

General terms and conditions

Laarmann Group B.V.

Article 1. Definitions

1.1. The capitalised words are defined as follows in these general terms and conditions unless expressly indicated otherwise or determined otherwise by the context:

Customer:	The legal entity or natural person which or who acts in the pursuit of its profession or company which or who entered into or wishes to conclude an Agreement with Laarmann;
Laarmann:	The user of these general terms and conditions: Laarmann Group B.V., established at Op Het Schoor 6 in Roermond, Netherlands, and registered in the Commercial Register of the Chamber of Commerce with CoC number 14108153;
Location:	The location where Laarmann performs or must perform work in consultation with the Customer;
Agreement:	The agreement between Laarmann and the Customer;
Product:	The product offered and sold by Laarmann;
In Writing/Written:	In writing or by email;
Webshop:	The Laarmann webshop available at https://webshop.laarmann.eu/ on which Products are offered and can be ordered;
Website:	The https://www.laarmann.eu/ website.

1.2. Unless the context determines otherwise, the definitions set out above used in the singular will also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions govern all offers by Laarmann and all Agreements between Laarmann and the Customer.
- 2.2. If these general terms and conditions have governed a legal relationship between Laarmann and the Customer at any time, the Customer will be deemed to have accepted the applicability of these general terms and conditions concerning any agreements concluded afterwards, or any Agreements that are to be concluded at a later time.
- 2.3. Deviations from these general terms and conditions will only be valid if these have been explicitly agreed on with Laarmann In Writing.
- 2.4. The applicability of any purchase or other conditions of the Customer is explicitly rejected.
- 2.5. If one or more provisions of these general terms and conditions are found to be invalid or void, the remaining provisions of these general terms and conditions will remain in full force and effect. Laarmann will replace the invalid or void provisions, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- 2.6. Insofar as Laarmann does not require strict compliance with these general terms and conditions at all times, this will not mean that their provisions will not apply or that Laarmann will lose any right to require strict observance of the provisions of these general terms and conditions in any other cases.
- 2.7. Laarmann has the right to amend these general terms and conditions and to declare the amended general terms and conditions applicable to the existing Agreement. The Customer will be informed of the new version of the general terms and conditions and their effective date In Writing.

Article 3. Offer

- 3.1. All offers of Laarmann are non-binding.
- 3.2. The Customer is responsible for the accuracy and completeness of the requirements, specifications, and other details provided to Laarmann by or on behalf of the Customer on which Laarmann based its offer. If it becomes clear that the requirements and/or specifications and/or other data provided by the Customer are incorrect or incomplete, this may lead to additional costs that may be charged to the Customer.
- 3.3. Manifest errors or mistakes, such as typographical errors, in email messages, quotations, on the Webshop, on the Website, or in other communication by Laarmann will not be binding to it.
- 3.4. Listed dimensions, performances, weights, delivery periods, and the like are indicative.
- 3.5. Listed prices and rates do not apply automatically to future Agreements.
- 3.6. The range of Laarmann can be changed at any time.

Article 4. Account

- 4.1. If the Customer has created an account on the Webshop, Laarmann will send a confirmation by email.
- 4.2. The Customer will always be responsible for its account on the Webshop and its login credentials. The Customer will keep its login credentials with care. Laarmann will not be liable if an unauthorised third party makes use of the login credentials of the Customer.
- 4.3. If the Customer concludes that a third party has made unauthorised use of its account, the Customer must:
 - a. Immediately inform Laarmann;
 - b. Change its password.
- 4.4. If the Customer has forgotten its password, it can submit a request to reset its password through the Webshop. An email will subsequently be sent to the Customer that can be used to reset the password.
- 4.5. Laarmann will not be liable for the loss of the login credentials used by the Customer.

