to correct the consequences of the shortcoming within a reasonable term and DSPA.nl, furthermore, has not, or not timely, complied with this summation.
- 9.2. In case DSPA.nl falls short in complying with the Agreement vis-a-vis Purchaser, DSPA.nl has the right, at their own discretion, within a reasonable term to either correct the shortcoming or to (partially) rescind the Agreement by way of a Written rescission statement to Purchaser.
- 9.3. DSPA.nl is not liable for damage or costs (direct and indirect) of Purchaser occurring due to a shortcoming in compliance with the Agreement towards Purchaser, neither for damage resulting from (the use of) the Products delivered, or the Services provided, by DSPA.nl, unless the damage is preponderantly attributable to intent or gross negligence on the part of DSPA.nl.
- 9.4. In case Purchaser is of the opinion that he suffers damage or will suffer damage as a consequence of any shortcoming, action, or failure to act by DSPA.nl, Purchaser must accordingly inform DSPA.nl in writing forthwith after Purchaser has learned of this issue. In case of late reporting of damage (risks), any right of Purchaser to compensation of damage by DSPA.nl will lapse. A report of damage (risks) is late in any case if takes place later than 7 days after Purchaser was aware of the damage (risks) or should have been aware.
- 9.5. In case DSPA.nl is liable, the liability of DSPA.nl is limited to a maximum of 5% of the principal paid by Purchaser with regard to the Products of Services, advice, or execution of other activities underlying the damage. If the damage is not covered by any insurance, DSPA.nl is not liable towards Purchaser.
- 9.5. DSPA.nl is never liable for indirect damage, including in any case (though not limited to) consequential damage, loss of profit, missed savings, and damage due to operational stagnation.
- 9.6. DSPA.nl is at all times entitled to engage third parties, including subcontractors, at its own discretion in the performance of Services, without the prior consent of the other party. DSPA.nl is not liable for any shortcomings on the part of third parties or subcontractors engaged by it, except in the case of intent or deliberate recklessness on the part of DSPA.nl itself.
- 9.7. Purchaser also safeguards DSPA.nl against all third party claims on account of damage suffered by these caused (partly) by the Products delivered and/or the Services provided by DSPA.nl.
- 9.8. All claims of Purchaser on DSPA.nl furthermore lapse in any case if they have not been submitted to the competent court of law within a year after the moment on which Purchaser had become cognisant of it or could reasonably have become such.
- 9.9. If and to the extent Purchaser has insured any risk associated with the assignment, he is obligated to claim any possible damage under such insurance and to safeguard DSPA.nl against recovery claims on the part of the insurance company.
- 9.10. A series of related damaging events shall be considered as a single event for the purposes of this article.

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Termination and suspension

- 10.1. DSPA.nl shall be entitled, without prejudice to its right to claim damages, to terminate the Agreement without notice of default and with immediate effect by means of Written notification to Purchaser, if one or more of the following circumstances occur:
 - a) Purchaser has failed to fulfill its obligations under the concluded Agreement and, in the case of a remediable breach, Purchaser has failed to remedy such breach within fourteen (14) days after having been given notice to do so;
 - b) Bankruptcy or suspension of payments has been applied for with respect to Purchaser;
 - c) Purchaser's business is dissolved, liquidated, or discontinued;
 - d) A request is made for the attachment of goods or property rights of Purchaser, or such attachment is actually made;
 - e) DSPA.nl has reasonable grounds to fear that Purchaser is or will be unable to fulfill its obligations arising from the Agreement and Purchaser, at the request of DSPA.nl, fails to provide sufficient security for the fulfillment of its obligations.
- 10.2. Termination of the Agreement shall result in:
 - a) All claims of DSPA.nl becoming immediately due and payable; and
 - b) All property (including documents) of DSPA.nl being returned immediately.
- 10.3. DSPA.nl reserves the right at all times to claim additional damages.
- 10.4. DSPA.nl shall at all times be entitled to set off its obligations to Purchaser, in whole or in part, against any claim DSPA.nl has or will have against Purchaser at any time.
- 10.5. Purchaser shall not be entitled to invoke any right of suspension or set-off against DSPA.nl.
- 10.6. In case Purchaser wishes to terminate the Agreement(s) and DSPA.nl accepts this in writing, Purchaser is obligated to compensate the costs incurred by DSPA.nl integrally and to indemnify DSPA.nl on account of, amongst other things, loss of profit and coverage of general expenses, against additional payment of at least 15% of the principal, and all matters without prejudice to the further rights falling to DSPA.nl.

