

TERMS AND CONDITIONS

This is a translation of the Dutch original "Algemene Voorwaarden 2026". In the event of any discrepancy between the Dutch and the translated version, the Dutch version shall prevail.

Kuijpers Technical Services B.V., established at Nieuwboerweg 2A, 1738BB Waarland, the Netherlands, registered with the Dutch Chamber of Commerce under number 93410557.

Article 1 - General

These Terms and Conditions apply to all legal relationships in which Kuijpers Technical Services B.V. (hereinafter: "KTS") acts as (intended) seller, manufacturer and/or supplier of custom machinery, technical designs and project management. The other party is hereinafter referred to as "Client".

The applicability of any general terms and conditions of the Client is expressly rejected.

This agreement obliges the parties to comply with the general terms and conditions insofar as this agreement does not deviate from them. The 'TERMS AND CONDITIONS KTS', hereinafter referred to as 'general terms and conditions', form part of this agreement. These general terms and conditions are known to the parties. The Client has received a copy. The general terms and conditions apply, except where this agreement explicitly deviates from them.

Article 2 - Quotations and Agreements

1. All quotations from KTS are without obligation, unless explicitly stated otherwise. KTS has the right to revoke a quotation within two working days after acceptance.
2. An agreement is only concluded after written confirmation by KTS.
3. If KTS commences work without an order confirmation, the agreement is deemed to have been entered into in accordance with the terms of the quotation and these Terms and Conditions.

Article 3 - Payments

1. Unless otherwise agreed, the Client is required to pay 50% of the agreed amount when placing the order and the remaining 50% upon delivery, before transport of the goods.
2. If payment is not made within 14 days of the invoice date, the Client is in default without further notice and interest of 1% per month is due on the outstanding amount.
3. All judicial and extrajudicial collection costs are at the expense of the Client, with a minimum of 15% of the invoice amount and a minimum of EUR 160 excluding VAT per invoice.
4. If the Client does not pay on time, KTS has the right to suspend or terminate the execution of the agreement.

Article 4 - Delivery, Execution and Transfer of Risk

1. Delivery times are indicative, unless a final delivery date has been agreed in writing.
2. KTS is not liable for consequential damage as a result of exceeding the delivery time.
3. Unless otherwise agreed, delivery takes place Ex Works.
4. The risk of the goods passes to the Client at the time of delivery.
5. If KTS installs materials at the Client's location, the Client is responsible for a suitable working environment. Any additional costs due to delays beyond KTS's fault will be charged to the Client.
6. The Client must inspect the received goods immediately. Complaints about visible defects must be reported in writing within 5 working days of delivery.

Article 5 - Retention of Title

1. KTS retains ownership of all delivered goods until the Client has fully met all payment obligations.
2. The Client may not resell or pledge the goods before full payment has been made.
3. If the Client is in default, KTS has the right to take back the goods, whereby the Client grants KTS permission to access the location where the goods are situated.

Article 6 - Termination and Force Majeure

1. KTS has the right to terminate the agreement without judicial intervention if the Client is declared bankrupt, applies for suspension of payment or otherwise fails to meet its payment obligations.
2. In the event of force majeure, such as strikes, natural disasters, delays at suppliers or legal restrictions, KTS has the right to suspend or terminate the execution of the agreement without compensation.

Article 7 - Warranty

1. KTS guarantees proper functioning of its products for a period of 12 months or 2000 operating hours, whichever comes first, provided the product is used according to the instructions in our manual. Unless otherwise agreed.
2. The warranty is void if:
3. The goods are not maintained or used in accordance with the instructions. Modifications have been made to the goods without written permission from KTS.
4. The damage results from normal wear and tear or external factors.
5. If a complaint is justified, KTS will, at its own discretion, proceed with repair, replacement or reimbursement of a maximum of the invoice value of the relevant product.

Article 8 - Liability

1. KTS is not liable for indirect damage, such as lost profits, production losses or business damage, unless there is intent or gross negligence.
2. The liability of KTS is in all cases limited to the invoice amount of the relevant delivery, with a maximum of EUR 25,000 per event.
3. Advice and information from KTS are non-binding and do not bind KTS, unless explicitly agreed in writing.

Article 9 - Intellectual Property Rights

1. All designs, drawings, models and technical documentation remain the property of KTS, unless otherwise agreed.
2. The Client may not copy, distribute or provide these materials to third parties without written permission from KTS.
3. If the Client requests KTS to manufacture a design based on specifications provided by the Client, the Client indemnifies KTS against all third-party claims for infringement of intellectual property rights.

Article 10 - Disputes and Applicable Law

1. All agreements between KTS and the Client are exclusively governed by Dutch law.
2. Disputes will initially be resolved by mutual consultation. If this proves impossible, the dispute will be submitted to the competent court in the region where KTS is established.