4.6. The Customer can access and change its own data through its account.

Article 5. Conclusion of the Agreement

- 5.1. The Agreement will be concluded at the moment on which the Customer:
 - a. Has explicitly accepted the quotation submitted by Laarmann within the period of validity of the quotation; or
 - b. Has successfully completed the order process through the Webshop.
- 5.2. A pro forma invoice will be sent to the Customer once it has accepted the quotation. Immediately after Laarmann received the full invoice amount from the Customer, an order confirmation will be sent to the Customer with an indicated delivery period unless agreed otherwise.
- 5.3. Once the Agreement has been concluded through the webshop, Laarmann will send the Customer a confirmation by e-mail.
- 5.4. The order can only be placed through the Webshop once the Customer has checked the box indicating that it accepts these general terms and conditions.

Article 6. Prices and rates

- 6.1. Listed prices and rates do not include VAT and are in euros.
- 6.2. The prices for the Products do not include delivery costs and installation costs.
- 6.3. Laarmann will have the right to adjust its fees and rates at any time. A Customer who concluded a term agreement with Laarmann will be informed of a price and/or rate change In Writing.

Article 7. Cancellation by the Customer

- 7.1. If the Customer cancels the Agreement, Laarmann will reserve the right to charge the full agreed-upon price for the Agreement to the Customer.
- 7.2. Cancellation must take place In Writing.

Article 8. Invoicing and payment

- 8.1. Payment for the order must take place in advance unless explicitly agreed otherwise In Writing.
- 8.2. The invoice will be sent to the Customer by email.
- 8.3. The payment options for orders placed through the Webshop are listed clearly on the Webshop.
- 8.4. The Customer must pay invoices received from Laarmann immediately after receipt of the invoice unless agreed otherwise.
- 8.5. Payment must take place without discount, settlement, or suspension.
- 8.6. Objections to an invoice will not suspend the payment obligation of the Customer.
- 8.7. If the payment period is exceeded, the Customer will owe a delay interest of 2% per month or the applicable statutory interest for commercial transactions if the latter is higher than the aforementioned percentage as of the date on which the sum due has become exigible until the moment of payment. All collection costs arising from the moment of default of the Customer, both judicial and extrajudicial, will also be borne by the Customer. The extrajudicial collection costs will be 15% of the principal with a minimum of € 150.
- 8.8. If the Customer has failed to fulfil its payment obligations in a timely fashion, Laarmann has the right to suspend the fulfilment of the Agreement until payment has taken place. Laarmann will not be liable for any damage suffered by the Customer due to such a suspension.
- 8.9. The claims of Laarmann on the Customer will become immediately exigible in case of liquidation, bankruptcy, attachment, or suspension of payments of the Customer.
- 8.10. Any payments made by the Customer will first be used to settle the interest due and then to settle the costs involved in the collection. Payments by the Customer will only be used to settle the principal due after payment of the above amounts.

Article 9. Execution of the Agreement

- 9.1. Laarmann will execute the Agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
- 9.2. Laarmann has the right to engage third parties, purchase goods from third parties, engage services from third parties, and have the Agreement fully or partially implemented by third parties, without the need for prior notice to the Customer.

Article 10. Delivery and delivery time

- 10.1. If the Customer wants the order placed through the Webshop delivered, the Customer must also order the transport of the order through the Webshop. Transport is not a regular part of the order placed through the Webshop.
- 10.2. If the order has not been placed through the Webshop, the order confirmation will state whether the delivery will be ex-works or FCA.
- 10.3. An indicated delivery period is always approximate. A listed delivery period can never be considered a deadline. Late delivery does not give the Customer the right to claim compensation, a fine, or dissolution of the Agreement, or to suspend any obligation vis-à-vis Laarmann.
- 10.4. If a delivery period is exceeded as a result of an event which is beyond the control of Laarmann and cannot be attributed to it, such as the events set out in Article 16, this period will automatically be extended by the exceeded period resulting from such an event.

