

Solid Install B.V.  
Kabelweg 94  
2371 DX Roelofarendsveen

Adopted 2 January 2019

#### Article 1 Applicability of these terms and conditions

1. These terms and conditions apply to all legal relationships between Solid Install B.V. and its counterparties (hereinafter also jointly: **parties**), in the broadest sense of the word. Insofar as there is no explicit deviation from these terms and conditions and writing, these conditions therefore apply to any offer by Solid Install B.V., as well as to the agreement(s) whereby Solid Install B.V. acts as the seller of goods and/or as a service provider.
2. Stipulations deviating from these terms and conditions are only valid if these have been agreed in writing between the parties, and only apply to the agreement in question. Solid Install B.V. Explicitly rejects the applicability of conditions employed by the seller, lessee or client (hereinafter also: **contractor**).
3. The potential nullity of any provisions in an agreement concluded between the parties and/or these terms and conditions does not affect the validity of the remainder of the agreement and/or these terms and conditions.
4. Should one or more stipulations of these terms and conditions be or become non-binding, the remaining provisions remain in force between the parties undiminished. The parties in that case undertake to replace the non-binding provisions by a provision that is indeed binding and that – in view of the aim and tenor of these terms and conditions – deviates from the non-binding provision as little as possible.
5. If there is any lack of clarity concerning the interpretation of one or more provisions of these terms and conditions, this interpretation should be performed “in the spirit” of these conditions.
6. If a situation arises between the parties that is not provided for in these terms and conditions, this situation must be assessed “in the spirit” of these terms and conditions.
7. If Solid Install B.V. does not always require these terms and conditions to be strictly observed, this does not mean that their provisions do not apply, or that Solid Install B.V. would lose the right to invoke these terms and conditions in other cases.
8. It is established between the parties that once an agreement has arisen under the applicability of these terms and conditions, these terms and conditions also apply to subsequent agreement between the same parties undiminished, unless agreed otherwise in writing.
9. In the event of contradiction between a quotation and these terms and conditions, the text of the quotation prevails.

#### Article 2 Offers and establishing the Agreement

1. Offers (quotations) made by Solid Install B.V. are entirely free of obligation and can be revoked, unless an acceptance period has been set out in the offer. An offer replaces all offers previously issued for the project concerned or the goods cited in the offer. Offers are valid for 5 working days after the date of the quotation, unless a different period is mentioned in the offer.
2. Revocation is also possible after the contractor has accepted the offer (by placing an order or by providing an assignment), provided Solid Install B.V. sends a communication in this regard to the contractor immediately following this acceptance.
3. Solid Install B.V. is unable to abide by an offer if the contractor can reasonably see that the offer, or a part of this, contains an evident mistake or error.
4. An agreement arises between Solid Install B.V. and the contractor as soon as the contractor has accepted the offer (by placing an order or providing an assignment) or has commenced executing this.
5. If the contractor's assignment or order deviates from the offer (whether or not on minor points), Solid Install B.V. is not obliged by this. The agreement does not therefore arise in accordance with this deviating assignment or order, unless Solid Install B.V. states otherwise in writing.
6. If the contractor is acting in the exercise of a profession or business, it relinquishes its right to dissolution or rejection under article 6:227 c paragraph 2 of the Dutch Civil Code.
7. The prices listed in a quote exclude VAT and exclude the costs of transport and/or shipping, installation/assembly and other expenses incurred in connection with the supply and of Government imposed dues, and/or taxes, unless otherwise noted.
8. If, after concluding the agreement, one or more cost-price factors undergo an increase – even if this is due to unforeseeable circumstances – Solid Install B.V. is at all times entitled to increase the price accordingly.
9. A fixed price is only agreed between the parties if this is established in the offer explicitly and in writing.
10. An offer drawn up does not oblige Solid Install B.V. to deliver a part of this at a corresponding part of the stated price.
11. The content of an offer does not automatically apply to future orders.

