

General Terms and Conditions ARKASIS BV

Version for delivery to companies, institutions and government

1. Definitions and applicability

1.1 In these conditions, the following definitions apply

Customer: any natural person or legal entity other than a consumer, acting in the exercise of his profession or business, who is registered with the Chamber of Commerce in the Netherlands and who has a Business account created at Arkasis BV.

Day: calendar day;

Arkasis: the private company Arkasis established at Markt 18, 6131 EK in Sittard, operating in the Netherlands under VAT number: NL854027178B01 and Chamber of Commerce no.

Agreement: every agreement relating to the delivery of products by Arkasis to the Customer.

Offer / Quotation: any non-binding proposal sent by Arkasis to the customer, the purpose of which is to conclude an agreement, whether or not by electronic means.

Products: any product offered, to be delivered or delivered by the entrepreneur on the basis of the agreement.

In writing: in writing, by e-mail or by fax.

General conditions: the present general conditions applied by Arkasis.

Business account: an account that is created on behalf of the customer and on which the customer can log in with an obtained login code and can see which orders have been placed, delivered and all other changes that relate to the business account.

1.2 These General Terms and Conditions apply to every offer, quotation and Agreement between Arkasis and Customer, insofar as the parties have not explicitly deviated from these terms and conditions in writing.

1.3 These General Terms and Conditions do not apply to offers to and agreements with natural persons who do not act in the exercise of a profession or business.

1.4 The applicability of any purchase or other terms and conditions of the Customer is expressly rejected.

1.5 If one or more provisions in these terms and conditions are wholly or partially invalid at any time or should be annulled, the remaining provisions in these terms and conditions will remain fully applicable. Arkasis and Customer will then enter into consultation in order to agree new provisions to replace the void or voided provisions, whereby the purpose of the original provisions will be taken into account as much as possible.

1.6 If there is uncertainty about the interpretation of one or more provisions of these conditions, the explanation must be in the spirit of these provisions.

1.7 If a situation occurs between the parties that is not regulated in these conditions, then this situation must be assessed in the spirit of these conditions.

1.8 All that is stipulated in the General Terms and Conditions and in any further agreements for Arkasis is also stipulated for intermediaries and other third parties engaged by Arkasis.

2. Offers / quotations

2.1 Any offer / quotation from Arkasis on the websites, in mailings and by telephone, is free of obligation and can always be withdrawn by Arkasis.

2.2 Obvious mistakes or errors in the offer do not bind Arkasis.

2.3 Any offer / quotation can be withdrawn in writing by Arkasis within seven calendar days after receipt of acceptance, in which case no agreement has been concluded between the parties.

2.4 Each offer contains such information that it is clear to the Customer what rights and obligations are attached to accepting the Offer. This concerns in particular:

- the price excluding taxes, unless otherwise agreed;
- the possible costs of delivery;
- the manner in which the Agreement will be concluded and which actions are required for this;
- the method of payment, delivery or implementation of the Agreement.

3. Ordering and conclusion of the agreement

3.1 If the Customer places an order / order, the Agreement will only come into being because Arkasis accepts this in writing.

3.2 Orders can be placed on the Arkasis websites, by fax, by e-mail or by telephone.

3.3 Arkasis reserves the right to charge a surcharge in the case of orders above a maximum total weight to be delivered.

3.4 Conditions may be attached to the acceptance of orders such as payment in advance, see Article 6.2.

3.5 If acceptance of an order for a certain product appears to be impossible for whatever reason, Arkasis will attempt to deliver an item comparable in price and quality in consultation with the Customer. The order will be accepted in accordance with adapted form after agreement.

3.6 Arkasis has the right at all times to verify an order in advance or to refuse it without giving any reason, which Arkasis will inform the Customer as soon as possible.

4. Prices

4.1 The prices on the Arkasis websites are in euros and are current prices. All Arkasis prices are subject to programming and typing errors.

4.2 All prices include costs of packaging, excluding VAT * and costs of transport, shipping and statutory contributions unless stated otherwise. Per order, depending on the method of payment, a one-off contribution to shipping costs stated on the websites will be charged.

4.3 Arkasis cannot be held to the prices stated by it at the moment that Arkasis indicates that the quotation or part of the quotation contains a manifest error, printing or typing error, failure or typing error, unless the Customer proves that in terms of reasonableness and fairness and generally accepted beliefs is unreasonable not to hold Arkasis to the Tender.

4.4 Arkasis is entitled to adjust the prices or parts thereof for goods or services that have not yet been delivered and / or have not been paid for any changes in price-determining factors, such as raw material prices, wages, taxes, production costs, currency exchange rates and the like.

