

**Article 1 Scope**

- 1.1 These general terms and conditions apply to all orders and all offers and agreements whereby Langhout Coating Consultancy, hereinafter referred to as '**LanghoutCC**', is a concerned party, unless expressly agreed upon otherwise in writing.
- 1.2 All offers are non-binding. Any possible purchasing conditions or other conditions of the client do not apply, unless these are expressly accepted by LanghoutCC in writing.

**Article 2 Entering into agreement**

- 2.1 Agreements and other agreements, which are not entered into in writing, are only binding for LanghoutCC after written confirmation by LanghoutCC.
- 2.2 The obligations of LanghoutCC never go beyond that which has been confirmed by LanghoutCC in writing.

**Article 3 Offer and establishing of agreement**

- 3.1 All written offers by LanghoutCC are non-binding and are valid for a period of 30 days after the date of the offer, unless the offer expressly states otherwise in writing. If the client does not accept the offer within the previously mentioned period, the offer will become invalid unless there is an agreement on an extension of the offer. LanghoutCC is authorised to change the offer after the offer has become invalid.
- 3.2 The offer is based on information as supplied by the client, whereby LanghoutCC can trust the correctness and completeness of this information.
- 3.3 An agreement is only established if both the client and LanghoutCC accept the offer in writing.

**Article 4 Cooperation by client**

- 4.1 The client will always supply LanghoutCC in a timely manner with the helpful and necessary data or information that is needed to adequately execute the agreement, and the client will provide full cooperation.
- 4.2 The client is responsible for the correctness, completeness, and reliability of the information that is supplied to LanghoutCC, even if this information has been supplied by third parties.
- 4.3 If the execution of the agreement is delayed because the client has not fulfilled the obligations as stipulated in article 4.1, or if the information as supplied by the client does not adhere to the requirements as stipulated in article 4.2, the additional costs that arise from this will have to be paid by the client and LanghoutCC is authorized to charge the client for the related additional work.

### **Article 5 Execution**

- 5.1 For executing the agreement, LanghoutCC assumes an obligation to perform with best efforts and will fulfil the agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
- 5.2 While executing the agreement, LanghoutCC will take into account the reasonable requests of the client, as long as LanghoutCC considers these as conducive for a proper execution of the agreement.
- 5.3 If and insofar as required for the execution of the agreement, LanghoutCC has the right to have certain activities carried out by third parties. The applicability of articles 7:404, 7:407 par. 2 and 7:409 of the Dutch civil code are expressly excluded.

### **Article 6 Changes and additional work**

- 6.1 Parties can agree before the end of the agreement that the approach and the scope of the agreement and/or the resulting work will be extended or changed. Additional work will only be executed by LanghoutCC if the concerned parties agree and sign an agreement with regards to this work.
- 6.2 This additional work will be reimbursed by the client according to the usual rates of LanghoutCC.
- 6.3 The client accepts that changes to the work as stipulated in article 6.1 may influence the agreed upon estimated time of completion of the agreement.
- 6.4 If LanghoutCC deems it necessary to change the execution of the agreement in order to fulfil its obligations towards the client, LanghoutCC is authorized to make this change in a reasonable and fair manner.

### **Article 7 Honorarium**

- 7.1 Parties will agree upon an hourly fee or a fixed honorarium when establishing the agreement.
- 7.2 Both prices are excluding travel and accommodation costs and other (office) costs, unless expressly agreed upon otherwise with the client.
- 7.3 All prices are excluding VAT and other taxes imposed by the government.

### **Article 8 Payment of honorarium and objection**

- 8.1 Unless agreed upon otherwise, payment by the client must be done within 14 days after the invoice date, without a discount or settlement and by transferring the payment to a bank account that will be determined by LanghoutCC.
- 8.2 If payment is not made by the client within the agreed upon period, the client is in default without notice. LanghoutCC is authorized to refer to a third party to collect the payment, in which case the client must make the overdue payment and reimburse the extrajudicial collection costs, of which the amount will be based on 15% of the total overdue payment with a minimum of € 150,-, and any other legal costs.
- 8.3 If the client objects to the invoice of LanghoutCC, the client will inform LanghoutCC of these objections within 14 days after the invoice date. The client has 14 days after the invoice date to motivate these objections in writing. If the client does not meet these requirements, the client is deemed to have accepted the invoice.