**Article 3 Delivery**

1. Unless agreed otherwise, delivery shall be made as follows:
  - a. in the case of sale without additional services: ex Solid Install B.V.'s warehouse. The contractor must take off goods purchased by him at the time when they are delivered to him. If the contractor refuses or fails to provide information or instructions necessary for the delivery, the goods will be stored on its own account and at its own risk. The contractor shall in that case owe Solid Install B.V. all additional costs, including in any event storage and transport costs, and be obliged to reimburse damage otherwise arising due to this.
  - b. When seeing to installation activities (or other services): deliver at the site of the project, where the installation activities or other services are to be performed, provided that ground-level and obstacle-free loading and unloading site is available.
2. Solid Install B.V. has complied with its delivery obligation(s) by offering the goods ordered to the contractor once (or having these offered). The delivery report of Solid Install B.V. or its shipper always serves as full proof of presentation for deliver.

**Article 4 Delivery Times**

1. Solid Install B.V. shall endeavour to deliver its products and services in accordance with the timetable agreed between the parties.
2. In the case of delivery of new equipment, the delivery time depends on the delivery times of the manufacturer.
3. Agreed terms are not a deadline, unless otherwise expressly agreed.
4. In case of late delivery, the contractor shall therefore notify Solid Install B.V. of its default in writing.
5. If a term is exceeded, the contractor is not entitled to dissolve the agreement (partially or otherwise), unless it is exceeded in such a way that according to requirements of reasonableness and fairness, the contractor cannot be required to allow the agreement to continue. If the contractor dissolves the agreement (partially or otherwise), it is not able to claim compensation in any form from Solid Install B.V.

**Article 5 Partial Supplies**

1. Solid Install B.V. is allowed to deliver goods sold as partial deliveries. This does not apply if a delivery has no independent value. If the goods are delivered in portions, Solid Install B.V. shall be competent to deliver each portion separately.

**Article 6 Transfer of risk and transport**

1. Solid Install B.V. exclusively determines the manner of transport and orders. Transport occurs according to the delivery schedule established by Solid Install B.V. If the contractor desires a different (i.e. more expensive) manner of transport, or if the delivery location or time changes due to circumstances on account of the contractor, the additional costs of this shall be charged to the contractor.
2. The contractor is obliged to ensure that there are sufficient options are loading and unloading at the delivery location, delivery can occur with as short a waiting time as possible, and the loading and unloading site is easily reachable and usual modes of transport can be used. Load carriers must be placed directly behind the first access door of the premises, or can be taken by Solid Install B.V.
3. The risk (economic or otherwise) concerning goods to be delivered by Solid Install B.V. transfer to the contractor in full on actual delivery.

**Article 7 Technical requirements etc.**

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the contractor shall inform Solid Install B.V. at the conclusion of the agreement of the use abroad and the applicable technical requirements and/or standards mandated by laws or provisions of the country in which the items are to be used. Without this information, Solid Install B.V. cannot be held responsible for any non-conformance with the above requirements.
2. All other technical requirements imposed by the contractor on the goods to be delivered and which differ from the normal requirements, must be explicitly reported by the contractor and accepted by Solid Install B.V. in writing when concluding the agreement.

**Article 8 Services: execution of the agreement**

1. Solid Install B.V. shall effect the care of a good contractor with the execution of the agreement. The obligations for Solid Install B.V. resulting from the agreement exclusively concern obligations of means.
2. If and to the extent that it may be required for a proper implementation of the agreement according to Solid Install B.V., Solid Install B.V. has the right to delegate certain activities to one or more persons it appoints, including third parties.
3. The contractor shall take care that all details, indicated by Solid Install B.V. to be necessary or that the contractor should reasonably understand that this is necessary for the execution of the agreement, be issued to Solid Install B.V. on time. If the data required for the execution of the agreement or facilities are not provided/made available to Solid Install B.V. in due time, Solid Install B.V. has the right to suspend the execution of the agreement and/or to charge the costs resulting from the delay according to the rates agreed with the contractor, or, failing that, according to the usual rates, to the contractor.

4. Solid Install B.V. is not responsible for any loss, no matter what nature, if Solid Install B.V. acted based on the inaccurate and/or incomplete details issued by the contractor, unless this inaccuracy or incompleteness was or should have been known by Solid Install.
5. If it was agreed that the agreement shall be executed in phases, Solid Install B.V. may suspend the execution of the components belonging to a follow-up phase until the contractor has approved the results of the previous phase in writing.
6. The term originally agreed for executing the agreement can undergo change through additional or deviating assignment and/or orders, without this being used against Solid Install B.V. in any way.
7. Solid Install B.V. is authorised to suspend execution of the agreement wholly or partially, if and as long as the contractor, fails to comply with any obligation resulting from the agreement wholly, properly or on time.