4.5 Arkasis is always authorized to adjust the prices without delay if a legal price-determining factor gives cause for this.

4.6 Price changes as described in this article, to which Arkasis is entitled at all times, will be notified to the Customer in the usual manner as soon as possible. Failure to receive a price change notification does not entitle you to delivery at prices previously stated by Arkasis.

4.7 Special offers are only valid for the duration stated in that offer on the website.

5. Delivery, transport and risk

5.1 Arkasis determines the mode of transport and the carrier. If the Customer has special transport wishes, the extra costs will be for his account. All orders are delivered to the collection point or street address specified by the Customer.

5.2 The ordered product is at the risk of the Buyer from delivery, even if ownership has not yet been transferred to the Buyer.

5.3 Arkasis strives to deliver the order as soon as possible, but at the latest within 2 weeks after the order date. In the event of a delay in the delivery of all or part of the order, Arkasis will inform the Customer in a timely manner.

5.4 All (delivery) periods stated by Arkasis are approximate and have been determined on the basis of the information and circumstances known to Arkasis at the time of entering

into the Agreement. The agreed delivery time is never a strict deadline, unless explicitly agreed otherwise.

5.5 If a product that is (temporarily) out of stock is ordered by the Customer, the Customer will be notified in writing when the product will be available again. Arkasis can never be held liable for delays at suppliers in the delivery of products.

5.6 Arkasis reserves the right to deliver the order in parts. There are no additional costs associated with partial deliveries or subsequent deliveries.

5.7 If an order is unexpectedly incomplete upon delivery, the Customer must report this to Arkasis immediately upon receipt. Arkasis will then deliver the missing part of the order as soon as possible.

5.8 If an order delivered by Arkasis contains products that have not been ordered by the Customer, the Customer must report this to Arkasis immediately upon receipt. The Buyer can then return the incorrectly delivered items in accordance with the procedure to be communicated by Arkasis to the Buyer, after which Arkasis will send any missing items.

5.9 As soon as the Buyer takes the incorrectly delivered items into use or resells them, the right to return these items will lapse and Arkasis will charge these items to the Buyer.

5.10 The customer is obliged to take delivery of the purchased goods at the time they are made available to him or at the time that they are delivered to him. If the Customer refuses the purchase or is negligent in providing information or instructions necessary for the delivery, the goods will be stored for a maximum of 4 weeks at the expense and risk of the Customer. In that case, the customer owes all additional costs, including at least storage costs.

6. Payment and bank details

6.1 Payment is made by bank or giro collection, credit card, online banking, on account, or in any other way specified on the website, under conditions further specified on the websites and in mailings.

6.2 Arkasis always has the right to demand (partial) advance payment or any other security for payment from the Customer.

6.3 If it has been agreed that the Customer pays by giro collection or invoice, a (fatal) payment period of 14, 30 or 60 days after the invoice date applies, depending on what has been agreed with the Customer. The customer is not authorized to deduct any amount from this purchase price due to a counterclaim made by him. Payment must be made to bank account number IBAN NL76 RABO0129124990 BIC: RABONL2U of Rabobank Nederland, stating the customer and order number.

6.4 If an invoice has not been paid in full after the expiry of the term referred to in the previous paragraph or if direct debit has not been able to take place, the Buyer will owe Arkasis a default interest of 2% per month with effect from the expiry of that term. , where

a part of a month is charged for a whole month. 6.5 Payment must be made in the agreed currency without settlement, discount or suspension for whatever reason.

6.6 In appropriate cases, Arkasis reserves the right not to accept a proposed payment method. In that case it will be announced and the order will be sent after payment in advance.

6.7 If, after a reminder from Arkasis, payment is still not made, Arkasis is furthermore entitled to charge the Customer extrajudicial collection costs.

6.8 The extrajudicial collection costs referred to in the previous paragraph amount to:

1. 15% of the amount of the principal on the first € 2,500.00 of the claim (with a minimum of € 40.00);
2. 10% of the amount of the principal on the following € 2,500.00 of the claim;
3. 5% of the amount of the principal on the following € 5,000.00 of the claim;
4. 1% of the amount of the principal on the next € 1900,000.00 of the claim
5. 0.5% over the excess of the principal with a maximum of € 6,775.00.

6.9 In the absence of full payment by the Customer, Arkasis has the right, without further notice of default, to dissolve the Agreement by a written statement or to suspend its obligations under the agreement until the Customer has yet paid. Arkasis also has the aforementioned right of suspension if it has reasonable grounds to doubt the creditworthiness of the Buyer before the Customer is in default.

