

# GENERAL CONDITIONS TECHNEA NEDERLAND

Technea Nederland BV, with the 2<sup>nd</sup> name: De Energie Bespaarshop  
Pallasweg 13, 8938 AS Leeuwarden  
Registered at the Chamber of Commerce of Leeuwarden under the nr.: 01102500  
Hereinafter called: Technea

## Article 1 General

1. The definitions of these general conditions are valid for every bargain and every agreement between *TECHNEA* and a buyer for which *TECHNEA* has declared the application of these conditions as far as the parties do not differ explicitly and in writing to these conditions.  
2. These conditions are also applicable to all agreements with *TECHNEA* the execution of which has been carried out by a third party.  
3. The general conditions of the buyer are applicable only if agreed explicitly and in writing that they are applicable to the exclusion of these conditions in the agreement. In that case, the eventual conflicting dispositions in the general conditions of *TECHNEA* and the buyer will be valid only if they are part of the conditions of *TECHNEA*.

4. If one or more dispositions in these general conditions are null and void or can be eliminated, the other dispositions of these general conditions are fully applicable. *TECHNEA* and the buyer will then consider new dispositions to replace the null and void or the eliminated dispositions as far as the goal and the original disposition are respected.

## Article 2 Bargains and offers

1. All bargains are free of obligations unless otherwise indicated explicitly and in writing in the offer.  
2. The offers made by *TECHNEA* are free of obligation, they are valid for thirty days unless otherwise indicated. *TECHNEA* is bound to the offers only if the acceptance of the buyer is received explicitly and in writing within thirty days.  
3. The delivery times in the offers of *TECHNEA* are as indication and in case of exceeding, do not give the right to the buyer for rescission or reimbursement unless agreed explicitly.  
4. The prices in the mentioned bargains are offers without VAT and other taxes of the authorities and also the eventual transport and packing costs, unless explicitly mentioned.  
5. If the acceptance (on minor points) differs from the ones mentioned in the offer, *TECHNEA* is not bound. In this case, the agreement is not established on this irregular acceptance unless a different indication of *TECHNEA*.

6. A composed quotation does not oblige *TECHNEA* for the delivery of a part of the products included in the bargain or offer for an agreed part of the mentioned price.  
7. Bargains and offers are not valid automatically for the reorderers.  
8. The delivery of the goods must occur within 5 months. Eventual increases in price of the concerned goods will be calculated to the client.

## Article 3 Execution of the agreement

1. *TECHNEA* will execute the requirements of the agreement with its best judgement and capacity and with its best craftsmanship according to the most updated known technology.  
2. If and as far as required for the right execution of the agreement, *TECHNEA* has the right to outsource some activities to a third party.  
3. The buyer takes care that all data will be provided on time to *TECHNEA* for which *TECHNEA* indicates which ones are necessary or for which the buyer must understand that they are necessary for the execution of the agreement. If the data necessary for the agreement execution are not provided on time to *TECHNEA*, *TECHNEA* has the right to postpone and/or charge the buyer for the extra costs resulting from the delay according to the usual rates. If the buyer provides to *TECHNEA* data carriers, electronic files or software, etc., the buyer must guarantee that the data carriers, electronic files or software are free of virus and damages.  
4. *TECHNEA* is not responsible for damage, no matter which, since *TECHNEA* assumed that the buyer has provided right and/or complete data.  
5. If it is agreed that the agreement can be executed in stages, *TECHNEA* can postpone the execution of the parts belonging to the following stage until the buyer has approved in writing the results of the previous stage.  
6. If some activities in the framework of the assignment are carried out by *TECHNEA* or by a third party outsourced by *TECHNEA* at the buyer's site or at a location indicated by the buyer, the buyer takes care free of charge of the normal facilities wished by the employees.  
7. The risk of loss or damage of the products related to the agreement is transferred to the buyer at the moment in which the products are delivered legally and/or actually and given to the buyer or a third party indicated by the buyer.