**Article 9 Changes to the goods to be delivered**

1. Solid Install B.V. is authorised to deliver goods that deviate on minor points from the goods described in the agreement. This means, if it believes this is necessary or useful, Solid Install B.V. may use or deliver brands of equipment other than those agreed.
2. If Solid Install B.V. makes use of this possibility and delivers an item that deviates substantially from the agreed to item, the contractor is entitled to dissolve the agreement. The contractor shall have such competency for two days after the defect has been discovered or could reasonably have been expected to discover.
3. The contractor has no dissolution power if the changes in the goods to be delivered, packaging or related documentation required to comply with applicable legal requirements or if it involves small changes to the goods that mean an improvement.

**Article 10 Changes to the Agreement**

1. If it appears during the execution of the agreement that it is necessary for the proper execution to change the activities to be rendered or to add to these, parties shall adjust the agreement accordingly on time and in mutual discussion.
2. If parties have agreed that the agreement shall be amended or supplemented, the time of completion or the execution therefore may be influenced. Solid Install B.V. shall inform the contractor of this as soon as possible.
3. If the change or addition to the agreement have financial and/or qualitative consequences, Solid Install B.V. shall inform the contract in this regard in advance. If a fixed tender amount was agreed to, Solid Install B.V. shall indicate the extent to which the change or addition to the agreement shall constitute an exception of this tender amount. Contractor will accept reasonable price changes, respectively price exceptions.

**Article 11 Confidentiality**

1. Both parties are committed to keep secret all confidential information that they should acquire of each other or from any other source in the ambit of their agreement. Information applies as confidential if the other party declared this to be so, or this is a result of the nature of the information.

**Article 12 Intellectual property**

1. Without prejudice to article 11 (Confidentiality) of these conditions, Solid Install B.V. reserves all rights (and authorisations) of intellectual property it is entitled to under the Copyright Act and related legislation and regulation. Solid Install B.V. therefore remains, among other things, owner of all works produced by itself or under its commission, such as diagrams, designs, plans, models, computer programs, video content, animations ad presentations, etc.
2. All documents provided by Solid Install B.V. to the contractor or third parties engaged by or for the contractor, such as reports, advice, designs, sketches, drawings, software, data carriers etc., are only intended to be used by the contractor within the scope of implementing the contract and may not be reproduced, made public or brought to the attention of third parties without Solid Install B.V.'s prior written consent.
3. Solid Install B.V. reserves the right to use the increased knowledge gained through the execution of the activities for other purposes, for as far as no confidential information are thus disclosed to external parties.
4. Solid Install B.V. is not obliged to store or retain designed created, video content or other information/data as intended in the first paragraph of this article, for the purpose of executing the agreement concluded with the contractor.
5. The contractor has the right to make a proposal to change the design (such as the audio or light design, the video content) after the delivery. Solid Install shall make these changes once at no additional cost, unless the changes are so substantial that free modification cannot be expected of it. Adjustments afterwards will only be done at payment of the additional costs.

**Article 13 Cancellation/termination**

- Both parties can cancel the agreement in writing, or in the same manner as the manner in which the contract is concluded based on important reasons such as those mentioned in art. 7:408 (2).
- In case of interim withdrawal due to important reasons, the contractor shall owe a reasonable part of the wages, established in accordance with the provisions of art. 7:411. With the cancellation of an event, this entails the following:

Length of time until the scheduled start of the engineering project.	Payable percentage of the agreed project
72 hours or less	100%
7 days – 72 hours	75%
30 days – 7 days	50%
More than 30 days	25%