6.10 Payments made by the Customer will first be deducted by Arkasis from all interest and costs due and then from the invoices that have been outstanding the longest, unless the Customer states in writing that it relates to a later invoice.

6.11 The Customer may not settle the claims of Arkasis with any counterclaims it has on the Customer.

6.12 Arkasis reserves the right to hold an order from a customer, further orders or to cancel until Arkasis has confirmed payment of the customer of the invoice to its account.

6.13 Electronic invoices are sent to the e-mail address specified by the Customer when applying for the business account. For changes to the e-mail address and the method of sending invoices, the Customer can contact Arkasis. For invoices sent by post, Arkasis reserves the right to charge a surcharge for shipping costs.

6.14 Arkasis has the right to demand a deposit of 100% from newly registered companies

7. Retention of title

7.1 Arkasis retains ownership of all products delivered and to be delivered to the Customer until the time at which the Customer has paid all his payment obligations to Arkasis.

7.2 The payment obligations referred to in the previous paragraph consist of paying the purchase price of the products plus claims for work performed in connection with the delivery and claims for attributable failure of the Customer to fulfill his obligations, such as claims for paying compensation, extrajudicial collection costs, interest and any fines.

7.3 The Customer must carefully store the products and as identifiable property of Arkasis as long as the retention of title rests on this.

7.4 As long as the delivered products are subject to a retention of title, the Buyer cannot pledge the products in any way or grant any other right to them to a third party.

7.5 The Customer must immediately inform Arkasis in writing if third parties pretend to have ownership or other rights to the products that are subject to retention of title.

7.6 The Customer must ensure that business or household effects insurance is included in such a way that the products delivered under retention of title are co-insured at all times and Arkasis will, upon first request, grant access to the insurance policy and the corresponding premium payment receipts.

7.7 If the Customer acts contrary to the above provisions of this article or Arkasis invokes the retention of title, Arkasis and its employees have the irrevocable right to enter the grounds of the Customer and to take back the products delivered under retention of title. This applies without prejudice to Arkasis' right to compensation for loss, lost profit and interest and the right to terminate the agreement by giving written notice without further notice of default.

7.8 The Customer cannot transfer or pledge claims against Arkasis, for whatever reason, to a third party. This clause has property law effect within the meaning of art. 83 paragraph 2 (in conjunction with Article 98) of Book 3 of the Dutch Civil Code.

8. Defects, complaint periods and warranty

8.1 Arkasis guarantees that the delivered goods comply with the agreement, on the understanding that minor deviations accepted in the sector with regard to specified sizes, weights, numbers, discolorations and slight mutual color deviations etc. do not count as a shortcoming on the part of Arkasis.

8.2 Arkasis gives at least one year warranty on all technical devices - regardless of which brand or type.

8.3 The Customer must examine the products delivered upon delivery, the Customer must check

a. whether the delivered goods meet the agreement;

b. whether the correct items have been delivered;

c. whether the delivered goods correspond in terms of quantity and number with what has been agreed;

d. whether the goods delivered meet the requirements that may be set for normal use and / or commercial purposes.

8.4 Customer must report complaints to Arkasis in writing within 5 working days after delivery.

8.5 If the Customer does not report any defects or complaints within the specified periods, his complaint will not be processed and his rights will lapse.

8.6 Legal claims and defenses against Arkasis, based on facts that would justify a claim that the products delivered do not comply with the agreement, expire one year after delivery.

8.7 In addition, any claim by the Customer with regard to delivered products will lapse if:

- a. Products can no longer be identified as originating from Arkasis;
- b. the defects are the result of normal wear and tear, improper and / or incorrect treatment, use and / or storage or maintenance of the products;
- c. Arkasis has not immediately been given the opportunity by the Customer to investigate the complaints and to fulfill its obligations;
- d. Customer has not, not timely or not properly fulfilled the fulfillment of any obligation on him.

8.8 Complaints about invoices must be submitted In Writing within five working days after the date of dispatch of the invoices.

8.9 If it has been demonstrated that the products do not comply with the agreement, Arkasis has the choice either to repair the products in question against their return, or to replace them with new products or to refund the invoice value thereof. These terms and conditions apply in full to this new delivery.

9. Dissolution

9.1 Arkasis always has the right to terminate the agreement without further notice by giving written notice to the Customer at the time when the Customer:

1. is declared bankrupt or an application for bankruptcy has been made;
2. apply for a (temporary) suspension of payment;
3. is affected by enforceable seizure;
4. is placed under guardianship or administration;
5. otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof, including the situation that the debt rescheduling arrangement has been declared applicable.