Intellectual property

- 11.1. DSPA.nl has the exclusive copyrights/intellectual property of all the material, systems, and other works prepared by them, unless established otherwise in writing. No right flowing from the design and model of Products of DSPA.nl will pass to Purchaser.
- 11.2. Purchaser will not copy, nor enable the copying by a third party of, any model or design of DSPA.nl, nor reproduce them, whether directly or indirectly. If Purchaser is aware or is informed of the fact that a third party is infringing on the rights flowing from a design or model of DSPA.nl, he must immediately inform DSPA.nl accordingly in writing.
- 11.3. The right to use any trade name or brand name of DSPA.nl is only transferred to Purchaser when DSPA.nl has expressly issued a license to that effect to Purchaser.
The name of DSPA.nl may only be used by Purchaser for advertising purposes within the framework of his regular business activities.
- 11.4. Purchaser safeguards DSPA.nl against all third party claims with regard to rights of intellectual property to material or information furnished by Purchaser which are used upon the implementation of the Agreement.

Non-disclosure

- 12.1. Purchaser is obligated to strict secrecy regarding all confidential information (including but not limited to information about the Products, Services, commercial-, financial- or business information) received from DSPA.nl or otherwise obtained in the context of the Agreement, regardless of the manner in which it is provided (in writing, orally, electronically, or otherwise), and shall not disclose such information to any third party without the prior Written consent of DSPA.nl.

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Disputes and applicable law

- 13.1. To all offers made by DSPA.nl and the Agreements concluded between Purchaser and DSPA.nl, as well as to the legal relationships resulting from them, Netherlands legislation is exclusively applicable. The applicability of the Vienna Commercial Treaty is emphatically excluded.
- 13.2. Disputes flowing from offers made by DSPA.nl, from Agreements concluded between Purchaser and DSPA.nl, supplements to them or additional work, as well as from the resulting legal relationships, will be settled through arbitration pursuant to the regulation of the arbitration council for the construction sector, 'Raad van Arbitrage voor de Bouw', as it is applicable three months prior to the signing of the Agreement. DSPA.nl has the right at all times to submit aforementioned disputes for settlement to the regular, competent court in the district of the place of establishment of DSPA.nl. If Purchaser wishes to file proceedings, he must first set a term of at least 14 days for DSPA.nl by registered mail, during which term DSPA.nl must communicate in writing whether they wish the 'Raad van Arbitrage voor de Bouw' to settle the dispute, or the regular, competent court in the district of the place of establishment of DSPA.nl.

Section 2: Special provisions sale and delivery

To Agreements between DSPA.nl and Purchaser regarding the sale by DSPA.nl to Purchaser of Products, besides the articles 1 through 13 of section 1, also the provisions 14 through 19 of this section are applicable. In the event of any conflict between the provisions of this section and the provisions of section 1, the provisions of this section shall prevail.

Conditions of use

- 14.1. Purchaser is obligated to store and use a Product demonstrably in conformity with the regulations made available by DSPA.nl, and congruently with the use for which the Product is intended, failing which any right of Purchaser relating to a shortcoming in the Agreements and the warranties provided by DSPA.nl will come to lapse.