**Article 14 Termination of the agreement**

- Solid Install B.V.'s claims against the contractor are payable immediately and in full, without further notice of default, if:
  - after signing the agreement, Solid Install B.V. discovers circumstances that pose reason enough to doubt whether the contractor will comply with its commitments;
  - Solid Install B.V. has requested the contractor to provide collateral for the fulfilment and that this security is not provided within the time limit or is insufficient.
  - the contractor requests suspension of payment or is declared bankrupt, if its goods are seized, if control within the contractor's company if changed – whether or not by means of a share transaction – as well as if the contractor relocates its activities abroad.
- In the cases cited in the previous paragraph, Solid Install B.V. shall be entitled to suspend the further performance of the agreement or to terminate the agreement, without prejudice to the right also to claim damages (additional or otherwise) besides payment based on the agreement.
- If circumstances arise in relation to persons and/or material that Solid Install B.V. deals with in the execution of the agreement or commits to deal with that are of such a nature that the performance of the contract becomes impossible or so objectionable and/or disproportionately expensive that fulfilment of the obligation under the agreement can no longer reasonably be required, Solid Install is authorized to terminate the agreement.

**Article 15 Warranty**

- Solid Install guarantees that the goods delivered by it are free of design, material and manufacturing errors for the period of the manufacturer's warranty for the relevant equipment. Solid Install B.V. shall not be liable for costs, damages or interest which is caused by, or payable due to an act or omission of the contractor or its employees, normal wear and tear as a result of regular use, discolouration due to action of light and other external causes.
- If a complaint under warranty is found to be valid by Solid Install B.V., Solid Install B.V. shall only be held to supply the missing part, replace or refund the price of the goods to which the complaint relates to, to the contractor, with return of the goods to which the complaint relates to.
- For damages arising as a result of a defect in the delivered goods, Solid Install B.V. is exclusively liable in accordance with the provisions of article 23 (Liability).
- The warranty is void if the contractor caused the damage or allowed this to be caused due to improper handling of a guaranteed item.
- Under improper handling is understood: incorrect/improper operation, damage due to surges or disturbances in the power supply, improper link with other equipment, damage (due to vandalism, weather or otherwise).
- If goods, delivered under manufacturer or importer warranty, are returned to assess the warranty by the manufacturer or importer concerned, any costs arising for Solid Install B.V. in this regard may be charged to the contractor. Such as costs for transport.
- If the contractor requests a replacement model at the time of the repairs, the costs (rental or otherwise) are charged to the contractor. Along with the costs for installing and dismantling, if applicable.

**Article 16 Reservation of title**

- The ownership (legal or otherwise) of goods to be delivered by Solid Install B.V. by virtue of the agreement only transfers to the contractor after the contractor has fully complied with all of its obligations (payment or otherwise) toward Solid Install B.V., in form whatsoever, in accordance with paragraph 6 of this article.
- Despite Solid Install B.V.'s retention of title, the goods delivered are held by the contractor on its own account and at its own risk.

3. The contractor is not entitled to pledge the goods delivered on which retention of title rests, or to impose any other rights on it.
4. The contractor is obliged to clearly separate the goods, the ownership of which rests with Solid Install B.V., from other goods, storing them properly and securely (or having this performed) clearly stating the name of Solid Install B.V., at any rate providing Solid Install B.V. proper and secure storage options.
5. In the case of both sale, lease and rental (regardless to whom the goods belong, the contractor or Solid Install B.V.) it applies that if third parties want to claim any right on the delivered/leased goods, the contractor shall be required to inform Solid Install B.V. of this without delay.
6. With the sale of goods, the goods supplied to a contractor remain the property of Solid Install B.V. until the contractor has complied with all further obligations under all agreements (purchase or otherwise) entered into with Solid Install B.V.:
  - a. the consideration(s) relating to goods delivered or to be delivered;
  - b. the consideration(s) regarding services performed or to be performed by Solid Install B.V. under the sale agreement(s);
  - c. any claims by Solid Install B.V. due to non-compliance by the contractor of this agreement (or agreements).
7. Goods supplied by Solid Install B.V. to a contractor that fall under Solid Install B.V.'s retention of title, may never, not even in the normal course of business, be resold by the contractor until the time that the conditions referred to in paragraph 6 are met.
8. Solid Install B.V. hereby retains the right of pledge in advance on goods delivered which became the property of the contractor through payment and that are still in the hands of the contractor, as additional collateral for claims as referred to in art. 3:237 Civil Code, other than that which is mentioned in paragraph 6 of this article, that Solid Install B.V. may have on the contractor under any basis. The powers included in this paragraph also applies to goods delivered by Solid Install B.V. which are prepared or processed by the contractor, resulting in Solid Install B.V. losing its retention of title.
9. The contractor may not use goods still owned by Solid Install B.V. (or allow these to be used) other than as according to the normal execution of its profession or business. Provided ownership of the goods delivered by Solid Install B.V. by virtue of this article has not yet transferred to the contractor, the contractor is not entitled to proceed to alter or process these goods.
10. As long as the obligations above are not met, the contractor is not entitled to sell the goods on which retention of title rests, nor to establish a right of lien on this (unpropertied or otherwise). If the contractor nevertheless relinquishes such goods to a third party, the contractor is obliged to reserve ownership of these goods.
11. If the contractor fails to meet any obligation (payment or otherwise) toward Solid Install B.V. in full, in any form whatsoever, Solid Install B.V. is entitled arbitrarily to take back the goods still belonging to it (or to have this performed), without being obliged to any compensation. For this reason, the contractor is obliged on first request to provide all cooperation desired, under penalty of an immediately payable fine of €1,000 per day, or a section of this, in which the contractor fails to provide any or sufficient cooperation. All costs for taking back in the sense of this article are borne by the contractor. By means of these conditions in advance, the contractor grants Solid Install B.V. irrevocable authorisation to enter all spaces used for or at the contractor in order to implement this article (or have this performed).

