

General Terms and Conditions
KRUIZINGA B.V.

Section 1: General provisions

1. **Definitions**

Offer	Any offer by Kruizinga to enter into an Agreement;
Reflection period	A period of 14 days within which the Consumer may dissolve the Agreement without giving reasons;
Agreement of evidence	An agreement of evidence is an agreement within the meaning of Article 153 of the Code of Civil Procedure and Article 7:900(3) of the Civil Code. By extension, evidence can only be given by a written statement to that effect; other written statements and witness statements in respect of any change agreed by oral statements or other conduct are excluded as evidence;
Client	The Consumer, natural person(s) and/or legal person(s) to whom Kruizinga makes an Offer for the delivery of Goods and/or with whom Kruizinga enters into an Agreement;
Consumer	A consumer within the meaning of Section 6:230g(1)(a) of the Civil Code;
Consumer agreement	An Agreement between Kruizinga and a Consumer;
Good(s)	The goods to deliver/be delivered or to lease/be leased to or for the Client, being objects and/or property rights;
Kruizinga	Kruizinga B.V. (Chamber of Commerce number: 08052624), being the user of the Terms and Conditions;
Model form for withdrawal	The European model form for withdrawal set out in Annex 1 of the Terms and Conditions;
Agreement	Any agreement between Kruizinga and a Party;
Party/Parties	Kruizinga and Client or each for themselves;
Conditions	These general terms and conditions of Kruizinga.
Working Day(s)	Every day except weekend days and public holidays;

2. **Applicability**

- 2.1 The Conditions shall apply to all Offers, Consumer Agreements, Agreements, as well as to all commitments arising therefrom and building upon them.
- 2.2 If the Conditions have applied to any Agreement, they shall apply by operation of law (automatically) - without the need to be separately agreed again between the Parties - to any subsequently concluded Agreement, unless otherwise expressly agreed in writing between the

Parties in the Agreement.

- 2.3 The applicability to any Agreement of general or specific conditions used by the Client shall be expressly rejected by Kruizinga, unless and after the said conditions have been expressly declared applicable to an Agreement by Kruizinga in writing. Acceptance in this manner of the applicability of Client's conditions to an Agreement shall in no case mean that those conditions shall also tacitly apply to any subsequently concluded Agreement.
- 2.4 In the event of nullity or annulment by the Client of one or more provisions of the Conditions, the remaining provisions of the Conditions shall continue to apply to the Agreement unimpaired.
- 2.5 The parties shall consult to replace an invalid or annulled provision of the Conditions by a provision that is valid or non-annullable and that matches the purpose and meaning of the invalid or annulled provision as closely as possible.
- 2.6 To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of the Agreement shall prevail. In that case the other provisions of the Conditions shall continue to apply to the Agreement unimpaired.
- 2.7 If these Conditions have been translated, the version in the Dutch language shall prevail over the version(s) in any other language.

3. **Offers**

- 3.1 An Offer, unless expressly stated otherwise, shall be non-binding and valid for the period stated in the Offer. If the Offer does not specify a deadline for acceptance, the Offer shall lapse in any case fourteen (14) days after the date specified in the Offer.
- 3.2 An Offer accepted by the Client within the validity period may be withdrawn by Kruizinga during five (5) working days after the date of receipt of the acceptance by Kruizinga, without this resulting in any obligation of Kruizinga to compensate any damage suffered by the Client as a result thereof.
- 3.3 An order given by the Client may be confirmed by Kruizinga by means of an order confirmation. If Client has not objected within fourteen (14) days of receiving the order confirmation, the order as described in the order confirmation is accepted.
- 3.4 If the Client provides Kruizinga with data for the purpose of making an Offer, Kruizinga may assume their accuracy and will base its Offer on them. The Client shall indemnify Kruizinga against any claim by third parties in relation to the use of data provided by or on behalf of the Client.
- 3.5 A price list or other overview provided by Kruizinga to the Client in which prices are stated in a general sense cannot be qualified as an Offer.

4. **Conclusion of Agreements**

- 4.1 Subject to the other provisions of the Conditions, an Agreement shall only be concluded:
- a. by Client's acceptance of an Offer;
 - b. by a written order confirmation of an order given by the Client (orally or in writing) other than on the basis of an Offer;
 - c. by Kruizinga actually carrying out an order of Client.
- 4.2 The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communications between the Parties that have taken place prior to entering into the Agreement, however they may differ from or conflict with the Agreement.

4.3 Amendments and/or supplements to the Agreement shall only apply after written acceptance thereof by Kruizinga. Kruizinga is not obliged to accept amendments and/or additions to an Agreement and is entitled to demand that a separate Agreement be entered into. Kruizinga is authorised to pass on to the Client any costs relating to the amendments and/or additions to the Agreement.

