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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Nottrot B.V.

having its registered office in Raamsdonksveer

Chamber of Commerce no. 20171535

Artikel 1 - Definitions

- 1.1 In these terms and conditions, "Nottrot" will mean: Nottrot B.V. having its registered office in Raamsdonksveer and place of business at Everdenberg no. 79, 4902 TT Oosterhout.
- 1.2 In these terms and conditions, "Purchaser" means: the natural person or legal entity, which has entered into an agreement with Nottrot in connection with the provision of services and/or goods by Nottrot.
- 1.3 In these terms and conditions, "parties" will mean: Nottrot and the Purchaser.
- 1.4 In these terms and conditions, "agreement" will mean any agreement between the Purchaser and Nottrot for the delivery by Nottrot of services and/or goods for the benefit of the Purchaser.
- 1.5 In these terms and conditions, "work" will mean: all work which the Purchaser has instructed Nottrot with, or which ensues from, or is directly related to, the work being carried out, in the broadest sense.
- 1.6 In these terms and conditions, "Website" means: www.nottrot.com.

Artikel 2 - Applicability

- 2.1 These General Terms and Conditions apply to all quotations from, orders to and agreements with Nottrot.
- 2.2 These general terms and conditions can be made known by listing them on the letterhead (including overleaf), quotation, order confirmation, e-mail, invoice and on the Website.
- 2.3 Any applicability of general terms and conditions used by the Purchaser is hereby expressly rejected.
- 2.4 With regard to items that Nottrot has purchased from third parties, the contract and/or guarantee provisions applicable to the relevant transactions will also apply to the agreement between Nottrot and the Purchaser, if and insofar as Nottrot invokes this.
- 2.5 If these general terms and conditions are also drawn up in a language other than Dutch, the Dutch text will always prevail in the event of differences.
- 2.6 The possible voidability or invalidity of a provision of the agreement and/or these general terms and conditions does not affect the validity of the remaining part of the agreement and/or these general terms and conditions. Instead of the voided or invalid part, the closest thing to what the parties would have agreed in a legally permissible manner if they had known the nullity or voidability is then agreed upon.

Artikel 3 - Offers

- 3.1 All offers, quotations, cost estimates, etc. from Nottrot, made orally, in writing, by telephone, via internet, by e-mail, app or in any other way, are entirely without obligation and can therefore be revoked by Nottrot, even immediately after the Purchaser has accepted the offer.
- 3.2 All information and/or specifications provided with an offer, quotation, etc. are always approximate and are only binding for Nottrot, if this has been expressly confirmed in writing with those words.
- 3.3 If a quotation etc. from Nottrot has not been followed by a written unconditional acceptance within 30 days or a specified other period, it will automatically lapse.

Artikel 4 - Agreements

- 4.1 An agreement between the parties is concluded at the time when Nottrot confirms the order from the Purchaser in writing (or by e-mail), or, if that is earlier, at the time when Nottrot makes a start on the performance of the Agreement.
- 4.2 If a (written) quotation has not been made for a delivery by Nottrot, the delivery note/invoice will be deemed to accurately reflect the content of the relevant agreement. The Purchaser declares to agree in advance to the content of the aforementioned delivery note/invoice, unless the contrary is proven.
- 4.3 Agreements with subordinate members of staff or other intermediary or auxiliary persons of Nottrot do not bind Nottrot insofar as these agreements have not been confirmed in writing by Nottrot's management.
- 4.4 Additional agreements or changes to the agreement only bind Nottrot if it has confirmed this in writing or by e-mail.
- 4.5 The written confirmation or e-mail from Nottrot is deemed to represent the agreement correctly and completely, unless the contrary is proved.
- 4.6 Nottrot is not liable for misunderstandings, delays or improper transmission of data and communications as a result of the use of any means of communication between Nottrot and the Purchaser, or between Nottrot and third parties, insofar as these concern Nottrot and the Purchaser unless there is intent or gross negligence on the part of Nottrot.
- 4.7 If Nottrot enters into an agreement with two or more persons or legal entities, each of these persons or entities will be jointly and severally liable for the fulfilment of the obligations arising for them from that agreement towards Nottrot.
- 4.8 Nottrot reserves the right to cancel the agreement in whole or in part without judicial intervention if the Purchaser applies for suspension of payments provisional or otherwise, or if the Purchaser's bankruptcy is applied for, if the order cannot or no longer reasonably be completed, or if the Purchaser is negligent in providing information that Nottrot requires or needs from the Purchaser in the context of the concluded agreement. If the agreement is cancelled by Nottrot on one of the aforementioned grounds, the Purchaser will owe a fee to Nottrot for the costs incurred and loss of profit of 25% of the agreed fee with a minimum of EUR 500. In addition, the Purchaser will reimburse all other costs incurred by Nottrot in preparation for or in performance of the services to be delivered by it, as well as all other loss suffered by Nottrot. Insofar as Nottrot (on the basis of one of the aforementioned grounds) dissolves the agreement concluded between the parties, it is not obliged to pay any compensation or damages to the Purchaser for any reason.
- 4.9 The Purchaser's right to the performance of the agreement is not transferable without Nottrot's prior written permission.