#### Article 17 Contractor's obligations

1. When Solid Install B.V. sells goods subject to retention of ownership, the contractor shall:
  - a. insure and keep the goods supplied under retention of ownership insured against fire, explosion and water damage as well as against theft and the policy of this insurance shall be submitted for inspection;
  - b. pledge all claims by the contractor on insurers with respect to the said business to Solid Install B.V. in the manner as prescribed in art. 3:239 Civil Code;
  - c. to pledge the claims the contractor obtains on his customers with the resale of the goods supplied by Solid Install B.V. under retention of ownership, to Solid Install B.V. in the manner prescribed in art. 3:239 Civil Code;
  - d. identify the above-mentioned goods as being the property of Solid Install B.V.;
  - e. cooperate in other ways with all reasonable measures Solid Install B.V. plans to implement to protect its property right with respect to the goods and which do not unreasonably hinder the contractor in the normal course of its business.
  - f. safeguard or use the goods in such a way that they are protected against theft, damage and weather conditions.
2. When Solid Install B.V. sees to installation activities (and/or rental other service provision), the contractor is obliged to the following:
  - a. if Solid Install B.V. is not required to take care of this, the contractor shall be responsible for the facility's requirements. These include power supplies, lifting platforms, forklift trucks and tele-handlers.
  - b. there should to be enough storage space present for the stock (temporary or otherwise) and suchlike
  - c. during loading and unloading, Solid Install's (cargo) trucks/vehicles should have access to the entrance of the location. In addition, the contractor shall provide adequate reserved parking spaces in the immediate vicinity of the location (no more than 100 meters walking distance). Any permits or waivers that allow this, shall be taken care of by the contractor. All consequential costs and/or fees (therefore also: parking costs) shall be borne by the contractor;
  - d. The contractor guarantees the safety and is liable for all personal injury and resulting costs, including operating loss, as far as this is caused by the public and/or staff of the contractor.

**Article 18 Defects pertaining to goods sold**

1. The contractor must inspect the purchased goods upon delivery - or as soon as possible thereafter. The contractor must also verify that the delivered goods correspond with the agreement, namely:
  - a. whether the right goods are delivered;
  - b. whether the goods delivered correspond with the agreement in terms of quantity;
  - c. whether the goods delivered meet the agreed quality requirements or - in their absence - the requirements that may apply for normal use and/or trade purposes;
2. If visible defects or shortcomings are detected, the contractor shall report this to Solid Install B.V. within 24 hours of delivery.
3. The contractor shall report non-visible defects to Solid Install within 24 hours of discovery, but no later than one year after delivery.
4. Even if the contractor submits a claim in a timely manner, his obligation to pay and receive the goods to be delivered shall remain in place. Goods can only be returned to Solid Install B.V. after prior written consent.