## Article 4 Delivery

1. If the delivery occurs according to the "Incoterms", the "Incoterms, valid during the closure of the agreement, are applicable.  
2. The buyer is obliged to purchase the goods at the moment in which *TECHNEA* delivers them or gives to delivery and when these are available according to the agreement.  
3. If the buyer refuses the purchase or is negligent with the provision of information or instructions necessary for the delivery, *TECHNEA* has the right to charge the expenses and the risk to the buyer.  
4. If the products are delivered, *TECHNEA* has the right to charge the eventual delivery costs. These will be then invoiced separately.  
5. If, in the framework of the agreement execution, *TECHNEA* needs data from the buyer, the delivery date occurs after *TECHNEA* receives the data from the buyer.  
6. *TECHNEA* has the right to deliver the products in parts unless it differs for the agreement or does not belong to any independent value to the partial delivery. In this case, *TECHNEA* has the right to invoice separately the delivered goods.

## Articles 5 Samples and models

1. If a sample or model is showed or delivered to the buyer, it is assumed that the buyer thinks that the sample or model is only an example and not to be paid unless agreed explicitly that the product will be correspondent.  
**Article 6 Research, advertisements**  
1. The buyer is supposed to examine the delivered products during the delivery or, in any case, as soon as possible. The buyer must examine whether the quality and the quantity of the delivered products are according to the agreement and also whether they comply with the requirements for the normal commerce.  
2. *TECHNEA* must be informed of the eventual visible lacks within eight days. The information about the non-visible lacks must be done within 8 days after the discovery or with the limit of 6 months after the delivery.  
3. If according to the previous paragraph there will be a claim, the buyer is still obliged to purchase and pay the bought products. If the buyer wishes to return the inadequate products, he/she can do it only after receiving the written permission of *TECHNEA* according to the procedure indicated by *TECHNEA*.

## Article 7 Reimbursements, price and costs

1. If a fixed purchase price is agreed between *TECHNEA* and the buyer, *TECHNEA* has nevertheless the right to increase the price in the cases here-below.  
2. *TECHNEA* can charge for the increases in price if *TECHNEA* can prove that between the moment of the offer and the agreement execution significant increases of price took place in, for instance, exchange rates, salaries, raw materials, semi manufactures or packing materials.  
3. If the increase in price is more than 10%, the buyer has the right to dissolve the agreement unless this increase in price is the result of a modification in the agreement or from a disposition in the law.

## Article 8 Modification of the agreement

1. If, during the agreement execution, it appears that for an adequate execution it is necessary to modify and/or complete the concerned activities, the parties will discuss on time and mutually the adjustments in the agreement.  
2. If the parties agree for the modification and/or completion in the agreement, it can influence the time schedule of the execution completion. *TECHNEA* will update the buyer as soon as possible.  
3. If the modification and/or completion have financial and/or qualitative consequences, *TECHNEA* will inform the buyer.  
4. If a fixed rate is agreed, *TECHNEA* must indicate the consequence in the difference of this fixed rate due to the modification or completion in the agreement.

## Article 9 Payment

1. Unless another amendment, 30 percent of the net payment must take place during the stipulation of the agreement. The rest must be paid according to paragraph 2.  
2. The payment must occur according to the date in the assignment confirmation or otherwise within 14 days after the invoice date in which the down payment can be deducted if indicated in the invoice according to the procedure given by *TECHNEA* in the invoice currency. Complaints against the amount of the invoice do not postpone the payment obligation.  
3. If the buyer is in default in the payment within the given terms of the assignment confirmation and, otherwise, within the term of 14 days, the buyer is legally in default. The buyer is then due to pay an interest of 1% per month unless the legal interest is higher the interest will be then the legal one. The interest of the claimable sum will be calculated starting from the moment in which the buyer is in default until the moment of the full payment of the total sum.  
4. In case of liquidation, bankruptcy, repossession or moratorium of payment of the buyer, the claims of *TECHNEA* to the buyer are immediately claimable.  
5. *TECHNEA* has the right to spread the payment of the buyer: at first by deducting the costs, then by deducting the freed interests and then by deducting the capital and the current interest. *TECHNEA* can refuse the total instalment of the capital if also the freed and the current interest and the cost must still be paid.  
6. If the payment occurs within 14 days after the invoice date, *TECHNEA* will charge no surcharges.  
7. If the payment occurs after 14 days, the buyer must pay a surcharge of 2%, unless a written mutual agreement has taken place.  
8. *TECHNEA* keeps his right to not deliver / execute the orders and assignments before all payment obligations towards *TECHNEA* are paid by the buyers.  
9. If the buyer is in default in the (timely) observance of his/her obligations, the reasonable costs for the obtaining of the payment extra-judicially will be charged to the buyer. In every case, the buyer is due to

collection costs in case of a payment. The collection costs are calculated according to the collection rate of the Dutch order of Lawyers advised for the collection issues.