Artikel 5 - Delivery and delivery time

- 5.1 The delivery times stated by Nottrot are based as much as possible on the circumstances prevailing at the time of the conclusion of the agreement. However, they are never binding or deadlines. Additional agreements, changes or external circumstances over which Nottrot has no influence can lead to an extension of the time schedule agreed by the parties.
- 5.2 If Nottrot exceeds the agreed delivery times this does not entitle the Purchaser to terminate the agreement, unless Nottrot is in default for more than 60 days.
- 5.3 The Purchaser will purchase the goods and/or services as soon as Nottrot offers them. If the Purchaser does not fulfil the aforementioned obligation, notwithstanding its authority to demand compliance, Nottrot may terminate the agreement.
- 5.4 The goods sold by Nottrot are delivered from Nottrot's business or storage space. The risk is transferred to the Purchaser as soon as the goods have left the business or storage space or as soon as the goods have been separated for the Purchaser's benefit and notice has been given or sent that the purchased items are ready for delivery. The transport risk is for the Purchaser, unless agreed otherwise in writing.

Artikel 6 - Prices

- 6.1 The agreed prices are exclusive of VAT unless explicitly stated otherwise.
- 6.2 Nottrot reserves the right to make changes in cost-determining factors after the date of the offer or order confirmation, which Nottrot cannot reasonably influence, such as, for example, rises or increases in purchase prices, excise duties, social security charges, insurance proceeds, tolls, shipping/transport costs or sales tax, to be charged on to the Purchaser, even if a certain price has been agreed.
- 6.3 Any transport costs, shipping costs, insurance costs and all other costs to be incurred in connection with the delivery will be explicitly stated in the written confirmation by Nottrot.
- 6.4 Additional work is considered to be everything that is delivered and/or applied by Nottrot in consultation, whether or not laid down in writing, with the Purchaser during the performance of the agreement in excess of the quantities explicitly laid down in the agreement or the quotation, or that is performed by Nottrot in excess of the work explicitly laid down in the agreement or the quotation.

Artikel 7 - Payment

- 7.1 Payment must be made in advance, by transfer to the bank account specified by Nottrot, unless stated otherwise.
- 7.2 Payments will be made in euros, unless stated otherwise.
- 7.3 The Purchaser will not suspend or set off the payment to Nottrot.
- 7.4 The Purchaser is in default without the need for notice of default by the mere expiry of the payment term.
- 7.5 During the period of its default, the Purchaser owes a default interest of 1.5% per month or part of a month on the outstanding claims. Each time after the end of a year, the amount on which the default interest is calculated is increased by the interest due for that year.
- 7.6 For extrajudicial and judicial collection work, the Purchaser, in addition to the principal sum and the default interest, will owe the actual collection costs and legal costs incurred by Nottrot.
- 7.7 If the Purchaser is in default with any payment, Nottrot may suspend its performance or cancel the agreement without judicial intervention.

Artikel 8 - Purchaser's details

- 8.1 The Purchaser's details will be included in Nottrot's files. This data will only be used for the execution of the Purchaser's order.
- 8.2 Insofar as personal data are processed in the context of performing the work, these personal data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation.
- 8.3 The Purchaser can always view its data that is included in Nottrot's files and request changes. Such a request can be submitted by e-mail (info@nottrot.nl).
- 8.4 The Purchaser indemnifies Nottrot against any claim from and any action by third parties, by whatever name and for whatever reason, including but not limited to claims for payment of loss, costs and fines, related to the processing and/or storage and/or the use of personal data in the context of the performance of the agreement.