**Article 19 Defects pertaining to products and services; complaint terms**

1. the Contractor undertakes to carry out an inspection to verify that the agreed services and goods were indeed supplied, immediately after delivery of the goods delivered and (possibly), and furthermore, right after the work is done, all as described in the accepted tender. This serves to rectify any defect and any loss without delay.
2. Complaints about the work done by the contractor need to be reported to Solid Install B.V. within two hours after discovery, but not later than within two hours after completion of the work.
3. If a complaint appears to be just, Solid Install B.V. shall perform (or have these performed) the activities correctly - if possible - as agreed to, unless it believes this is no longer worthwhile for the contractor. If Solid Install B.V. deems the activities yet to be performed by the contractor as not worthwhile, if it disagrees with this opinion, the contractor must demonstrate in a reasoned manner that the activities yet to be performed are indeed worthwhile. If still carrying out the agreed activities no longer prove to be possible or useful, Solid Install B.V. Shall only be liable within the limits of article 23 (Liability).
4. Even if the contractor submits a claim in a timely manner, his obligation to pay shall remain in place.
5. Complaints about goods installed but not delivered by Solid Install B.V. (because these goods already belong to the contractor, or a third party engaged by the contractor) can never lead to admissibility or permissibility of the complaint. Solid Install B.V. does not accept (consequential) liability for goods that it did not supply.

**Article 20 Price increase and costs not included in the fee**

1. If Solid Install B.V. Agrees a certain price or fee with the contractor, Solid Install B.V. is nevertheless entitled – even if this occurs as a result of foreseeable circumstances – to increase the price or the fee if, after concluding the agreement, one or more cost-price factors undergo an increase. If the price increase is more than 5%, the contractor shall have the right to dissolve the agreement.
2. The fee for services is exclusive of VAT and excluding the costs related to parking (including permits and exemptions), refreshments and meals and excluding the cost of the facility amenities such as power, work platforms, forklift trucks and tele-handlers, unless it has been agreed that these facilities are to be provided by Solid Install B.V.

**Article 21 Payment**

1. If no other arrangements have been made, payment should be made as follows:
  - a. in the case of rental without additional services: 100% prior to delivery.
  - b. when seeing to installation activities (and/or other services): 75% in advance, 25% within 14 days after invoice date.Payment should be made by transfer of the amount due to IBAN NL70RABO0334660726 in the name of Solid Install B.V. in Roelofarendsveen.
2. If payment is made after the expiry of one of the above payment terms, the contractor shall be in default; the contractor shall owe the statutory interest in commercial transactions ex 6:199a CC on the amount due from the time of default. The claim on the contractor is from that moment payable in full, without further notice or default or demands.
3. In the event of liquidation, bankruptcy or suspension of payment of the contractor or where application of the debt restructuring arrangement is pronounced regarding contractor, the obligations of the contractor shall be payable immediately.
4. Payments made by the contractor shall firstly be applied to settle all interest and costs, then to cover payable invoices which have been outstanding the longest, even though the contractor mentions that the payment relates to a later invoice.
5. The contractor is not entitled to any discount or compensation, unless this has been confirmed by Solid Install B.V. in writing.
6. The contractor is in no instance entitled to settle amounts it owes to Solid Install B.V. with any counter claim, on any grounds whatsoever, that the contractor might have toward Solid Install B.V. This also applies if suspension of payment and/or bankruptcy or debt restructuring has been requested or declared concerning the contractor.
7. The contractor is not entitled to suspend its obligations (for payment or otherwise) based on the agreement.
8. If the contractor fails to meet its obligations in connection with late payment, all reasonable costs resulting from this for Solid Install B.V. in order to acquire compliance out of court are charged to the contractor, without prejudice to Solid Install B.V.'s right to full compensation.

9. If it reasonably believes that the contractor's financial situation gives cause for this, Solid Install B.V. is authorised to request pre-payment or surety in the form of a bank guarantee, mortgage, pledge or security and partially or wholly to suspend implementation of its obligations based on the agreement in anticipation of this.
10. If Solid Install B.V. Suspects that the contractor is not/no longer creditworthy for meeting its obligations based on any agreement concluded with Solid Install B.V., Solid Install B.V. is authorised only to allow deliveries to take place with cash on delivery, or to require pre-payment.