Article 11. Work at the Location

- 11.1. If Laarmann performs installation work at the Customer, all costs incurred by Laarmann in this context will be charged to the Customer based on the actual hours of work. If Laarmann provides an estimate of these costs in advance, no rights can be derived from this.
- 11.2. The Customer must ensure, in a timely fashion, that:
 - a. The Location has been properly prepared and meets the requirements communicated to the Customer by Laarmann;
 - b. The Location is accessible and free from obstacles;
 - c. Laarmann has all information about the Location that is or could be relevant in relation to the work;
 - d. The work can take place without interruptions at the Location;

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- e. The employees of the Customer communicated by Laarmann to the Customer are present at the Location;
- f. There is a safe work environment (the location must make product-specific PPE (personal protective equipment) available at the Location).
- 11.3. If the Customer has not met the provisions of this article and Laarmann incurs additional costs as a result, Laarmann has the right to charge these additional costs to the Customer.
- Article 12. Obligations of the Customer**
- 12.1. The Customer will ensure that all data indicated by Laarmann as necessary for the execution of the Agreement or of which the Customer should reasonably understand the necessity are made available to Laarmann in a timely fashion.
- 12.2. If the information provided by the Customer is incomplete and/or incorrect, any consequences will be entirely at the expense and risk of the Customer.
- 12.3. The Customer is obliged to immediately inform Laarmann of any facts and circumstances which may be relevant to the execution of the Agreement.
- 12.4. The Customer is responsible for the use and correct application of the Product as, inter alia, set out in the manuals.
- 12.5. The Customer is responsible for ensuring that it knows how the Product must be used and maintained (in a secure manner).
- 12.6. Only the Customer will be responsible for observing all statutory and other regulations in effect in the country where the Customer is established concerning the possession, transport, storage, and use of the Product in any way.
- 12.7. The Customer is responsible for verifying whether the Product is suitable for its company.
- 12.8. The Customer indemnifies Laarmann against any claims by third parties that suffer damage in relation to the execution of the Agreement or the delivered Product.
- 12.9. If the Customer fails to (completely) fulfil its obligations vis-à-vis Laarmann (in a timely fashion) or if the Customer acts illegitimately vis-à-vis Laarmann, the Customer will be liable for all damage suffered by Laarmann as a result, including loss of turnover, waiting time, and additional costs incurred, and Laarmann has the right to suspend the execution of the Agreement or to dissolve the Agreement.
- Article 13. Reservation of ownership**
- 13.1. All (to be) delivered Products will exclusively remain the property of Laarmann until the Customer has fully paid all claims set out in Article 3:92(2) Dutch Civil Code.
- 13.2. The Customer does not have the right to sell, deliver, or otherwise dispose of these Products before the stated transfer of ownership in any other way than as part of its regular operations and in accordance with the regular destination of the Products. The Customer is required to cooperate with Laarmann at its first request to establish a lien on current or future claims of the other party on its purchasers based on the resale of Products.
- 13.3. As long as the delivered Products are subject to a reservation of ownership, the Customer does not have the right to grant any form of lien on these Products, to bring them into the actual control of a financier, or to use them as a means of payment.
- 13.4. The Customer is required to keep the Products delivered subject to the reservation of ownership in a careful manner and as the recognisable property of Laarmann.
- 13.5. The Customer must leave any marks, such as but certainly not limited to the company and logo designating the ownership of Laarmann on the Products unaltered or to place such marks at the request of Laarmann as long as the Customer has not fully met its payment obligations.
- 13.6. Laarmann has the right to (have another party) inspect the Products at any time. The Customer undertakes to cooperate with the aforementioned inspection as long as the Customer has not fully met its payment obligations.
- 13.7. The Customer will be required to inform Laarmann immediately should any third party levy attachment or desire to establish or assert any right on the Products delivered subject to a reservation of ownership.
- 13.8. The Customer is required to immediately inform Laarmann In Writing if the Customer experiences payment difficulties, if the bankruptcy of the Customer has been requested, or if the Customer has applied for suspension of payments.
- 13.9. In case of attachment, suspension of payments, or bankruptcy, the Customer will immediately inform the bailiff, administrator, or liquidator levying the attachment of the ownership of Laarmann.
- 13.10. The Customer must ensure such a corporate insurance or property insurance that the Products delivered based on a reservation of ownership are insured at all times and will grant Laarmann insight into the insurance policy and proof of the associated premium payments at its first request. Laarmann will be entitled to any payments made under the insurance.
- 13.11. The Customer must cooperate fully if Laarmann invokes the reservation of ownership and must inform Laarmann of the location(s) where the Products are located.
- 13.12. All costs incurred by Laarmann to recover and reclaim the Products will be borne by the Customer.
- 13.13. If Laarmann wishes to exercise its reservation of ownership set out in this article, the Customer hereby grants Laarmann and third parties designated by it unconditional and irrevocable permission to enter the premises where the properties of Laarmann are located and to retrieve them.