Retention of property

- 15.1. The property of the Products, notwithstanding the actual delivery, is only transferred to the Purchaser after he has settled all claims of DSPA.nl regarding the compensation for Products delivered or to be delivered pursuant to the Agreement or to any comparable agreement, or for activities executed or to be executed for the benefit of Purchaser pursuant to such an agreement, as well as regarding the claims on account of the shortcoming in complying with such agreements.
- 15.2. As a security for the payment of claims flowing from Agreements other than those mentioned in the preceding, a pledge without property title is established already for the delivered Products and the claims thereby created by Purchaser beforehand to the advantage of DSPA.nl. DSPA.nl is authorised to register this pledge.
- 15.3. It is not permitted to Purchaser, as long as the Products still are the property of DSPA.nl, or alternatively as long as they are subject to a pledge without property title, to alienate them, pledge them, encumber them or in any way dispose of them.
- 15.4. As long as the delivered Products have not been paid for in full, Purchaser is obliged to keep the delivered Products in such a way that the Products are immediately recognisable to everyone as the property of DSPA.nl.
- 15.5. If Purchaser does not comply with his obligations pursuant to the Agreement or otherwise or if there exists a well-founded fear that he will not do so, DSPA.nl will have the right to remove or have removed the goods which are subject to the retention of property intended in this article. Purchaser is obligated to give his full cooperation to this effect.
- 15.6. Purchaser commits himself to insure and keep insured the matters delivered under retention of property, against fire, explosion and water damage, as well as against theft, and to present the policy of this insurance for perusal to DSPA.nl upon the latter's first request.

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Delivery and risk

- 16.1. The Agreement and quotations of DSPA.nl and the prices listed therein are based on delivery "ex works" as described in the most recent version of the Incoterms, unless it is agreed otherwise in writing. It is always permitted to DSPA.nl to deliver in batches. Shipping, transport, as well as the loading and unloading of the goods to and/or at the place of destination is taken care of by Purchaser and is at the expense and risk of Purchaser, unless established otherwise in writing. If with regard to shipping, transport, or loading and unloading it is established that DSPA.nl (partially) avails itself of such, this does not affect what is stipulated in these General conditions regarding the transfer of risk.
- 16.2. From the moment of delivery ex works or alternatively at another location accepted by DSPA.nl, the Products are considered to have been accepted by Purchaser. From the moment the Products leave the premises of DSPA.nl, the Products will be at the risk of Purchaser.
- 16.3. If in the event of delivery, the Products are not, for whatever reasons, taken by the Purchaser on time at the place of destination, Purchaser will fall into default without prior notice. In such event, DSPA.nl will be authorised to have the Products stored at the expense and risk of Purchaser. DSPA.nl has the right of retention to all matters to be processed until Purchaser has settled all costs of storage as well as all claims of DSPA.nl. After prior announcement of DSPA.nl, whereby Purchaser will concede still a 14-day term to take the Products, DSPA.nl will be authorised to rescind the Agreement and to sell these Products to a third party. In the event of sale to a third party, Purchaser will still owe (as a manner of compensating damage) the purchase price, interest, and (extrajudicial and sales) costs, reduced, however, by the net earnings from the sale to that third person.