**Article 22 Collection fees**

1. If the contractor fails to comply with one of its obligations, or fails to comply in time, then, in addition to the agreed price and costs, all costs incurred in obtaining an out-of-court settlement shall be borne by the contractor, including the cost to draft and send collection letters, doing a settlement proposal and gathering information. In any case, with failure, the contractor shall owe:

Principal amount through	Applicable percentage	Maximum
EUR 2,500.00	15% on the principal amount	EUR 375.00 (min. EUR 40)
EUR 5,000.00	EUR 375.00 + 10% on (principal amount minus EUR 2,500.00)	EUR 625.00
EUR 10,000.00	EUR 625.00 + 5% on (principal amount minus EUR 5,000.00)	EUR 875.00
EUR 200,000.00	EUR 875.00 + 1% on (principal amount minus EUR 10,000.00)	EUR 2,775.00
Over EUR 200,000.00	EUR 82,775.00 + 0.5% on (principal amount minus EUR 200,000.00)	EUR 6,775.00

If Solid Install B.V. proves higher costs were incurred, this shall also be recoverable.

2. The contractor shall be liable to refund Solid Install B.V. the legal costs incurred by Solid Install in all instances, except in so far as the contractor can prove that these are unreasonably high.  
This only applies if Solid Install B.V. and the contractor enter into a legal procedure with respect to an agreement to which these general terms and conditions apply and a court order enters into res judicata where the contractor is found fully or largely at fault.

**Article 23 Liability/obligations (both contractor/contractor and Solid Install B.V.)**

1. Contractor shall be liable for any damage Solid Install B.V. suffers as a result of non-compliance or not fully complying with the obligations laid down in article 16 or 17. In addition to these obligations, the following obligations/liabilities in particular rest on the contractor:
  - a. in the event of vandalism/damage by third parties or by contractor itself (intentionally or unintentionally), confiscation and theft of equipment, the contractor shall reimburse the new value of the equipment, unless the damage is easy to restore. In that case, the repair costs should be reimbursed.
  - b. The contractor shall indemnify Solid Install B.V. for all third-party claims, Solid Install B.V. is in no way liable vis-à-vis third parties.
  - c. in case of theft of, loss of or damage to goods at the contractor's disposal, he will immediately report this to Solid Install B.V. In addition, the contractor shall immediately report the theft or damage to the police at the place where the theft took place or the damage has been done and send a copy of the minutes of the official report to Solid Install B.V..
2. For the repair of defects in delivered goods, reference is made to article 15 (Warranty) of these terms and conditions.
3. Solid Install B.V. is not liable for damage suffered by the contractor, its employees or third parties, unless this concerns serious fault on its part. Serious fault on the part of Solid Install B.V. is only the case if the contractor can prove intent or deliberate recklessness of Solid Install B.V.
4. Any liability other than that of Solid Install B.V. referred to in paragraph to 3 inclusive shall be limited to the amount of the benefit paid by Solid Install B.V.'s insurer (EUR 2,500,000 for corporate liability). If the insurer in any case doesn't proceed to pay or the damage isn't covered by insurance, Solid Install's liability B.V. shall be limited to the invoice value of the relevant agreement.
5. Under penalty of its right to compensation expiring, the contractor must inform Solid Install B.V. of this in writing within fourteen (14) calendar days after it has discovered the existence of the damage for which Solid Install B.V. is liable, with as accurate a report of the cause, nature and scope of the damage as possible. In any event, the contractor's right to compensation legally expires after the end of six (6) months following the time the delivery of the goods (or services) should have occurred by virtue of the agreement.

6. Any liability of Solid Install B.V. exclusively relates to direct damage suffered by the contractor. Liability for consequential loss is excluded. Direct damage is understood to mean: the reasonable costs incurred to have the inadequate performance of Solid Install B.V. fulfil the agreement. This is also understood to mean reasonable costs for establishing liability and the size of the damage, as well as reasonable costs for preventing or limiting the damage, the latter insofar as the contractor demonstrates that these costs actually resulted in a limitation of direct damage as intended in these terms and conditions. Consequential loss is understood to mean, among others: loss of profit, lost savings, damage due business stagnation, personal damage, shipping costs and travel and accommodation expenses.

