

**DOORVEEN B.V.**

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General terms and conditions Doorveen B.V.**Article 1 - Definitions**

1. Doorveen: Doorveen B.V., located at Eenspan 32a, 3897 AL, Zeewolde.
2. Customer: the party with whom Doorveen has entered into an agreement.
3. Parties: Doorveen and the customer together in the context of the agreement.

Article 2 – Applicability

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements, and deliveries of products or services by or on behalf of Doorveen.
2. The parties may only deviate from these conditions if agreed upon in writing.
3. The parties exclude the general terms and conditions of the customer or a third party.

Article 3 – Offers and quotations

1. Offers and quotations from Doorveen are non-binding unless explicitly stated otherwise.
2. An offer or quotation is valid for 30 days, unless a different period is included in the offer or quotation.
3. If the customer does not accept the offer or quotation within the stated period, the offer or quotation expires.
4. If the customer accepts the offer or quotation after the expiry of the stated period and no price or other changes have occurred, Doorveen may choose to deliver the products or services under the conditions stated in the offer.
5. Offers and quotations are not valid for repeat order, unless explicitly agreed otherwise.

Article 4 - Acceptance

1. Upon acceptance of an offer or quotation, Doorveen is free to withdraw the offer or quotation within 3 days after receiving the acceptance, without the customer being able to derive any rights from it.
2. Verbal acceptance by the customer only binds Doorveen after the customer has confirmed the acceptance in writing or electronically.

Article 5 – Prices

1. Prices are in euros, excluding VAT, unless agreed otherwise.
2. Prices exclude transport unless otherwise agreed.
3. Any additional costs, such as administrative costs or costs imposed by local authorities, are borne by the customer.
4. Doorveen is free to change communicated prices.
5. When providing services, parties enter into an agreement based on a guideline price, unless agreed otherwise in writing.
6. The customer may cancel the part of the assignment that exceeds the guideline price if the guideline price turns out to be more than 10% higher.
7. Doorveen will inform the customer of price changes prior to the implementation of the new price.

Article 6 – Payment and terms

1. Doorveen is free to require a 50% down payment of the agreed amount when entering into the agreement.
2. The customer must pay an invoice from Doorveen within 14 days of the invoice date, unless otherwise agreed in writing or a different term is stated on the invoice.



3. Payment terms are considered strict deadlines. This means that if the customer has not paid the due amount by the last day of the payment term, the customer is automatically in default without Doorveen needing to send a reminder.
4. Doorveen is free to make delivery dependent on immediate payment or to demand security for the total amount of the products or services.

Article 7 – Consequences of late payment

1. If the customer does not pay within the agreed term, Doorveen may charge statutory interest per month for commercial transactions from the day the customer is in default, with part of a month being counted as a full month.
2. When the customer is in default, any extrajudicial collection costs and possible compensation for damages are borne by the customer.
3. Collection costs are calculated based on the Decree on Compensation for Extrajudicial Collection Costs.
4. When the customer does not pay on time, Doorveen is free to suspend its obligations until payment has been made.
5. In case of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, Doorveen's claims on the customer become immediately due.
6. If the customer refuses to cooperate with the execution of the agreement by Doorveen, the full amount remains due.

Article 8 – Right of Reclamation

1. If the customer is in default, Doorveen may invoke the right of reclamation, as described in Article 7:39 of the Dutch Civil Code, concerning the unpaid products delivered to the customer.
2. Doorveen invokes the right of reclamation by written or electronic notice to the customer.
3. Once the customer has been notified of the invoked right of reclamation, the customer must immediately return the relevant products to Doorveen, unless agreed otherwise in writing.
4. The customer bears the costs for returning the products mentioned in paragraph 3.

Article 9 – Right of Suspension

1. The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 10 – Right of Retention

1. Doorveen may exercise its right of retention and in that case keep products of the customer in its possession until the customer has paid all outstanding invoices from Doorveen, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies based on previous agreements for which the customer still owes money to Doorveen.
3. Doorveen is not liable for any damage the customer suffers due to the invocation of the right of retention.