9.2 The Customer must always inform the liquidator or administrator of the (content of the) agreement and these general terms and conditions.

10. Privacy

10.1 Each party is obliged to maintain confidentiality vis-à-vis third parties of all data of a confidential nature, in whatever form, that have been obtained from the other party. Parties will not use information of a substantive nature for their own benefit.

10.2 Arkasis records the data of the Customer and the data provided by him / her in a data file. Arkasis will use the data from this file in accordance with Dutch privacy legislation. Arkasis has the right to use name and address data from its files for commercial purposes, with due observance of the provisions in the first paragraph of this article, unless the Customer has notified Arkasis in writing that the data provided by him / her may not be used for this purpose. are used.

11. Force majeure

11.1 The delivery period referred to in Article 5.3 is extended by the period during which Arkasis is prevented from fulfilling its obligations due to force majeure.

11.2 Force majeure on the part of Arkasis exists if, after concluding the agreement, Arkasis is prevented from fulfilling its obligations under this agreement or the preparation thereof as a result of war, danger of war, civil war, terrorism, riot, molestation, fire , water damage, flooding, work strike, company occupation, exclusion, import and export restrictions, government measures, defects in machinery, disruptions in the supply of energy, all in the Arkasis company as well as with third parties, of which Arkasis needs all or part of the required materials as well as during storage or during transport, whether or not under own management, and furthermore due to all other causes, arisen through no fault or risk of Arkasis. 11.3 If the force majeure occurs, while the agreement has already been partially implemented, the Customer, the authority to either retain the part of the articles that has already been delivered and the aforementioned to pay the required purchase price, or to regard the agreement also for the already executed part as terminated under the obligation to return what had already been delivered to Arkasis for the account and risk of the Customer, if the Customer can demonstrate that the already delivered part of the items can no longer be used effectively by the Buyer as a result of the non-delivery of the remaining items.

12. Liability

12.1 Arkasis is not liable for direct damage in the performance of an agreement, except for intent. Arkasis is in any case not liable for indirect damage, including physical damage, business losses, loss of use and other consequential damage, which the Customer suffers due to (possible) shortcomings or non-performance of Arkasis in the performance of the agreement. The liability of Arkasis is in any case limited to the amount of the invoice amount of the articles.

12.2 Arkasis cannot be held liable for failure to achieve performance, tolerances or properties of the products, unless these are specifically and explicitly guaranteed in writing by Arkasis. Responsibility of whether the articles are sufficiently suitable for the

intended use of the Buyer is the responsibility of the Buyer even if Arkasis has advised the Buyer about the application.

12.3 Arkasis is not liable for consequential damage resulting from repair work, including (non-exhaustive) business disruption, stagnation, evacuation costs, damage to other objects, all in the broadest sense of the word.

12.4 Arkasis is not liable for damage as a result of or in connection with atmospheric conditions changed during the warranty period, as well as as a result of or in connection with long-term contamination with construction products such as lime, cement, solvent, dust caused by public transport and the like;

12.5 Arkasis is not liable for damage as a result of or in connection with defective and / or improper and / or insufficient actions in the field of cleaning and maintenance, transport and storage, assembly, mechanical load, delivery.

12.6 Damage as referred to in this article must be reported to Arkasis in writing as soon as possible but no later than within 2 (two) weeks after it arises. Damage that has not been notified to Arkasis within that period is not eligible for compensation, unless the Customer can demonstrate that he / she could not have reported the damage earlier.

12.7 Arkasis is not liable for advice or recommendations made by Arkasis on Webcamcenter.nl or by its employees or suppliers, whether or not in writing or verbally.

13. Intellectual Property Rights

13.1 Arkasis guarantees that the goods delivered by it as such do not infringe Dutch patent rights, design rights or other industrial or intellectual property rights of third parties,

13.2 If Arkasis has to recognize or it is established by a Dutch court in a legal case in a decision that is no longer appealable that any case delivered by Arkasis does infringe the rights of third parties as referred to here, Arkasis will take back the case concerned. The Customer is obliged to cooperate in the return of the item concerned.

14. Disputes and applicable law

14.1 Only Dutch law applies to the agreement concluded between Arkasis and the Customer.

14.2 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

14.3 Any disputes will be submitted to the competent court in the place where Arkasis is located, albeit that Arkasis always retains the right to submit a dispute to the competent court in the place where the Customer is located.

14.4 If the Customer is established outside the Netherlands, Arkasis has the right to choose to submit the dispute to the competent court in the country or state where the Customer is established.

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