4.4 Undertakings by and agreements with subordinates or representatives of Kruizinga shall only bind Kruizinga vis-à-vis the Client if and to the extent that these undertakings and/or agreements have been ratified or confirmed in writing by Kruizinga to the Client.

5. **Compliance and manuals**

5.1 Client shall use the Goods in accordance with the manuals of the relevant Goods. Every Good has a manual. The Client shall ensure that it has the appropriate manual at its disposal.

5.2 Kruizinga sells and delivers not only new Goods but also used Goods. The Client shall acknowledge that for used Goods, the quality and life of the Good are less than a new Good. The Client shall also acknowledge that a used Good, rather than a new Good, may lose functionalities.

6. **Use**

6.1 The Goods shall be used by Client exclusively in accordance with the purpose intended in the Agreement, location(s) included in the Agreement and exclusively for the benefit of its own business or company, unless otherwise agreed in writing.

6.2 Client is responsible for ensuring that the Good may actually be used, within the context in which the Good is used.

6.3 The Client shall be obliged to use the Goods in such a way that they do not violate any law, any local ordinance or any other government regulation and also that there is no danger that any government permit or government exemption will or may be revoked. The Client shall also comply with the requirements or regulations set or to be set by or on behalf of utility companies and any other companies charged or to be charged with the supply of gas, water and electricity etc. and/or the transport thereof and/or the measurement thereof.

6.4 The Client shall be obliged to use the Good in such a way that no damage to the environment in any form, such as by the emission of substances or by soil, groundwater, surface water or air pollution, occurs or can reasonably occur.

7. **Prices and tariffs**

7.1 Prices stated in an Offer or Agreement shall be in euros and - unless explicitly stated otherwise - are exclusive of costs for packaging, transport and other costs of shipment, import documents, (transport) insurance(s), travelling time, travel costs and accommodation costs and also exclusive of turnover tax and/or other government-imposed levies of any kind.

7.2 Kruizinga shall pack the Goods according to its usual standards. If Client requires a special method of packaging, the additional costs associated with this shall be at its expense.

7.3 If the Client issues an order to Kruizinga without a price having been expressly agreed, it shall be executed, regardless of previously made Offers or previously applied prices, at the price applicable at the time of the execution of the Agreement.

7.4 If three (3) months elapse after the date on which the Agreement was concluded and the performance by Kruizinga has not yet been completed or there is a periodic payment obligation,

an increase in one or more of the price-determining factors (such at Kruizinga's discretion) shall be for the Client's account and risk and Kruizinga may pass it on to the Client.

- 7.5 However, if the increased price that Kruizinga wishes to apply as referred to in article 7.4 has increased by more than fifteen per cent (15%) compared to the original price, the Client shall be entitled to terminate the Agreement insofar as future obligations of Kruizinga are concerned, within seven (7) days after notification of the price change, on the understanding that Kruizinga shall in that case under no circumstances be obliged towards the Client to compensate any damage suffered by the Client as a result thereof.

8. **Payment**

- 8.1 Payment for Goods and services shall in principle be made prior to delivery. Payment of an invoice must be made within thirty (30) days of the invoice date, unless otherwise stated on the order confirmation and/or invoice. Payment shall be made to the bank account specified by Kruizinga. Decisive for the moment of payment is the moment when Kruizinga has received notification from its bank concerning the crediting of the relevant amount.
- 8.2 If payment of an invoice has not been made in full within the stipulated period, Client shall immediately, without further notice of default being required, be in default by operation of law and shall be liable for interest of 1% per month (unless the statutory commercial interest rate is higher, in which case that interest rate shall apply) from the date after the due date of the relevant invoice, whereby part of a month shall be deemed to be a whole month. Furthermore, all extrajudicial collection costs shall then be for the Client's account, which costs are hereby fixed by the Parties in advance at at least 15% of the outstanding claim with a minimum of €150, without prejudice to Kruizinga's authority to claim the actual extrajudicial costs if they amount to more.
- 8.3 If Client is in default of payment of any invoice as referred to in article 8.2, all other outstanding invoices shall also be immediately due and payable, without further notice of default being required.
- 8.4 Payments made by the Client shall respectively serve to settle costs due, interest and subsequently due and payable invoices that have been outstanding the longest, even if the Client states at the time of payment that the payment relates to another invoice.
- 8.5 Without prejudice to provisions of mandatory law, the Client shall not be entitled to suspend and/or set off its payment obligations towards Kruizinga against payment obligations of Kruizinga towards the Client.
- 8.6 Kruizinga shall be entitled to set off all claims against the Client against any debt that Kruizinga may have to the Client, or to (legal) persons affiliated with the Client.
- 8.7 All claims of Kruizinga against the Client shall be immediately due and payable in the following situations:
- a. if after the Agreement has been concluded, Kruizinga learns of circumstances that give it good reason to fear that the Client will not fulfil its obligations, all this at Kruizinga's discretion;
 - b. in case the Client files for bankruptcy or suspension of payments, is liquidated or declared bankrupt or - insofar as the Client is a natural person - the Natural Persons Debt Rescheduling Act (WSNP) becomes applicable to the Client.
- 8.8 Based on its assessment of the Client's creditworthiness, Kruizinga shall at all times be entitled to demand security or full or partial payment in advance for the fulfilment of due and non-due