### **Article 9 Periods**

- 9.1 Exceeding an agreed upon delivery period does not give the client the right to cancel the agreement, or to refuse the purchase or the payment of services, unless the client has offered LanghoutCC another reasonable delivery period in writing, and LanghoutCC has not been able to fulfil its obligations within this period.

### **Article 10 Force majeure**

10.1 In case of force majeure, the obligations of LanghoutCC with regards to delivery and other obligations are suspended. In that case, LanghoutCC is obliged to deliver as soon as this is reasonably possible. Force majeure is defined as unforeseen circumstances with regards to persons and/or material that LanghoutCC uses or tends to use for the execution of the agreement, which are of such a nature that they make the execution of the agreement impossible or so problematic and/or so disproportionately costly that a timely compliance with the agreement could not reasonably be expected from LanghoutCC.

The following circumstances, among others, are applicable as such: government measures, company failure, traffic failure, and/or transport failure, failures in the supply of a finished product, raw materials, and/or operational aids, illnesses of deployed personnel, strikes, lock-outs, obstructions by third parties, technical complications for both parties, etc. If LanghoutCC has already partially fulfilled its obligations at the time when force majeure occurs, LanghoutCC is entitled to invoice that which is already delivered, and the client is obliged to pay this invoice as if it were a separate transaction.

### **Article 11 Liability**

- 11.1 If LanghoutCC should be liable, then this liability is limited by the stipulations of this provision.
- 11.2 LanghoutCC is not liable for damage, of any nature, that has been caused because LanghoutCC has relied on information provided by the client that proved to be incorrect and/or incomplete.
- 11.3 The liability of LanghoutCC for attributable negligence in the execution of the agreement only exists if the client immediately and appropriately notifies LanghoutCC of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency, and if LanghoutCC still culpably fails to fulfil the obligations of the agreement after this period.
- 11.4 LanghoutCC is only liable towards the client for damage that resulted directly from (a coherent series of) culpable shortcoming(s) in the execution of the order. This liability of LanghoutCC is limited to the sum paid out by its insurer in the relevant case.
- 11.5 If for any reason the liability insurer of LanghoutCC does not pay out, the liability of LanghoutCC is limited to the amount of the fee that was charged for the execution of the order. If the order concerns a performance agreement, then the aforementioned amount will be set at one time the amount of the fee that was charged to the client during the six months immediately prior to the occurrence of the damage. Under no circumstances will the total compensation for damage on the basis of this article exceed € 5.000,-.
- 11.6 LanghoutCC will only be liable for any direct damage.  
Direct damage is explicitly defined as the reasonable costs for determining the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions, any reasonable costs incurred to make the defective performance of LanghoutCC conform to the agreement, insofar as these costs can be directly imputed to LanghoutCC, and reasonable costs that have been made to prevent or limit any damage, insofar as the client can prove that these costs have led to the limiting of direct damage as defined in these Terms and Conditions. LanghoutCC is never liable for indirect damage, which includes consequential loss, loss of profits, lost savings, and loss caused by business stagnation.



- 11.7 The client will indemnify LanghoutCC for liability as a result of claims of third parties, as well as damage that has been caused by any act or omission committed by third parties that were involved in the execution of the agreement.
- 11.8 Apart from the cases described in this article, LanghoutCC bears no liability whatsoever for compensation for the client and/or third parties, regardless of the grounds on which an action would be based.
- 11.9 The limitations of liability as mentioned in this article are not valid if the damage is caused with intent or by gross negligence by LanghoutCC or its managing employees.
- 11.10 Contrary to the legal terms of limitation, the term of limitation for all claims and defences against LanghoutCC and the third parties that LanghoutCC involved for the execution of the agreement, amounts to one year.

#### **Article 12 Cancellation**

- 12.1 LanghoutCC reserves the right to cancel agreements entirely or partially when LanghoutCC cannot reasonably be expected to fulfil the obligations of the agreement due to an alteration of any law, regulation, jurisdiction, or (semi) government policy. In such cases, LanghoutCC must notify the client of the cancellation in writing. The client is not entitled to claim compensation in these cases.