Artikel 9 - Retention of title

- 9.1 Nottrot reserves the title of all items it has delivered to the Purchaser until the purchase price for all these items, including future ones, has been paid in full. Furthermore, the retention of title applies to the claims that Nottrot obtains from the Purchaser due to a failing on the part of the Purchaser in one or more of its other obligations towards Nottrot.
- 9.2 The Purchaser will keep the goods delivered under retention of title carefully and always as recognisable property of Nottrot. The Purchaser will insure the goods for the duration of the retention of title against all usual risks. The Purchaser herewith authorises Nottrot to make an undisclosed pledge to itself of all its claims against the insurers under the aforementioned insurances within the meaning of Section 3:239 of the Dutch Civil Code, as further security for Nottrot's claims against the Purchaser.
- 9.3 If the Purchaser fails to fulfil its payment obligations towards Nottrot or Nottrot has good reason to fear that it will fail to fulfil its obligations, Nottrot may repossess the goods delivered under retention of title at any time (or have them repossessed). Once the items have been repossessed, the Purchaser is credited their market value (based on purchase price), which will in no event exceed the original purchase price, less the repossession charges.

Artikel 10 - Permits and government measures

- 10.1 The Purchaser guarantees Nottrot the timely acquisition and maintenance of all permits (from authorities) that are required for the work to be performed and for a normal manner of execution thereof. The Purchaser also guarantees Nottrot that the applicable national and international legislation and regulations, standards and norms, guidelines and codes, including all applicable legislation and regulations, including with regard to international trade, such as embargoes, import and export restrictions and sanction lists, and including legislation and regulations relating to combating and preventing child labour, corruption, slavery, poor working conditions and terrorism, do not impede the implementation of the agreement. The Purchaser indemnifies Nottrot against any claim and any action by third parties, by whatever name and for whatever reason, related to the foregoing.
- 10.2 The Purchaser will provide Nottrot with high-quality drawings and other data with regard to the work mentioned in the Agreement in good time.
- 10.3 All consequences, fines, loss and suchlike - as a result of or arising from the permits and data referred to in the first and second paragraphs of this article not being available or not being available on time are for the Purchaser's account.
- 10.4 All consequences caused by the non-functioning of equipment made available by the Purchaser or work or preparatory work not properly performed by the Purchaser, such as but not limited to providing accurate and complete data, are for the Purchaser's account.

Artikel 11 - Intellectual property rights

- 11.1 Unless otherwise agreed in writing, Nottrot retains the copyright and all other intellectual property rights on the examples, calculations, models, designs, working methods, advice, contracts and model contracts, and products prepared and provided by it. These items remain Nottrot's property and may not be copied, reproduced, shown to third parties or used in any other way without its express permission, regardless of whether the Purchaser has been charged costs for this. The Purchaser will return these items to Nottrot on first request.
- 11.2 In the event of violation of the provision in the first paragraph, the Purchaser forfeits a fine of EUR 10,000 for each violation and for each day that a violation lasts, including part of the day, notwithstanding the other rights that Nottrot may enforce, for example, requesting a prohibition of the violation and claiming compensation.
- 11.3 Nottrot is permitted to take technical measures to protect the software/equipment it supplies.

- 11.4 Without prior written permission from Nottrot, the Purchaser may not dismantle, decompile, reverse engineer, integrate or combine the software supplied by Nottrot with other software, copy, translate, adapt, make variations to or change it, except to the extent permitted under the applicable licence conditions and except to the extent permitted under the law.
- 11.5 The Purchaser will indemnify Nottrot against any action based on the allegation that the software developed by Nottrot itself infringes a valid copyright of third parties. Nottrot does not grant any indemnification and is not obliged to pay any compensation for any claim in which there is a change in the software.
- 11.6 If the parties agree in a separate agreement in writing that Nottrot will develop software on the instructions of the Purchaser, the Purchaser will acquire, with regard to the software developed entirely for its behalf, the non-exclusive right to unlimited use of the software in its own company. Parties can explicitly agree otherwise in writing.