- 13.14. Laarmann will not be liable for any damage, such as loss of turnover and reputation damage, suffered by the Customer because Laarmann invokes the reservation of ownership and retrieves the delivered Products.
- 13.15. The provisions set out in this article are without prejudice to the other rights accruing to Laarmann.
- Article 14. Warranty**
- 14.1. If a warranty is offered for a Product, the effective period of the warranty will be communicated with the Customer In Writing in advance.
- 14.2. The invoice will be the warranty certificate.
- 14.3. This warranty does not apply to rotating components or components subject to wear.
- 14.4. No warranty is granted for second-hand products unless explicitly agreed otherwise In Writing.
- 14.5. The Customer can only invoke the warranty once it has fully paid the price for the Product.
- 14.6. If the Customer wishes to invoke the warranty, the Customer must inform Laarmann In Writing within the warranty period with a clear description of the shortcoming to which the warranty claim relates. The Customer must give Laarmann the opportunity to investigate the warranty claim.
- 14.7. A warranty claim will not be accepted if:
- The damage is the result of regular wear;
 - The usage instructions were not complied with;
 - The Product was used carelessly;
 - Damage to the Product was caused by attributable actions, carelessness and/or omissions of the Customer and/or a third party;
 - The Product was not used in accordance with the agreed destination and the usual destination in the absence thereof;
 - Defects resulting from external circumstances such as fire, natural disasters, explosions, terrorism, cleaning products, dirt accumulation, landslides, and floods;
 - There is a slight commercially and/or technically unavoidable deviation;
 - The Product was not used in accordance with the technical specifications;
 - The Customer or a third party worked on and/or made changes to the Product without the prior permission of Laarmann;
 - Maintenance was not performed in accordance with the Product manual.
- 14.8. If Laarmann does not accept the warranty claim, a replacement component will be delivered. If Laarmann installs a replacement component at the request of the Customer, the installation costs will be charged to the Customer.
- 14.9. The delivery of a replacement component in the context of the warranty will not extend the Product warranty. The Customer can extend the Product warranty in consultation with the Customer. The Customer will be charged a fee for this.
- 14.10. If the Customer erroneously claimed the warranty and/or one of the situations set out in Article 14.7 applies and Laarmann incurred (investigation) costs in the context of the warranty claim, Laarmann has the right to charge these costs to the Customer.
- Article 15. Liability and expiration**
- 15.1. Laarmann cannot be held to pay compensation for any damage which is a direct or indirect result of:
- An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 16;
 - Any act or omission of the Customer, its subordinates, or other persons who perform work for or on behalf of the Customer.
- 15.2. The Customer will always be responsible for the accuracy and completeness of all information it provides. Laarmann will never be liable for any damage (partially) caused by the inaccuracy and/or incompleteness of data provided by the Customer.
- 15.3. Laarmann will not be liable for accidents or for damage to or caused by erroneous or unskilled use of the Product, use of the Product in violation of the instructions, wrong and/or incomplete maintenance of the Product, or use of the Product in violation of its destination. Laarmann will not be liable for any damage if the Customer or a third party has made changes to the Product without the prior permission of Laarmann.
- 15.4. Laarmann will not be liable for any damage incurred by the Customer because a Product can temporarily not be used, for example, because of a disruption and/or the delivery period of a component.
- 15.5. The Customer is responsible for using the Product in accordance with the manual, the instructions, and the purpose of the Product. Using and maintaining the Product will take place entirely at the risk of the Customer. Laarmann is not liable for damage, including material damage and injury, incurred by the Customer or a third party because of the use of the Product.
- 15.6. The liability of Laarmann for indirect damage, including consequential damage, lost profits, lost turnover, lost savings, reputation damage, imposed fines, loss of income, labour costs, and damage due to business standstill is excluded.
- 15.7. If Laarmann is found to be liable for any damage or if a limitation of liability set out above is not permitted by law, the liability of Laarmann will be limited to the amount paid by the insurer of Laarmann. If the insurer does not provide compensation or if the damage is not covered by the insurance, the liability of Laarmann will be limited to the invoice amount paid by the Customer for that part of the Agreement to which the liability relates. If the liability concerns a term agreement, the liability will be limited to the monthly amount invoiced to the Customer for the month in which the event leading to damage occurred.
- 15.8. Any legal claim against Laarmann due to a shortcoming in the fulfilment of the Agreement will expire after a period of 6 months following the date on which the Customer discovered or should reasonably have discovered the damage.
- Article 16. Force majeure**
- 16.1. Laarmann is not required to fulfil any obligation vis-à-vis the Customer if it is unable to do so due to a circumstance not attributable to it based on legal provisions, a legal action, or generally accepted standards. Force majeure will include transport difficulties, strikes, work interruptions, theft, company disruptions, extreme weather conditions,