Quality and complaints

- 17.1. The Products delivered by DSPA.nl are considered as having been delivered in conformity with the Agreement in any case if they comply with the specifications emphatically established between DSPA.nl and Purchaser.
- 17.2. Purchaser is obligated to inspect or have inspected the Products on delivery for all visually perceivable characteristics and/or defects. Purchaser must verify that
 - a) All the correct (numbers of) Products have been delivered;
 - b) the delivered Products comply with the specifications as agreed in the Agreement.
- 17.3. Complaints with regard to the Products not complying with the Agreement (non-conformity) must be submitted by purchaser no later than within seven days after receipt of the Products to DSPA.nl in writing. Complaints about invisible non-conformities must be submitted by Purchaser no later than within seven days after Purchaser has or should have discovered them to DSPA.nl in writing. The right of Purchaser to appeal to the Products not corresponding with the Agreement lapses if Purchaser does not (timely) inform DSPA.nl of it in writing under specification of the nature of the shortcoming and the number of goods in which the shortcoming was identified. In case of minor deviations in size, weight, quality, suitability and/or in surface structure – and such at the exclusive discretion of DSPA.nl – the goods will be considered as delivered in conformity with the Agreement and complaints can no longer be lodged.
- 17.4. A complaint must clearly, completely, and precisely describe the non-conformity alleged by Purchaser. A telephonic report can never be counted as a complaint. A (Written) report to agents, intermediaries, brokers, or traders of DSPA.nl cannot be considered a complaint, either. Submitting a complaint does not relieve Purchaser from his payment obligation.
- 17.5. In the absence of timely and correct submittal of complaints in conformity with these General conditions, all rights of Purchaser regarding will lapse and DSPA.nl will be considered to have fully complied with their obligations.
- 17.6. DSPA.nl has the right to conduct their own investigation into the nature, dimensions, and causes of an alleged shortcoming, in which case Purchaser is bound to give full cooperation to it, in the absence of which Purchaser will not be able to exercise any claims on DSPA.nl with regard to the alleged shortcomings.
- 17.7. If a complaint is considered as well-founded by DSPA.nl, DSPA.nl will, at their own discretion, either correct or replace the delivered Products (or alternatively the provided services), or credit the purchase price paid by Purchaser and thereby take back the delivered Products.

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Recall

If one of the parties becomes aware of a defect in the delivered Products (including packaging), it must inform the other party of this in writing. This party will state the nature of the defect, the quantity of the affected Products and all other relevant information.

DSPA.nl will then indicate which necessary measures must be taken by the parties, which may include discontinuing deliveries, blocking stocks and/or issuing a recall. In this case, Purchaser shall provide all reasonable cooperation, including, but not limited to, providing all relevant information and informing its own customers.

During a recall, both parties shall be entitled to inspect, consult and carry out a counter-assessment.

Submitting a complaint or carrying out a recall does not release Purchaser from its payment obligations towards DSPA.nl.

Returns

Returns are only permitted if DSPA.nl has given its express Written consent.

Unless otherwise agreed, returns are at the expense and risk of Purchaser.

Section 3: Special provisions Service

To Agreements between DSPA.nl and Purchaser regarding the Services provided by DSPA.nl on order of Purchaser, besides the articles 1 through 13 of section 1, also the provisions 20 through 26 of this section are applicable. In the event of any conflict between the provisions of this section and the provisions of section 1, the provisions of this section shall prevail.

Obligations of Purchaser

- 18.1. Purchaser makes sure that DSPA.nl can timely dispose:
 - of all information and permissions (such as permits, exemptions, and rulings) required for the organisation of the work, if necessary through consultation with DSPA.nl;
 - of the building, the premises, or the water in or on which the work must be executed;
 - of sufficient possibilities for the supply, storage and/or removal of building material and equipment;
 - of connection points for electrical machinery, illumination, heating, gas, compressed air, and water;and all matters in such a way that the work can be conducted in a 'normal' manner.
- 18.2. The required electricity, gas, and water are at the expense of Purchaser.
- 18.3. Purchaser must make sure that activities and/or deliveries to be conducted by others which are not a part of the work of DSPA.nl will be carried out in such a way and so timely that the execution of the work will not suffer from delays as a consequence, failing which the entire delay will be at the risk and expense of the Purchaser.

Liability of Purchaser

- 19.1. Purchaser bears responsibility for the constructions and methods prescribed by or on behalf of him, including the effect exerted on them by the terrain, as well as for the orders and instructions given by or on behalf of him.
- 19.2. If building material or equipment which Purchaser has made available or has prescribed were to be defective, Purchaser is liable for the damage caused by this.
- 19.3. The consequences of compliance with legal requirements or rulings by the authorities which become effective after the day of the quotation, are borne by Purchaser, unless it must reasonably be assumed that DSPA.nl had been able to foresee those consequences on the day of the quotation already.
- 19.4. Purchaser is liable for damage to the work as a consequence of activities or conducted deliveries carried out by him or on his order by third parties.
- 19.5. If after adoption of the Agreement it turns out that the construction site is polluted or that the building material deriving from the work is polluted, Purchaser is liable for the consequences resulting from this fact for the execution of the work.