Article 11 – Set-off

1. The Customer waives the right to offset a debt to Doorveen with a claim on Doorveen.



Article 12 – Retention of Title

1. Doorveen remains the owner, as described in Article 5:1 of the Dutch Civil Code, of all delivered products until the customer has paid all outstanding invoices of Doorveen related to an underlying agreement, including claims due to non-performance.
2. Until all outstanding invoices related to the underlying agreement have been paid, Doorveen may invoke the retention of title and reclaim the relevant products pursuant to Article 5:2 of the Dutch Civil Code.
3. Before ownership has transferred to the customer, the customer is not free to pledge, sell, alienate, or otherwise encumber the products.
4. When Doorveen invokes the retention of title, the agreement is terminated and Doorveen is free to claim compensation for damages, lost profits, and interest from the customer.

Article 13 - Delivery

1. Delivery is subject to availability.
2. Delivery is Ex Works, unless agreed otherwise.
3. If the customer does not fulfill their payment obligation on time, Doorveen is free to suspend the delivery. In such cases, there is a creditor's default, meaning the customer cannot oppose a delayed delivery against Doorveen.

Article 14 – Delivery time

1. Delivery times of Doorveen are indicative. If delivery occurs later, the customer cannot derive any rights from this unless otherwise agreed in writing.
2. The delivery time starts when the offer signed for approval by the customer is confirmed in writing or electronically by Doorveen.
3. The customer is not entitled to compensation and may not cancel the agreement if Doorveen delivers later than agreed. The customer may cancel the agreement if agreed in writing or if Doorveen is unable to deliver within 30 days after a written demand or a different agreement between the parties.

Article 15 – Actual delivery

1. Customer must ensure that actual delivery can take place.

Artikel 16 – packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the customer must have a note made by the carrier before accepting the product. If the customer fails to do this, they cannot hold Doorveen liable for any damage.
2. If the customer is responsible for transport, they must report any visible damage to products or packaging to Doorveen prior to transportation. If the customer does not do so, they cannot hold Doorveen liable for any damage.

Article 17 – Assembly and/or installation

1. Although Doorveen endeavors to perform all assembly and/or installation work as well as possible, Doorveen accepts no responsibility for this, except in cases of intent or gross negligence.

Article 18 – Execution of the agreement

1. Doorveen executes the agreement to the best of its knowledge and ability.
2. Doorveen may have the agreed services performed in whole or in part by third parties.
3. Execution of the agreement takes place in consultation.
4. The customer must provide Doorveen with the opportunity to start execution on time. If the customer fails to do so, the additional costs will be charged to the customer.



Article 19 – Information provided by customer

1. The customer shall provide all information, data, and documents relevant to the proper execution of the agreement to Doorveen on time and in the desired form and manner.
2. The customer guarantees the accuracy and completeness of the information provided, including information from third parties, unless the nature of the agreement indicates otherwise.
3. If requested by the customer, Doorveen will return the relevant documents.
4. If the customer fails to provide the required information on time or properly, and the execution of the agreement is delayed as a result, the additional costs will be charged to the customer.

Article 20 – Duration of Service Agreement

1. The agreement between Doorveen and the customer for a service is entered into for a duration of 1 year, unless the agreement specifies otherwise.
2. After the period mentioned in paragraph 1, the agreement will be tacitly renewed for an indefinite period, unless the customer or Doorveen terminates the agreement with one month's notice.

Article 21 – Withdrawal of Service Agreement

1. The customer is free to terminate the service assignment at any time.
2. If the customer withdraws the assignment, the customer is obligated to pay the due compensation and incurred expenses of Doorveen in connection with the services.

Artikel 22 – Complaint obligation

1. The customer must examine a product delivered or a service provided by Doorveen as soon as possible for any shortcomings.
2. If a delivered product or service does not meet what the customer could reasonably expect, the customer must inform Doorveen within one month of discovering the shortcoming.
3. If the customer does not complain in time, the customer can no longer rely on a defect in performance under Article 6:89 of the Dutch Civil Code.
4. The complaint must include a description of the shortcoming as detailed as possible to allow Doorveen to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between Doorveen and the customer.
6. A complaint can in no case lead to Doorveen being required to perform work other than agreed.

Article 23 - Warranty

1. If the customer and Doorveen have entered into an agreement for services, this entails only a best-efforts obligation for Doorveen, not a result obligation.
2. Warranty on products only applies to defects caused by defective manufacturing or construction or defective materials.
3. Warranty does not apply:
 - a. In case of normal wear and tear
 - b. For damage caused by accidents
 - c. For damage caused by modifications to the product
 - d. For damage caused by negligence or improper use by the customer
 - e. When the cause of the defect cannot be determined
4. The risk of loss, damage, or theft of the products delivered by Doorveen transfers to the customer as soon as the products are actually delivered or come under the control of the customer or a third party who receives the product for the customer.