payment obligations. If and as long as the Client fails to provide the required security or full or partial payment in advance, Kruizinga shall be authorised to suspend its obligation to deliver.

9. **Delivery time**

- 9.1 The delivery time given by Kruizinga in the framework of an Agreement is always an indication and therefore never applies as a deadline. Exceeding the agreed delivery time shall under no circumstances give entitlement to compensation.
- 9.2 The delivery time stated by Kruizinga will start when agreement has been reached on all (technical) details, all necessary data and suchlike are in Kruizinga's possession and all necessary conditions for execution of the Agreement have been met.
- 9.3 When determining the delivery time, Kruizinga shall assume that it can execute the order under the circumstances as they were at the time of the conclusion of the Agreement.
- 9.4 If there are circumstances other than those known to Kruizinga at the time of concluding the Agreement, Kruizinga may extend the delivery time by the time required to perform the Agreement under the changed circumstances.
- 9.5 If there is a suspension of obligations by Kruizinga due to a shortcoming of the Client, the delivery time will be extended by the duration of the suspension. If the work cannot be fitted into Kruizinga's schedule as a result, it will be carried out/completed as soon as Kruizinga's schedule allows.
- 9.6 Kruizinga, after exceeding an agreed delivery period, or the delivery period after extension pursuant to articles 9.4 and 9.5 of the Conditions, shall only be in default in respect of Goods if it has received a written notice of default from the Client, in which it is given a period of one (1) month to deliver and fulfilment is also not forthcoming within this period. In the event of dissolution, the client shall not be entitled to compensation, unless the exceeding of the latter term is the result of intentional act or omission or gross negligence on the part of Kruizinga's management and/or its managerial subordinates.

10. **Method of delivery**

- 10.1 Delivery shall take place Ex Works, in accordance with Incoterms 2020, at Kruizinga's location, being Ir. R.R. van der Zeelaan 1, 8191 JH Wapenveld, The Netherlands, unless expressly agreed otherwise in writing in the Agreement.
- 10.2 Notwithstanding Article 10.1, all Goods shall at all times be transported at the Client's risk. Unless the Client timely requests Kruizinga to insure the Goods during transport for the Client's account (and/or otherwise provided in the Agreement), Goods shall be transported by or on behalf of Kruizinga uninsured.
- 10.3 Unless expressly agreed otherwise in writing between the Parties, the Client shall bear the costs of export and import duties, clearance charges, taxes and any other governmental charges of whatever nature associated with the transport and delivery of Goods by Kruizinga.
- 10.4 If Goods are missing on delivery, the Client must report this to Kruizinga in writing within 5 working days including substantiation/motivation. Upon expiry of this period, the Client's rights shall expire. As a result, among other things, missing Goods will not be credited to Client, nor will the Goods still be delivered to Client free of charge.
- 10.5 Kruizinga has fulfilled its obligation to deliver by making the Goods available to the carrier it has engaged or the carrier engaged by the Client at the agreed time. The carrier's delivery document and/or accompanying attachments signed by or on behalf of the Client, provides full evidence

of the delivery by Kruizinga of the Goods mentioned in the delivery document and/or accompanying attachments.

10.6 The offering of ordered Goods for delivery by Kruizinga to the Client shall be equated with delivery of these Goods. Should the delivery of the Goods not take place through the fault of the Client, including the cases where i) an incorrect delivery address has been submitted by the Client and ii) the Client was not present at the time of delivery, Kruizinga may offer the Goods for delivery again at a later time. The Client shall be obliged to compensate Kruizinga for the damage resulting from this extra delivery, including storage and transport costs. If the Client refuses to take delivery of the Goods offered for delivery, Kruizinga shall store the relevant Goods for ten (10) working days after the date of offer at a location to be determined by it. After the expiry of this period, Kruizinga shall no longer be obliged to keep the Goods ordered by the Client at the Client's disposal and shall be entitled to sell or otherwise dispose of the Goods to a third party. The Client shall nevertheless remain obliged to fulfil the Agreement by taking delivery of the relevant Goods at Kruizinga's first request at the agreed price, while the Client shall also be obliged to compensate Kruizinga for the damage resulting from the Client's previous refusal to take delivery of the relevant Goods, including storage and transport costs.