10. If *TECHNEA* has higher costs, which were reasonably necessary, these costs will also be charged for the compensation.

11. The collection costs are at least 15 percent of the due sum. As usual with a minimum of € 65.-.

## Article 10 Retention of ownership

1. All the products delivered by *TECHNEA*, including designs, sketches, drawings, films, software, (electronic) files, etc, remain in the ownership of *TECHNEA* until the buyer complies to all the mutual agreed obligations towards *TECHNEA* including the payments of the shortcomings.  
2. The buyer is not allowed to pawn the products under the ownership of *TECHNEA* and also to claim them in any other way.  
3. If a third party imposes the possession on the goods under the ownership and then claim the rights, the buyer is expected to update *TECHNEA* as soon as possible.  
4. The buyer is obliged to insure the goods under the ownership and to be insured against fire, explosion- and water damage and theft. He/she must show the contract of the insurance when required.  
5. The goods delivered by *TECHNEA*, according to paragraph 1 of this article, cannot be resold in the framework of a normal activity and also not used as a means of payment.  
6. In case that *TECHNEA* wants to enforce the ownership right indicated in this article, the buyer must give his unconditional and irrevocable permission to *TECHNEA* or to a third party to enter all the places in which the ownerships of *TECHNEA* are and to take back the products.

## Article 11 Guarantee

1. *TECHNEA* guarantees that the delivered goods comply with the usual requirements and standards and are free of lacks.  
2. The guarantee under paragraph 1 is valid also if the delivered goods are intended to be used outside the Netherlands and the buyer has used them during the execution of the agreement with an explicit written mention to *TECHNEA*.  
3. The guarantee under paragraph 1 is valid during 12 months after the delivery unless otherwise explicitly mentioned in the specific product guarantee.  
4. If the delivered goods do not comply with these guarantees, *TECHNEA* will replace or take care of the repair of the goods within reasonable term after the receipt, if the return is not possible, by a written mention of the lack to the buyer. In case of replacement, the buyer is obliged to return the replaced goods to *TECHNEA* and to give the ownership to *TECHNEA*. Article 14 is accordingly applicable.  
5. This guarantee is not valid when the lack is the consequence of improper or false use or when, without the written permission of *TECHNEA*, the buyer or a third party introduced changes to the goods or have used for targets not suitable for the goods.  
6. If the guarantee supplied by *TECHNEA* concerns goods produced by a third party, the guarantee is then limited to the one issued by the producer of the goods.

## Article 12 Postponement and dissolution

1. *TECHNEA* has the right to postpone the observance of the obligations or to dissolve the agreement if:  
- The buyer does not or not totally observe the obligations of the agreement;  
- After the end of the agreement, *TECHNEA* fears justifiably, according to circumstances based on specific knowledge, that the buyer will not observe the obligations;  
- During the end of the agreement, the buyer is asked to provide security for the fulfillment of his obligations and this security fails to occur or is unsatisfactory. As soon as the security is provided, the competence expires to postponement unless the payment is unreasonably delayed.  
2. If the agreement is dissolved, the payments of the buyer towards *TECHNEA* are immediately claimable. If *TECHNEA* postpones the observance of the obligations, it keeps his legal rights and those from the agreement.  
3. *TECHNEA* keeps still the right to demand the compensation.

## Article 13 Refund of the goods at disposal

1. If, during the agreement's execution, *TECHNEA* has give at the disposal of the buyer goods, the buyer must return the goods within 14 days in the original condition, free of lacks and complete. If the buyer does not comply with this obligation, he/she will be charged for all the related costs.  
2. If the buyer, no matter the reason, after the reminder, is still in default with the obligation mentioned under 1, *TECHNEA* has the right to charge the buyer for all the related damages and costs, including the replacement costs.