**DSPA B.V.**

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Implementation duration and postponement of delivery

- 21.1. The term within which the work will be delivered is expressed in workable business days; this regards a target term and is not a fatal time limit.
- 21.2. DSPA.nl is entitled to extension of the term within which the work will be delivered if due to force majeure, due to circumstances accounted for by Purchaser, or due to modification of the Agreement or of the conditions for implementation, it cannot be demanded from DSPA.nl that they deliver the work within the established term.
- 21.3. If the start or the progress of the work is slowed down by factors for which Purchaser bears responsibility, the resulting damage and costs for DSPA.nl must be fully compensated by Purchaser.

Inspection and approval

- 22.1. A reasonable term prior to the day on which the work will be completed in the opinion of DSPA.nl, DSPA.nl will invite Purchaser in writing to proceed to inspect the work. The inspection takes place as soon as possible though no later than within eight days after the day intended in the preceding. The inspection is conducted by Purchaser in the presence of DSPA.nl and serves to determine whether DSPA.nl has complied with their obligations pursuant to the Agreement.
- 22.2. After the work has been inspected, DSPA.nl is notified by Purchaser in writing within eight days whether or not the work has been approved, in the former case under specification of such minor defects as may be present as intended in the sixth section, in the latter under specification of the defects which constitute the grounds for withholding the approval. In case the work is approved, designated as the day of approval is the day on which the relevant announcement is sent to DSPA.nl.
- 22.3. In case a Written announcement indicating whether or not the work is approved is not sent within eight days after inspection to DSPA.nl, the work is considered to have been approved on the eighth day after inspection.
- 22.4. If the inspection does not take place within eight days after the day intended in the first section, then the work is considered to have been approved on the eighth day after the day intended in the first section.
- 22.5. The work is considered to have been approved if and to the extent it is put into service. The day of commissioning of the work or of a part of it counts as the day of approval of the work or of the relevant part of it.
- 22.6. Small defects which can reasonably be corrected during the maintenance term, will constitute no grounds for the withholding of approval, on condition they do not impede a possible commissioning.
- 22.7. With regard to a re-inspection after the withholding of approval, the aforementioned provisions are correspondingly applied.

Delivery

- 23.1. The work is considered as delivered in case it is in conformity with article 22 or it is considered approved. The day on which the work is or is considered approved counts as the day on which it is considered delivered.
- 23.2. After the inspection and approval process as set out in Article 22, it shall be at the sole discretion of DSPA.nl to determine whether and in what manner any identified defects or shortcomings will be corrected. Purchaser shall not be entitled to require correction of defects beyond what DSPA.nl deems necessary or appropriate. DSPA.nl's decision regarding the correction, replacement, or acceptance of any work or part thereof shall be final, unless otherwise provided in the Agreement.
- 23.3. DSPA.nl is obligated to correct the small defects intended in article 23.2, as soon as reasonable possible. The maintenance term amounts to 30 days, unless it is stipulated differently in the Agreement or if stated by DSPA.nl after inspection, and enters into effect immediately after the day on which the work, pursuant to the first section, is considered as delivered.

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Liability after delivery

- 24.1. After delivery, DSPA.nl is no longer liable for shortcomings to the work, barring serious defects and hidden defects. A defect can only be termed serious if it threatens the cohesion of the work or of an essential component of it.
- 24.2. Legal claims pursuant to the defects intended in the preceding item are not admissible if they are lodged after the expiry of five years after the delivery.
- 24.3. In case DSPA.nl is liable after delivery, such liability is limited to a maximum of 5% of the contracting sum.