**Article 24 Indemnification and assistance by the contractor**

1. The contractor indemnifies Solid Install B.V. against any claims by third parties who suffer damage in connection with executing the agreement without this being attributable to Solid Install B.V.
2. If a third-party claim is made against Solid Install B.V., the contractor is obliged to assist and offer support to Solid Install B.V. both in and out of court, as much as reasonably possible, without demanding any compensation from Solid Install B.V. for this. The contractor is also obliged to pay Solid Install B.V. reasonable compensation for costs, including costs for legal assistance, incurred as a result of the fact a third-party claim was made against it without this being attributable to it.

**Article 25 Transfer and expiry of rights**

1. Solid Install B.V. is authorised wholly or partially to transfer its rights based on the agreement(s) to third parties.
2. Any claim against Solid Install B.V. expires if charges are not brought against Solid Install B.V. within 12 months after demand to which the claim relates has been received.

**Article 26 Force majeure**

1. Alongside that which is understood in in regard by legislation and case law, force majeure implies circumstances that prevent the fulfilment of the undertaking, and that are not attributable to Solid Install B.V.. This will also include (if and to the extent that these circumstances make the performance impossible or unreasonably complicated): strikes in companies other than those of Solid Install B.V., wild strikes or political strikes in the Solid Install B.V. company; a general lack of the agreed performance necessary for the generation of business or services; stagnation not foreseeable at suppliers or other third parties on whom Solid Install B.V. depends on and general transport problems.
2. Force majeure releases Solid Install B.V. from its contractual obligations for as long as the force majeure persists.
3. Solid Install B.V. is also entitled to invoke force majeure if the circumstances preventing (further) observance, takes place after Solid Install B.V. had to comply with his commitments.
4. During force majeure, delivery and other obligations of Solid Install B.V. shall be suspended. If the force majeure lasts longer than 24 hours, both parties are entitled to dissolve the agreement without any obligation to pay compensation.
5. If Solid Install B.V. has already met part of its obligations at the time of the commencement of force majeure, or is only partially able to meet its obligations, Solid Install shall be entitled to invoice the already delivered or the deliverable part separately and the contractor shall be obliged to pay this invoice as if it were a separate contract. However, this shall not apply if the part already delivered or the deliverable part has no independent value.

**Article 27 Dispute Resolution**

1. If a dispute arises between Solid Install B.V. and the contractor over the realisation, the interpretation, the execution or the agreement or other legal relationship concluded between the parties not being implemented (or not correctly/promptly), or if one of the parties believes such a dispute is the case, the parties are obliged to attempt to reach agreement through negotiation, before presenting the dispute to the civil judge.
2. The Court in the Hague is to have exclusive jurisdiction to hear any dispute that may arise between Solid Install B.V. and the contractor. Solid Install B.V. is also entitled to present a dispute for decision to the competent court at the contractor's business location.

**Article 28 Applicable Law**

1. All legal relationships between Solid Install B.V. and the contractor, including the realisation and the content of the agreement, are exclusively subject to Dutch law. That also applies if a commitment being executed or provided wholly or partially abroad, or if the contractor has its place of residence abroad.



**Article 29 Amending the Terms and Conditions**

1. Solid Install B.V. is authorized to make changes to these terms and conditions. The modified rules take effect on the announced date of coming into force.
2. Solid Install B.V. Shall send the amended terms and conditions to the contractor promptly. If no date of coming into force is communicated to the contractor, changes concerning the contractor shall come into force as soon as the change is communicated to it.
3. If the contractor has not made a reasoned objection to the amendment to the terms and conditions within one month after the notification of this amendment has been dated, the contractor is deemed to have accepted the amendment(s).

**Article 30 Ineffectiveness of provisions**

1. If it is established in law that any provision of the present terms and conditions is or shall be wholly or partially ineffective, this does not affect the remaining conditions.

**Article 31 Closing provisions**

1. The version of the Solid Install B.V. terms and conditions most recently declared applicable and provided to the contractor always apply to the present legal relationship(s) between the parties.
2. The Dutch text of these terms and conditions is always decisiveness for their interpretation.
3. Headings above the articles in these terms and conditions are only intended to increase legibility and are no a means or indication of interpretation.
4. At the contractor's first request, Solid Install B.V. sends a copy of the terms and conditions declared applicable to the present legal relationship(s) between the parties.