## Article 14 Responsibility

1. If the goods delivered by *TECHNEA* are inadequate, the responsibility of *TECHNEA* towards the buyer is limited to the one mentioned in these conditions under "Guarantee".  
2. If *TECHNEA* is responsible for direct damage, the responsibility then maximised to the sum of the remittance paid by the insurer of *TECHNEA*, at least until a maximum of twice the total sum of the invoice.  
3. It is meant under direct damage only the following:  
- the reasonable costs for the determination of the cause of the damage, as far as the determination concerns the damage according to these conditions;  
- the eventual reasonable costs made to respond to the lacked performance of *TECHNEA* to the agreement unless the lack cannot be attributed to *TECHNEA*;  
- reasonable costs, made to avoid or limit the damage, as far as the buyer proves that these costs have lead to limit the direct damage as intended in these general conditions.  
4. *TECHNEA* is never responsible for indirect damage, understood as consequential loss, lost profit, lost saving, damage due to commercial stagnation and also all damage not mentioned under direct damage described in paragraph 3.  
5. The buyer indemnifies *TECHNEA* for the eventual claims of a third party which can be harmed in connection with the agreement execution and for which can be held responsible towards the buyer.

## Article 15 Force majeure

1. The parties are not supposed to observe some obligations if they are impede due to a circumstance not blamed to guilt or legal act by virtue of the law or guilt of applied opinions in the society.  
2. In these general conditions, it is understood under force majeure, besides the definitions in the law and jurisprudence, all the external causes, predicted or unpredicted for which *TECHNEA* cannot influence or for which *TECHNEA* is not able to observe his obligation. Strikes inside *TECHNEA* are also included.  
3. *TECHNEA* has also the right to appeal to force majeure when the circumstance impeding the (further) observance occurs after that *TECHNEA* should observe the obligation.  
4. The parties can postpone the obligations of the agreement during the period of the force majeure. If this period is longer than three months, each party has then the right to dissolve the agreement without the obligation to compensate the damage to the other party.  
5. As far as *TECHNEA* at the moment of starting of force majeure party fulfils its duties or the agreement and gives (partly) independent worth to the fulfillment, *TECHNEA* has the right to charge the fulfillments in a separate invoice. The buyer must pay this invoice like a separate agreement.

## Article 16 Intellectual ownership and copyrights

1. Without prejudice to the definitions in these general conditions, *TECHNEA* keeps his rights and titles based on the Copyright Act.  
2. The buyer is not allowed to put changes in the goods unless according to the kind of the delivered or otherwise agreed in writing.  
3. The designs, sketches, drawings, films, software and other materials or (electronic) files, brought by *TECHNEA* in the framework of the agreement, remain in the ownership of *TECHNEA*, regardless of whether these are given to the buyer or a third party unless agreed otherwise.  
4. All the objects provided by *TECHNEA* like designs, sketches, drawings, films, software, (electronic) files, etc, are only meant to be used by the buyer and cannot be multiplied by the buyer without the previous approval of *TECHNEA*. They neither cannot be exposed in public or to a third party unless they result from the kind of the provided objects.  
5. *TECHNEA* keeps the right to use for other targets the possible further knowledge resulting from the execution of the activities, as far as no confidential information will be given to a third party.  
6. The buyer indemnifies *TECHNEA* for claims of a third party concerning the rights of intellectual ownership for the given material or data provided by the buyer which are used during the agreement execution.

## Article 17 Confidentiality

1. Both parties are obliged to confidentiality for all the confidential information received in the framework of the agreement or from any other source. The information is confidential as shared by one party or as result of the kind of the information. Name, address, residence and project data can be used as reference and for acquisition targets for *TECHNEA* unless the buyer has indicated in writing within 14 days after the start of the agreement that he does not appreciate at all.

## Article 18 Not-taken over staff

1. During the term of an agreement and one year after the end of it, the buyer, only after taking it into consideration, will not employ employees of *TECHNEA* or from firms on which *TECHNEA* made plea to for the execution of the agreement and to get involved in the execution.

## Article 19 Dispute

1. The judge in the place of business of *TECHNEA* is the explicit authorised in case of disputes unless the regional judge is authorised. Nevertheless, *TECHNEA* has the right to submit the dispute to the judge authorised by the law. Eventual procedures will take place in front of the (regional) judge in the district of *TECHNEA*.

## Article 20 Applicable law

1. To all agreements between *TECHNEA* and the buyer, the applicable law is the Dutch. The Vienna Sales Convention is explicitly excluded.

## Article 21 Modifications and placement of the conditions

1. These conditions are filed at the office of the Chamber of Commerce in Leeuwarden.  
The last filed version is always applicable and the version valid during the realisation of the agreement.