Artikel 12 - Investigation, complaints and guarantees

- 12.1 The Purchaser will immediately check the delivered goods upon delivery for any deviations from what was agreed.
- 12.2 Any complaints must be submitted to Nottrot at the latest within 30 days after the actual delivery, with an accurate statement of the facts to which these complaints relate, failing which the Purchaser is deemed to have irrevocably and unconditionally accepted the delivered product/performance.
- 12.3 Any right to complain lapses and any form of guarantee expires if and as soon as the Purchaser uses the delivered goods for a purpose other than that for which they are suitable according to objective standards or for a purpose other than which Nottrot could reasonably assume that they would be used, or acts (or fails to act) in violation of the relevant user instructions published on the Website.
- 12.4 Nottrot is only obliged to take note of submitted complaints if the Purchaser has fulfilled all its contractual obligations towards Nottrot, for any reason, and if the Purchaser, if Nottrot so requests, returns the delivered item (or part of it) at its own cost to Nottrot for inspection and investigation. The Purchaser will not be able to suspend or set off its obligations in connection with a complaint it has submitted.
- 12.5 If the complaints of the Purchaser, also in view of the above, are justified, after consultation with the Purchaser, Nottrot will ensure that a good (or part of it) or a service of the same or comparable type is delivered within a reasonable period of time. If requested, the Purchaser will hand over the replaced goods or parts, or documents provided in connection with the service to Nottrot or keep them for a reasonable period of time for inspection and investigation.
- 12.6 If the Purchaser's complaints, also in view of the above, are justified, but it is not possible to deliver the good (or part of it) or service within a reasonable period of time, Nottrot is entitled to deliver a good or service that is most similar or apply a reasonable price reduction.
- 12.7 The goods delivered by Nottrot comply with the usual requirements and standards which can currently be made of delivery and which are intended for normal use.
- 12.8 If the guarantee provided by Nottrot concerns a good produced by a third party then that guarantee is limited to the guarantee given by the manufacturer of the good unless otherwise stated. If calculations with regard to the delivered goods are based on a certain period, that period does not count as a guarantee period.
- 12.9 Any form of guarantee will lapse if a defect has arisen as a result of or ensues from improper use or misuse of the item, or improper storage of the good or improper maintenance by the Purchaser or third parties. This also applies if the Purchaser or third parties, without prior permission from Nottrot, have made or have attempted to make changes to the good, have affixed other goods to it that should not have been affixed to it or if the good has been processed or used other than in the prescribed manner.

Artikel 13 - Liability

- 13.1 In the event of failings, Nottrot is not liable, except in the event of its intent or gross negligence, for business interruption loss, property damage, personal injury or any other loss whatsoever that has arisen directly or indirectly for the Purchaser and/or third parties. Nottrot is at most obliged to deliver the goods or service again or, if delivery is no longer reasonably possible, to apply a reasonable price reduction.
- 13.2 Any liability of Nottrot is limited to the loss that was foreseeable as a possible consequence of the action requiring compensation, with a maximum of the amount that is paid out in the case concerned under the liability insurance it has taken out, plus the amount of the excess that according to the policy conditions is not charged to the insurer.
If for whatever reason, no payment is made under the aforementioned insurance policy, any liability is limited to the net invoice amount invoiced by Nottrot for the relevant good or case in question.
- 13.3 Notwithstanding what is stipulated elsewhere in these general terms and conditions, Nottrot is never liable for goods and/or services that it has purchased from third parties beyond those insofar as these third parties are liable to Nottrot and offer recourse.
- 13.4 Nottrot is not liable (i) if the Purchaser has not reported the loss promptly and in writing to Nottrot within 30 days after it has discovered it or could have discovered it; or (ii) if the Purchaser has acted in violation of the user manual published on the Website.
- 13.5 Nottrot stipulates all legal and contractual means of defence that it can invoke to defend its own liability towards the Purchaser, also for the benefit of its subordinates and non-subordinates for whose conduct it would be liable under the law.
- 13.6 Notwithstanding the other provisions of this article and these general terms and conditions, any legal claims or actions must be brought before the court at the latest one year after delivery of the performance.

Artikel 14 - Indemnification

- 14.1 The Purchaser will fully indemnify Nottrot against any form of liability that Nottrot might have vis-à-vis third parties with regard to goods delivered or services provided by Nottrot, to the extent that Nottrot does not have such liability under these terms and conditions.

Artikel 15 - Force majeure

- 15.1 Force majeure (*non-attributable breach*) is understood to mean: any circumstance, possibly unforeseeable, that is independent of the will of the parties, as a result of which fulfilment of the agreement cannot or no longer reasonably be expected from Nottrot by the Purchaser.
- 15.2 Force majeure of Nottrot is in any case understood to mean: work strike, excessive sickness absence of Nottrot's staff, fire, sabotage, government measures, internet, computer and telephone disruptions at Nottrot, unusual price increases, problems at suppliers, transporters and involuntary disruptions or obstacles meaning the performance of the agreement becomes more expensive and/or more inconvenient, such as storm damage and/or other natural disasters, as well as non-performance (*attributable breach*) by auxiliary persons of Nottrot or the Purchaser, as a result of which Nottrot can not or no longer fulfil its obligations towards the Purchaser or not on time.
- 15.3 If a force majeure situation occurs, Nottrot can suspend the performance of the agreement or terminate the agreement; the Purchaser can also do this but only after Nottrot has failed to fulfil its obligations 60 days after notice of default. In the event of cancellation in the event of force majeure, Nottrot will not owe any compensation.

Artikel 16 - Applicable law and disputes

- 16.1 All legal relationships between the parties are exclusively subject to Dutch law.
- 16.2 Disputes will be settled exclusively by (the Preliminary Relief Judge of) the Rotterdam District Court.

C. Nottrot Managing director