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natural disasters, floods, riots, terrorism, war, risk of war, fire, export and import restrictions, production breakdowns, blockades, a lack of raw materials or other market shortages, power outage, Internet outage, boycotts, epidemics, pandemics, computer outage, disruptions in email traffic, hacks, computer breaches by a third party, government measures, and changes to laws or regulations.

- 16.2. Force majeure will also be considered a non-attributable shortcoming of suppliers of Laarmann or a third party engaged by Laarmann.
- 16.3. If Laarmann is prevented from fully or partially executing the Agreement due to force majeure, Laarmann will have the right to suspend the performance of the work or to fully or partially consider the Agreement dissolved without judicial intervention being required, such as the discretion of Laarmann, without Laarmann being required to provide compensation for any damage suffered by the Customer.
- 16.4. If Laarmann has already partially met its obligations vis-à-vis the Customer arising from the Agreement at the moment of the occurrence of the force majeure, Laarmann will have the right to invoice that part of the Agreement that has already been executed to the Customer.
- 16.5. The temporary inability to execute the Agreement due to a situation of force majeure will not give the Customer the right to dissolve the Agreement at no cost.

Article 17. Suspension and dissolution

- 17.1. Laarmann has the right to suspend the execution of the Agreement with immediate effect without owing any form of compensation if:
- Laarmann is exposed or faces the risk of being exposed to a hazardous situation during the execution of work at the Location;
 - The circumstances at the Location do not meet the relevant requirements imposed by law;
 - Laarmann learns of circumstances – after the conclusion of the Agreement – that give it a reason to fear that the Customer will not meet its obligations;
 - The Customer has failed to fulfil one or more of its obligation(s) vis-à-vis Laarmann;
 - Laarmann, potentially after a customer due diligence, knows or suspects that the Customer is involved in illegal activities.
- 17.2. Laarmann will have the right to dissolve the agreement if the Customer fails to (fully) meet its obligations arising from the Agreement and fails to respond to a provided notice of default. A notice of default is not required if fulfilment has become permanently impossible.
- 17.3. Laarmann also has the right to dissolve the Agreement if circumstances arise that make the execution of the Agreement impossible, if its execution can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.
- 17.4. Laarmann has the right to terminate the Agreement if the Customer requests or is granted suspension of payments, if the Customer is declared bankrupt or applies for bankruptcy, if the Customer is unable to pay its debts, terminates or liquidates its business, is placed under guardianship, or if an administrator is appointed.
- 17.5. If the Agreement is dissolved or if the execution of the Agreement is suspended, all work performed by Laarmann up to the moment of the dissolution or suspension and Products purchased in the context of the Agreement will be charged to the Customer.
- 17.6. If Laarmann suspends or dissolves the Agreement, it will in no way be liable to pay any resulting damages or costs.
- 17.7. Laarmann will always reserve the right to claim compensation.