10.7 Kruizinga is always entitled to execute the Agreement in partial deliveries.

11. **Due dates**

11.1 Legal claims and other powers of the Client, on any account whatsoever, against Kruizinga in connection with delivered Goods shall lapse after twelve (12) months from the date on which the Client became aware or could reasonably have become aware of the existence of these rights and powers, but for that reason no written claim has been lodged with Kruizinga before the expiry of this period.

11.2 In the event that a written claim has been lodged by the Client with Kruizinga within the period specified in Article 11.1 in connection with Goods delivered by it, any legal claim of the Client in this respect shall also lapse if Kruizinga has not been brought before the competent court within a period of four (4) months after the receipt of the relevant written claim.

12. **Dissolution and termination**

12.1 In the following cases, the Client shall be in default by operation of law and Kruizinga shall be entitled, without further notice of default and without judicial intervention, to dissolve, terminate and/or suspend its obligations under the Agreement in whole or in part, at its own discretion:

- a. the Client fails to fulfil any or all of its obligations under the Agreement;
- b. the Client is in a state of bankruptcy;
- c. the Client has taken the decision to liquidate the company;
- d. the Client ceases its business;
- e. the Client's business has been shut down;
- f. if Kruizinga has asked the Client at the conclusion of the Agreement to provide security for the performance as referred to in article 8.8 and such security is not provided or is insufficient;
- g. an attachment has been levied against the Client and this attachment has not been lifted within thirty (30) days; or
- h. the Client should no longer be deemed capable of fulfilling the obligations under the Agreement, such as at Kruizinga's discretion.

- 12.2 Dissolution or termination shall take place by written notice to the Client.
- 12.3 In the event of dissolution or termination on the basis of this article, Kruizinga shall not be liable for any damages. In that case, Kruizinga does retain its rights, including the right to full compensation.
- 12.4 If one of the cases mentioned in article 12.1 occurs, all claims Kruizinga may have or acquire against the Client shall be immediately due and payable in full.

13. **Transfer**

The Client is not entitled to transfer all or part of the rights and/or obligations under an Agreement to a third party, which includes the establishment of pledges. Transfer of rights within the meaning of 3:83(2) of the Civil Code is excluded. This clause has property law effect.

14. **Liability and insurance**

- 14.1 Kruizinga shall only be liable for direct damage suffered by Client which is the result of a failure in the performance of the Agreement attributable to Kruizinga. However, only those damages against which Kruizinga is insured, or reasonably should have been insured - given the nature of Kruizinga's business and the market in which it operates - and only up to the amount paid out by the insurer in such a case, qualify for compensation.
- 14.2 Kruizinga is not liable for:
- a. property damage, such as - but not limited to - trading loss, consequential damage, delay damage and loss of profit;
 - b. damage resulting from acts or omissions of the Client or third parties contrary to instructions provided by Kruizinga or contrary to the Agreement and the Conditions;
 - c. damage as a direct result of incorrect, incomplete and/or faulty information provided to Kruizinga by or on behalf of the Client.
- 14.3 The compensation of the damage is limited to the amount agreed by Kruizinga for the present Agreement (excluding VAT), if:
- a. it is not possible for Kruizinga at the time of entering into the Agreement to take out insurance as referred to in paragraph 1 or to renew it thereafter on reasonable terms;
 - b. the insurer does not pay the relevant claim;
 - c. the damage in question is not covered by insurance.
- 14.4 The Client shall indemnify Kruizinga against all claims of third parties for damage occurring by or in connection with Goods delivered by Kruizinga, insofar as Kruizinga would not be liable to the Client for such damage either.

15. **Force majeure**

- 15.1 Force majeure means a failure in the performance of an Agreement which cannot be attributed to Kruizinga.
- 15.2 Force majeure as referred to in article 15.1 includes in any case - therefore not exclusively - a failure due to (a) problems with and/or serious disruptions of the production process at suppliers, including utility companies, (b) failure to deliver necessary materials by third parties, (c) intent or gross negligence of auxiliary persons, (d) strike, (e) excessive absenteeism of staff, (f) fire, (g) special weather conditions (such as floods), (h) government measures (both national and international), (i) war, mobilisation, riots, insurrection, state of siege, (j) sabotage, (k) transport

disruption, (l) breakdown of machinery, (m) pandemic, (n) transport delay and/or (m) default of a third party, such as a supplier.