Article 24 – Notice of Default

1. The customer must communicate any notice of default to Doorveen in writing.
2. The customer is responsible for ensuring that the notice of default reaches Doorveen.

Article 25 - Confidentiality

1. The customer shall keep confidential any information received from Doorveen, unless agreed otherwise in writing.
2. Paragraph 1 does not apply to information that:
 - a. Was public before the customer received this information, or later became public without this resulting from a breach of the confidentiality obligation.
 - b. Was disclosed by the customer based on a legal obligation.
3. If the customer breaches the confidentiality obligation, the customer owes Doorveen an immediately due and payable penalty of €5,000.00, without a notice of default or court procedure being required. Actual damage is not necessary.
4. For each day the breach continues, the penalty increases by 5%.
5. In addition to the penalty described in paragraph 3, Doorveen is entitled to claim compensation for damages.

Article 26 – Indemnification

1. The customer indemnifies Doorveen against all claims from third parties related to the products and/or services delivered by Doorveen.

Article 27 – Liability Doorveen

1. Doorveen is only liable for damage suffered by the customer if the damage is caused by intent or deliberate recklessness.
2. If Doorveen is liable for damage, this only applies to direct damage related to the execution of the underlying agreement.
3. Doorveen is not liable for indirect damage, such as consequential damage, lost profits, or damage to third parties.
4. If Doorveen is liable, such liability is limited to the amount paid by a liability insurance. If no insurance has been taken out, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website, in a catalog, or otherwise provided by Doorveen are merely indicative and cannot give rise to any compensation, dissolution, or suspension.

Article 28 – Termination

1. The customer may terminate the agreement if Doorveen fails to fulfill its obligations culpably, unless the shortcoming does not justify termination due to its minor nature or special character.
2. If performance of the obligations by Doorveen is still possible, termination may only occur after Doorveen is in default.
3. Doorveen may terminate the agreement with the customer if the customer does not fully or timely fulfill their obligations, or if Doorveen becomes aware of circumstances that provide reasonable grounds to believe that the customer will not fulfill their obligations.



Article 29 – Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by Doorveen cannot be attributed to Doorveen when there is a case of force majeure.
2. The following situations are, among others, considered force majeure:
 - a. An emergency such as (civil) war or natural disaster
 - b. Default or force majeure of suppliers, couriers, or third parties
 - c. Power, electricity, internet, computer, or telecom outages
 - d. Computer viruses
 - e. Strikes
 - f. Government measures
 - g. Transport problems
 - h. Poor weather conditions
 - i. Work interruptions
3. If a force majeure situation prevents Doorveen from fulfilling one or more obligations to the customer, these obligations will be suspended until Doorveen can fulfill them.
4. From the moment a force majeure situation has lasted at least 30 calendar days, the parties may dissolve the agreement in whole or in part in writing.
5. In a force majeure situation, Doorveen is not obligated to pay any compensation to the customer, even if Doorveen benefits from the situation.

Artikel 30 – Amendment of the Agreement

1. The Parties are free to amend the agreement in consultation.

Article 31 – Amendment of General Terms and Conditions

1. Doorveen may amend these general terms and conditions at any time.
2. Substantial amendments will always be discussed with the customer beforehand.
3. Minor amendments may be implemented without consultation.

Article 32 – Transfer of Rights

1. The customer may not transfer any rights from an agreement to others without written permission from Doorveen.
2. This provision has proprietary effect, in accordance with Article 3:83 paragraph 2 of the Dutch Civil Code

Article 33 – Consequences of Nullity and/or Annulment

1. If one or more provisions of these general terms and conditions prove to be null or voidable, this does not affect the validity of the remaining provisions.
2. A provision that is null or voidable will in that case be replaced by a provision that most closely reflects the intention Doorveen had when drafting the original provision.

Article 34 – Applicable Law and Competent Court

1. Dutch law applies to these general terms and conditions.
2. The court in the district where Doorveen is located has exclusive jurisdiction to take cognizance of any disputes between the customer and Doorveen, unless the law dictates otherwise.

Drawn up on May 1, 2025, in Zeewolde