Article 18. Complaints

- 18.1. Complaints about the delivered work or Products must always be submitted to Laarmann within 1 week of the delivery. When submitting a complaint, the Customer must clearly describe the shortcoming in the delivered work or Products to allow Laarmann to offer an adequate response.
- 18.2. In case of a shortcoming in the delivered work or Products, the Customer must give Laarmann the opportunity to resolve the situation. If the Customer has not given Laarmann this opportunity or had repairs carried out by a third party, the corresponding costs will not be borne by Laarmann and the warranty will expire with immediate effect without notice to the Customer.
- 18.3. Complaints will not suspend the payment obligation of the Customer.
- 18.4. If the Customer erroneously filed a complaint and Laarmann incurred (investigation) costs in the context of the complaint, Laarmann has the right to charge these costs to the Customer.
- 18.5. The liability of Laarmann is always limited to the provisions of Article 15.

Article 19. Confidentiality

- 19.1. Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or another source. Information will be confidential if the other party has indicated this or if it follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 19.2. If Laarmann is required to disclose confidential information to third parties designated by law or a competent court based on a statutory provision or a judicial decision and Laarmann cannot appeal to a right to refuse that is acknowledged or allowed by law or by a competent court, Laarmann will not be liable for damage or compensation.

Article 20. Personal data

- 20.1. Laarmann processes personal data in accordance with the General Data Protection Regulation (GDPR). The Customer can consult the Laarmann privacy policy for more information about the processing of personal data by Laarmann, available at <https://www.laarmann.eu/privacy/>.

Article 21. Intellectual property rights

- 21.1. The Customer must fully and unconditionally respect all intellectual property rights vested on the Product delivered by Laarmann, provided software, the content of the Website and the Webshop, the quotations

submitted by Laarmann, and all documents provided by Laarmann, such as technical information, models, pictures, and drawings.

- 21.2. The Customer may not reproduce or publish work, as defined in the Dutch Copyright Act, which copyrights are vested with Laarmann without the prior Written permission of Laarmann.
- 21.3. The Customer may not take any actions that violate the trade name rights, trademarks, copyrights, or other intellectual property rights of Laarmann.
- 21.4. The Customer may not create (or have another party create) counterfeit components.
- 21.5. Laarmann has the right to mention the name of the Customer to indicate that it is a commercial partner of Laarmann.

Article 22. Expiry date

- 22.1. To the extent not determined otherwise in these general terms and conditions, all claims of the Customer vis-à-vis Laarmann on any grounds will always expire 1 year after the moment on which the Customer became aware or could reasonably have become aware of the existence of these legal rights.

Article 23. Applicable law and competent court

- 23.1. All legal relationships to which Laarmann is a party are governed exclusively by the laws of the Netherlands, even if a commitment is fully or partially implemented abroad or if a party involved in the legal relationship is domiciled or established there. The applicability of the Vienna Sales Convention is excluded.
- 23.2. By way of deviation from the provisions of Article 23.1, the property law-related consequences of a reservation of ownership concerning Products intended to be exported can be governed by the legal system of the country of destination of the Products if this is more beneficial to Laarmann.
- 23.3. Disputes between Laarmann and the Customer will exclusively be submitted to the competent court in the district where Laarmann is established.
- 23.4. The parties will only bring a dispute before a court if they have made every effort to settle a dispute in consultation.

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