- 15.3 In the event of force majeure, Kruizinga shall have the option either to suspend the performance of the Agreement until the force majeure situation has ceased to exist, or to dissolve the Agreement in whole or in part, whether or not after initially opting for suspension. Client is not entitled to any compensation in either case. If the period in which fulfilment of the obligations by Kruizinga is impossible due to the force majeure lasting longer than thirty (30) days, the Client will also be authorised to partly dissolve the Agreement (for the future), on the understanding that Kruizinga will be entitled in accordance with article 15.4 and to send an invoice for the work already carried out. In the event of partial termination, there is no obligation to compensate for damages (if any).
- 15.4 If at the onset of the force majeure Kruizinga has already partly fulfilled its obligations or can only partly fulfil its obligations, it shall be entitled to invoice that part separately and the Client shall be obliged to pay this invoice as if it were a separate Agreement.

16. **Intellectual property rights**

- 16.1 All (intellectual and industrial) property rights, to all Goods including but not limited to drawings, documentation, equipment and software (in object and source code), data and data files, which are the subject of and/or result from and/or have been used in the fulfilment of the obligations under the Agreement between Kruizinga and the Client shall be vested in Kruizinga.
- 16.2 If the aforementioned rights are not vested in Kruizinga, the Client shall be obliged to give every cooperation in transferring the relevant right to Kruizinga upon first request.
- 16.3 If transfer is not possible or until the moment of transfer of the rights as mentioned in article 16.1, the Client shall grant Kruizinga a perpetual, exclusive, free of charge and worldwide licence for the use of those rights in the widest sense of the word.
- 16.4 The Client shall waive any personality rights in relation to the Goods, as far as legally possible.

17. **Amendment**

- 17.1 Amending the Agreement is only possible in writing. All Parties must sign the amendment to the Agreement. The provisions of this Article shall apply between the Parties as an Agreement of Evidence.

18. **Applicable law and competent court**

- 18.1 All Agreements concluded by Kruizinga shall be exclusively governed by Dutch law.
- 18.2 All disputes between the Parties shall be settled exclusively by the District Court of Overijssel, location Zwolle.

Section 2: Purchase

The provisions contained in this section "Purchase" shall apply, in addition to the general provisions of the Conditions, if Kruizinga sells Goods of any kind to the Client.

19. **Acceptance and warranty**

- 19.1 The delivered Goods shall in any case be subjected to an acceptance test by Kruizinga within a reasonable period of time (being no longer than 7 Working Days after (delivery)) after Kruizinga has fulfilled its obligations under the Agreement. If the Client has not reported defects to Kruizinga in writing within the aforementioned reasonable period after delivery or completion,

the delivered Goods shall be deemed to have been accepted by the Client.

- 19.2 Other defects to delivered Goods not visible at the time of delivery or completion must be reported to Kruizinga in writing, stating reasons, within seven (7) Working Days after their discovery or after they could reasonably have been discovered, failing which the delivered Goods shall be deemed to have been accepted by the Client.
- 19.3 Complaints of any kind regarding Kruizinga's performance of an Agreement shall not suspend the Client's payment obligation and can only be brought to Kruizinga's notice in writing.
- 19.4 Kruizinga shall not be under any obligation with regard to a submitted claim if the Client has not fulfilled all its obligations towards Kruizinga (both financial and otherwise) in time and in full.
- 19.5 A claim concerning Goods delivered by Kruizinga cannot affect Goods previously delivered or yet to be delivered, not even if these Goods to be delivered have been or will be performed in execution of the same agreement.
- 19.6 If a Good does not comply with the Agreement or has a defect and the Client requests Kruizinga to perform or repair the Good, Kruizinga shall have the choice of repairing the delivered Goods, delivering a replacement Good or paying compensation. At Kruizinga's request, the Client shall be obliged to return the incorrectly delivered Good to Kruizinga at its own expense. Repair or replacement of the delivered Goods shall at all times be limited to repair or replacement by Kruizinga at Kruizinga's address in the Netherlands, being Ir. R.R. van der Zeelaan 1, 8191 JH Wapenveld, The Netherlands, whereby Kruizinga, after delivery of the Goods by the Client at this address, repairs or replaces the Goods and (re)delivers them to the Client under the conditions of the Agreement. For the avoidance of misunderstanding, when Kruizinga elects to pay damages, the limitations of liability set out in these Conditions shall apply.