#### **Article 13 Termination**

- 13.1 Early termination of the agreement is only possible if the parties have expressly agreed upon this in writing, or by payment of the amount owed at the original end of the agreement, unless the parties have expressly agreed upon another payment in writing.
- 13.2 In case of liquidation, (a request for) a suspension of payment or bankruptcy, of sequestration, if and insofar as the sequestration has not been lifted within three months – at the expense of the client, debt restructuring, or any other circumstance that causes the client to no longer freely dispose of its assets, LanghoutCC is entitled to cancel the order and/or the agreement immediately and with immediate effect, without any obligation to pay any compensation. In this case, the claims from LanghoutCC to the client are immediately claimable.

#### **Article 14 Confidentiality**

- 14.1. Both parties are obliged to confidentiality for all the confidential information they received with regards to the Agreement from each other or from another source. Information is defined as confidential if this is stated by one of the parties or if this results from the nature of the information. An "open" calculation that has been included in the offer by LanghoutCC must always be perceived as confidential information.
- 14.2. If a legal provision or a judicial decision obliges LanghoutCC to convey confidential information to third parties designated by law or by the court, and LanghoutCC cannot invoke a legal right to refuse this, then LanghoutCC is not obliged to pay compensation and the client is not entitled to dissolve the agreement on the grounds of any damage that is caused because of this.

#### **Article 15 Rights of intellectual property and property rights**

- 15.1. All rights of intellectual property arising from the Agreement – including patent rights, trademark rights, drawing- or design rights, and copyright – which apply to the results from the Agreement, belong to LanghoutCC. To the extent that such a right can only be acquired by an application or registration, only LanghoutCC is authorized to do so, unless otherwise agreed upon.



**LANGHOUT**

coating consultancy

## GENERAL TERMS AND CONDITIONS LANGHOUTCC

- 15.2. Parties may agree that the rights that are referred to in the first paragraph are transferred in whole or in part to the client. This transfer, and any conditions under which the transfer takes place, are always recorded in writing.
- 15.3. At any time, LanghoutCC has the right to delete its name or to have it mentioned in, at, or on any form of publicity concerning the result of the Agreement, in the conventional manner for that result.
- 15.4. Unless otherwise agreed upon, the (originals of the) results achieved by LanghoutCC within the context of the Agreement (such as designs, design sketches, concepts, advice, reports, budgets, estimates, specifications, working drawings, illustrations, photos, prototypes, scale models, moulds, (sub-) products, movies, (audio and video) presentations, source codes, and other materials or (electronic) files, etc.) remain property of LanghoutCC, regardless whether these are provided for the client or third parties.
- 15.5. After the order has been completed, neither the client nor LanghoutCC has an obligation of retention towards each other with regards to the used materials and used data, unless otherwise agreed upon.

### **Article 16 Digital data and privacy**

- 16.1. During the realization of the agreement, LanghoutCC will record data of the client in a file. This file will be used for the following purposes:
  - for the execution of the order.
- 16.2. LanghoutCC does not provide this data to third parties, with the exception of cases in which this is necessary for the execution of the service. In such cases, permission to use that data is limited to the aforementioned purpose.
- 16.3. The person responsible for data processing is M. Langhout, acting as part of Langhout Coating Consultancy, It Kampke 2 (9011XL) Jirnsom. The client can always and without any costs gain access to his data and change this data if he wishes. Also, the client can always object to receiving information of LanghoutCC by e-mail, telephone, and/or mail.

### **Article 17 Applicable law**

- 17.1 Dutch law applies to all agreements with the client.

### **Article 18 Disputes**

- 18.1. All disputes that might arise between LanghoutCC and the client because of an agreement or any agreement that results from this, will be submitted to the competent court in Leeuwarden.
- 18.2. All judicial and extrajudicial costs reasonably incurred because the client has not complied with the obligations that have resulted from the agreement must be paid by the client.

### **Article 19 Final provisions**

- 19.1. LanghoutCC is authorized to change these terms and conditions. The most recently filed version of these terms and conditions will always apply.
- 19.2. If one or more provisions of these terms and conditions proves to be null or is annulled, then the other provisions of these terms and conditions shall remain in force. The null or annulled provisions will be replaced by lawful provisions that cover the content, purpose, and result of the null or annulled provisions to the greatest extent possible.
- 19.3. The client is not permitted to transfer its rights and obligations with regards to the agreement to another party without prior written consent of LanghoutCC.