20. **Retention of title and lien**

- 20.1 All delivered Goods shall remain Kruizinga's sole property until the Client has complied with all obligations - arising from or connected with an Agreement(s), including claims in respect of penalties, interest and costs. Until such time, the Client shall be obliged to keep the Goods delivered by Kruizinga separate from other items and clearly identified as Kruizinga property and to keep them properly insured and insured.
- 20.2 In the event of a delivery of Goods to a Client in a territory other than the Netherlands, then with regard to the Goods concerned - if and as soon as they are in the territory of the country concerned - in addition to the retention of title stated in article 20.1 under Dutch law, a retention of title as stated in article 20.1 under the law of the country concerned shall also apply, on the understanding that with regard to the Agreement, Dutch law shall otherwise apply exclusively as stated in article 17.
- 20.3 As long as delivered Goods are subject to retention of title, Client may not encumber or dispose of them outside its normal business operations.
- 20.4 After Kruizinga has invoked its retention of title, it may recover the delivered Goods. The Client shall allow Kruizinga to enter the place where the Goods are located.
- 20.5 If Kruizinga cannot invoke its retention of title because the delivered Goods have been mixed, deformed or copied, the Client shall be obliged to pledge or mortgage the newly formed goods to Kruizinga.

Section 3: Leasing

The provisions contained in this section "Leasing" shall apply in addition to the General Provisions of the Conditions, if Kruizinga leases Goods of any kind to the Client.

21. **Leasing**

- 21.1 Kruizinga shall lease to the Client the Goods as laid down in the Agreement.
- 21.2 The lease shall commence and end on the dates set out in the Agreement. After the end of the initial lease period, the Agreement shall be tacitly extended by one day each time, unless one of the parties cancels the Agreement at least one day before.

22. **Condition of the goods**

- 22.1 The Goods made available by Kruizinga on its website shall be provided with a description, stating that they have not been cleaned and indicating any defects found. The defects mentioned in that description shall be for Kruizinga's account.
- 22.2 Client shall be responsible for and shall verify that the leased good is suitable for the purpose for which it is used. Kruizinga shall not be responsible and/or liable if the leased good is found to be unsuitable for the purpose for which it is used.
- 22.3 Immediately upon receipt of the Goods, the Client shall inspect the Goods and notify Kruizinga of any defects or other deficiency. Without such notice, the Goods shall be deemed to have no defects or deficiencies.

23. **Lease price**

- 23.1 The lease price shall be invoiced monthly in arrears and must be paid by the Client within 30 days of the invoice date, without discount, suspension or set-off, in the manner indicated by Kruizinga to Kruizinga, unless other payment terms have been agreed in writing.
- 23.2 Kruizinga cannot change the lease price for the first six (6) months after the commencement of the Agreement. After 6 months (and every time another 6 months have elapsed thereafter), Kruizinga may unilaterally increase the lease price in accordance with the Consumer Price Index (CPI) as published by the CBS. A price increase is equal to the CPI calculated from the last price increase. After 6 months, Kruizinga shall have the option to index the lease price on the basis of the Consumer Price Index (CPI). Review shall take place by operation of law without notice. To the extent that the review results in a lower lease price, the review shall not apply.
- 23.3 In the event of early termination of the Agreement pursuant to article 12, Kruizinga shall be entitled to compensation from the Client in the amount of the remaining lease instalments that would have been due up to the originally agreed expiry date without the termination.

24. **Use of the Goods**

- 24.1 Client shall use the Goods with care and keep them in its custody with due diligence.
- 24.2 The Client is not allowed to use the Goods as collateral or security object or otherwise encumber or dispose of them.
- 24.3 The Client is not allowed to modify or add anything to the Goods in whole or in part.

25. **Maintenance of the Goods**

- 25.1 Client shall only have the Goods maintained by Kruizinga.
- 25.2 The moment the Client discovers defects to the Goods, the Client shall notify Kruizinga of this in writing as soon as possible. Kruizinga shall endeavour to remedy these defects within a reasonable period (as stipulated in the Agreement).
- 25.3 Excluded from the obligation to repair defects are:

- a. the rectification of defects that the Client accepted when entering into the Agreement;
- b. repair of defects caused by external causes, such as defects in or caused by materials, moisture, lightning, fire and self-ignition, falls and impacts;
- c. the repair of defects attributable to the Client, its employees and/or third parties engaged by it;
- d. the repair of defects resulting from careless, incorrect or injudicious use;
- e. the rectification of defects resulting from use of the Goods contrary to their purpose/regular use;
- f. the repair of defects resulting from repairs carried out by parties other than Kruizinga;
- g. the repair of defects resulting from modifications and additions to the Goods not authorised by Kruizinga by the Client.

25.4 If Kruizinga repairs the above defects (nonetheless), the Client shall owe the associated costs according to the usual rates.

26. **Liability and insurance**

26.1 Client shall take sufficient measures to prevent damage to the Goods.

26.2 The Client shall be obliged to take appropriate measures in good time to prevent damage to, in or by the Goods such as damage due to frost, precipitation, storm, other weather conditions, short circuit, fire, leakage, etc.

26.3 In the event of damage to the Goods, Client shall notify Kruizinga thereof in writing as soon as possible. The Client shall be liable to Kruizinga for all damage to the Goods.

26.4 Client shall ensure adequate insurance of the Goods against risks of fire and theft.

26.5 In case of loss, destruction or theft of the Goods, a lease termination fee shall be charged as included in the Agreement. If no such fee is included in the Agreement then the value of the Good shall be charged. This value shall be specified in the Agreement, which value is binding between the Parties as the value of the Good. If the value is not specified on the offer then an estimate of the value shall be made.

27. **Final inspection and return of the Goods**

27.1 At the end of the Agreement, the Client shall return the Goods to Kruizinga in their original condition, subject to wear and tear resulting from normal use. The Client must prove at first request that it has used the Goods in a normal manner. Any costs related to transport shall be borne by the Client.

27.2 After surrendering the Goods, Kruizinga shall inspect the condition of the Goods. If after this final inspection it appears that defects have been found, Kruizinga shall inform Client about the defects found after inspection. Kruizinga shall have repaired at the Client's expense the defects found that have been reported to the Client as a result of the final inspection and that are reasonably for the Client's account and risk. The Client shall be liable for the damage suffered by Kruizinga due to the fact that the Goods cannot be used temporarily and/or for damage due to the fact that the Goods cannot or cannot temporarily be leased anymore.

28. **Termination**

28.1 After the initial lease period, as included in the Agreement, Kruizinga may terminate the Agreement at any time with immediate effect.

Section 4: Consumer

If the Client qualifies as a Consumer, then this Section 4 shall apply in addition to all previous provisions.

29. Right of withdrawal

For Goods

- 29.1 The Consumer may dissolve a Consumer Agreement relating to the purchase of Goods during the 14-day Reflection Period without giving reasons. Kruizinga may ask the Consumer about the reason for withdrawal, but may not oblige the Consumer to give its reason(s).
- 29.2 The Reflection Period mentioned in 29.1 shall start on the day after the Consumer, or a third party designated in advance by the Consumer, who is not the carrier, has received the Goods, or:
- a. if the Consumer ordered several Goods in the same order: the day on which the Consumer, or a third party designated by it, received the last Good. Kruizinga may, provided it has clearly informed the Consumer of this prior to the ordering process, refuse an order of several Goods with different delivery times.
 - b. if the delivery of Goods consists of several shipments or parts: the day on which the Consumer, or a third party designated by it, received the last shipment or part;

Extended Reflection Period for Goods in case of failure to inform about Right of Withdrawal

- 29.3 If Kruizinga has not provided the Consumer with the legally required information about the Right of Withdrawal or the Model Form for Withdrawal, the Withdrawal Period shall expire twelve months after the end of the original Withdrawal Period determined in accordance with the previous paragraphs of this article.
- 29.4 If Kruizinga has provided the information referred to in 29.3 to the Consumer within 12 months after the effective date of the original Reflection Period, the Reflection Period shall expire 14 days after the day on which the Consumer received that information.

Excluded from the Right of Withdrawal

- 29.5 In the following cases, the Right of Withdrawal described in this article is excluded for Goods that:
- a. were made in accordance with specific wishes of Consumer, including customisation, or specific colours;
 - b. are not standard in the range and are manufactured at the Consumer's request, including but not limited to Goods that are personalised.
- 29.6 If Kruizinga states in the Offer or in the Agreement that the Good is custom-made, the Good shall in any event qualify as custom-made within the meaning of Article 29.5 under a.

30. Obligations of the Consumer during the Reflection Period

- 30.1 During the Reflection Period, the Consumer shall handle the Goods and packaging with care. It shall only unpack or use the Goods to the extent necessary to establish the nature, characteristics and operation of the Goods. The Consumer may only handle and inspect the Goods as it would be entitled to do in a shop.
- 30.2 The Consumer shall be liable for depreciation of the Goods resulting from a manner of handling the Goods that does not comply with the provisions of Article 30.1.

30.3 The Consumer shall not be liable for depreciation of the Goods during the Reflection Period if Kruizinga did not provide it with all legally required information on the Right of Withdrawal before or at the conclusion of the Consumer Agreement.

31. **Exercise of the Right of Withdrawal by the Consumer and costs thereof**

31.1 If the Consumer makes use of its Right of Withdrawal, it shall notify this within the Withdrawal Period by providing Kruizinga with the fully completed Model Form for Withdrawal or informing Kruizinga in another unambiguous manner.

31.2 As soon as possible, but in any event within 14 days from the day following the notification referred to in 31.1, the Consumer shall return the Goods, or hand them over to Kruizinga or an authorised representative of Kruizinga. This is not required if Kruizinga has offered to collect the Goods itself. The Consumer has complied with the return period in any case if it returns the Goods before the Reflection Period has expired.

31.3 The Consumer shall return the Goods with all delivered accessories, if reasonably possible in their original condition and packaging, and in accordance with the reasonable and clear instructions provided by Kruizinga.

31.4 The risk and burden of proof for the correct and timely exercise of the Right of Withdrawal shall lie with the Consumer.

31.5 The cost of returning the Goods shall be at the expense and risk of the Consumer. If only part of the delivery is returned, the entire shipping costs shall also be at the expense and risk of the Consumer.

32. **Obligations of Kruizinga upon withdrawal**

32.1 If Kruizinga enables the notification of withdrawal by the Consumer by electronic means, it shall send a confirmation of receipt without delay after receiving this notification.

32.2 Kruizinga shall reimburse all payments made by the Consumer, including any delivery costs charged by Kruizinga for the returned Goods, without delay but in any event within 14 days following the day on which the Consumer notifies it of the withdrawal. Unless Kruizinga offers to collect the Goods itself, it may wait with repayment until it has received the Goods or until the Consumer proves that it has returned the Goods, whichever is earlier.

32.3 Kruizinga shall use the same means of payment used by the Consumer for repayment, unless the Consumer agrees to another method. The refund shall be free of charge for the Consumer.

32.4 If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, Kruizinga shall not be obliged to refund the additional costs for the more expensive method.

33. **Additional guarantee**

33.1 In addition to article 19 of these Conditions, an additional guarantee provided by Kruizinga, its supplier, manufacturer or importer shall never limit the statutory rights and claims that the Consumer can enforce against Kruizinga on the basis of the Consumer Agreement if Kruizinga has failed to fulfil its part of the Consumer Agreement.

33.2 Additional guarantee means any undertaking by Kruizinga, its supplier, importer or manufacturer in which it grants the Consumer certain rights or claims beyond what it is legally obliged to do in case it has failed to fulfil its part of the Consumer Agreement.

34. **Complaints procedure**

- 34.1 Kruizinga has a complaints procedure and shall handle the complaint in accordance with this complaints procedure.
- 34.2 Complaints on the performance of the Consumer Agreement relating to the purchase of Goods must be submitted to Kruizinga within two months after the Consumer has discovered the defects, fully and clearly described.
- 34.3 Kruizinga shall endeavour to answer submitted complaints within a period of 14 Working Days from the date of receipt.
- 34.4 The Consumer must give Kruizinga at least 4 weeks to resolve the complaint by mutual agreement.
- 34.5 For Consumer Agreements, the period for reporting complaints by the Client to Kruizinga in relation to the purchase of Goods shall be a maximum of two months. The Client shall describe the complaints clearly and completely. After expiry of the said period, all Client's rights shall expire. This provision may differ from other provisions in the Conditions regarding complaint periods. In that case this provision shall prevail.

35. **Applicability of Conditions to Consumers**

- 35.1 Articles in these Conditions that conflict with applicable laws and regulations specific to Consumers shall not apply to these Conditions, including articles 8.2, 8.5, 8.6 and 10.2, in Consumer Agreements.
- 35.2 If Kruizinga invokes Article 7.4 of these Conditions, the Consumer shall have the right to dissolve the Consumer Agreement.
- 35.3 If Kruizinga invokes Article 18.2 of these Conditions, the Consumer may notify Kruizinga in writing with a period of one month to choose the court competent under the law to settle a dispute. Kruizinga shall also be entitled to choose not to invoke Article 18.2 of these Conditions and to submit the dispute to the court having jurisdiction according to the law.
- 35.4 The extensions and/or limitations of powers of suspension and/or set-off for Kruizinga and/or the Consumer as included in these Conditions shall not apply to Consumer Agreements.

Annex I: Model form

General

The Consumer shall return the Goods to Kruizinga as soon as possible, at the latest within fourteen (14) days from the day following the date of signing and sending the Model Form. The Goods shall be returned with all delivered accessories, as far as possible in their original condition and packaging.

Model form

This form must be completed and returned if you wish to withdraw the Agreement. The form may be sent by post to the address below or scanned and sent by e-mail to the e-mail address below.

To: Kruizinga B.V.
Ingenieur R.R. van der Zeelaan 1
PO Box 1, 8190 AA Wapenveld
info@kruizinga.nl

I/We* hereby inform you, that I/we* withdraw our Agreement regarding

if applicable: the sale of the following Goods with invoice number:

*

The cost of the return shall be borne by the Consumer.

Ordered on _____ received on _____ (*fill in this field only if it involves the delivery of products*).

Name:

Address:

Signature: