

## TERMS AND CONDITIONS

of Bureau Geluid NL, Bureau Bouw NL, New Instruments, Bureau Geluid Kalibratie Laboratorium, Bureau Geluid Calibration Laboratory, BG Kalibratie Laboratorium, BG Calibration Laboratory; hereinafter referred to as Bureau Geluid

### 1. Definitions Geluid

- 1.1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise:
- Bureau Geluid: Bureau Geluid NL, Bureau Bouw NL, New Instruments, Bureau Geluid Kalibratie Laboratorium, Bureau Geluid Calibration Laboratory, BG Kalibratie Laboratorium of BG Calibration Laboratory
  - Contractor: the person who refers to these conditions in his offer and / or order confirmation;
  - Client (also being the buyer of a product): the person, natural or legal person, to whom the offer and / or order confirmation is addressed
  - Agreement or assignment: the agreement between Bureau Geluid and the client;
  - In writing: by means of a document signed by both parties or by letter or e-mail or any other technical means agreed by the parties.

### 2. Applicability

- 2.1. General terms and conditions apply to every contract for services whereby Bureau Geluid is the contractor. A distinction is made here between the provision of advisory services, the delivery of products and the performance of calibrations.
- 2.2. General conditions for the provision of measurement and consultancy services: the conditions in accordance with the DNR 2011 apply to the provision of measurement and advisory services, unless explicitly agreed otherwise in writing prior to the conclusion of the contract for services.
- 2.3. General conditions for supplying products and performing calibrations: the conditions set out in Articles 2.4 to 19 included below, apply to the delivery of products and the performance of calibrations, unless explicitly agreed otherwise in writing prior to the conclusion of the contract for services.
- 2.4. The application of any general terms and conditions of the client is explicitly rejected by Bureau Geluid.

### 3. Offers and conclusion of agreement

- 3.1. Every offer made by Bureau Geluid is without obligation with a maximum validity of 30 days, unless a different term for acceptance is explicitly mentioned in or in connection with that offer.
- 3.2. The offer is exclusively based on the information provided by the client for this purpose, whereby Bureau Geluid may rely on the correctness and completeness thereof. The client guarantees the correctness and completeness of the said information.
- 3.3. The agreement between Bureau Geluid and client is concluded in one of the following ways and times:
- 3.3.1. or, if no order confirmation is sent, at the moment when an offer made by Bureau Geluid has been explicitly accepted by the client orally or in writing and unchanged;
  - 3.3.2. or, if an order confirmation is sent, at the moment when Bureau Geluid has received back the order confirmation sent to the client and signed by him for approval;
  - 3.3.3. either, at the moment at which Bureau Geluid has commenced the execution of the assignment at the request of the client;
  - 3.3.4. either by means of an order in the webshop of Bureau Geluid. Each of the parties is nevertheless free to prove that the agreement was concluded in a different way and / or at a different time.
- 3.4. All images and product data used on websites, in documentation and offers are only indicative and are intended to give a general picture of a product. Delivered products may differ from what is shown in the images and product data.

### 4. Execution of the agreement

- 4.1. Bureau Geluid will execute the agreement with the care of a good contractor. However, it does not guarantee the achievement of a particular result and does not guarantee results as a result of the use of the resources sold. For example: the results of measurements or calibrations performed.
- 4.2. The terms stated by Bureau Geluid are always target terms and do not apply as strict deadlines. Exceeding these terms does not oblige Bureau Geluid to pay any compensation and does not give the client the right to terminate the agreement, unless there is intent or gross negligence on the part of Bureau Geluid.
- 4.3. In the event of late delivery or completion of the assignment, Bureau Geluid must be given notice of default by the client before being in default.
- 4.4. If and insofar as required for the proper execution of the agreement, Bureau Geluid has the right to have certain activities performed by third parties. For example: transport and shipping.
- 4.5. The client will ensure that all information, of which Bureau Geluid indicates that it is necessary or of which the client should reasonably understand that it is necessary for the execution of the agreement, is provided to Bureau Geluid in a timely manner. If the information required for the performance of the agreement is not provided to Bureau Geluid in time, Bureau Geluid has the right to suspend or terminate the performance of the agreement and / or the additional costs arising from the delay according to the usual rates at the time to charge the client.

### 5. Delivery

- 5.1. Delivery takes place ex works, unless explicitly agreed otherwise.
- 5.2. The client is obliged to purchase the goods at the moment that Bureau Geluid delivers them to him or has them delivered, or at the moment when they are made available to him in accordance with the agreement.
- 5.3. If the client refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, Bureau Geluid is entitled to store the goods at the expense and risk of the client.
- 5.4. The transport costs and transport risk are for the account of the client, unless explicitly agreed otherwise or indicated in, for example, the webshop or in the quotation. In the case of exceptionally extensive transport (this at the discretion of Bureau Geluid), or shipments abroad, the transport costs are always at the expense of the client.
- 5.5. The risk of the goods transfers to the client at the time when the goods are shipped and / or actually delivered and thus placed under the control of the client or a third party to be designated by the client.

### 6. Price and costs

- 6.1. Prices are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including shipping and handling costs, unless explicitly stated or agreed otherwise.
- 6.2. Bureau Geluid Bureau is entitled to increase this price, for example in the event of a change or supplement to the agreement.
- 6.3. Furthermore, Bureau Geluid is entitled to pass on price increases if, between the time of the offer and delivery, the rates with regard to, for example, wages or other costs have increased.

### 7. Payment

- 7.1. Payment must be made prior to delivery or via cash on delivery or, at the discretion of Bureau Geluid, within 14 days of the invoice date, in a manner to be indicated by Bureau Geluid in the currency in which the declaration is made, without deduction, discount or settlement being permitted. . Objections to the amount of the invoices do not suspend the payment obligation. The aforementioned period of 14 days can be adjusted by Bureau Geluid in a quotation.
- 7.2. If the client fails to make payment within the period of 14 days (or a period adjusted by Bureau Geluid), the client is in default by operation of law. From the moment of default, the client owes the statutory interest on the amount due, increased by three percent (3%), as well as the extrajudicial costs calculated at fifteen percent (15%) of the principal sum as well as actually incurred legal costs. The interest on the amount due will be calculated from the moment that the client is in default until the moment of payment of the full amount, whereby part of a month is counted as a full month.

- 7.3. In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims of Bureau Geluid on the client are immediately due and payable.
- 7.4. Bureau Geluid has the right to have the payments made by the client stretch in the first place against the costs, then against the interest due and finally against the principal sum and the current interest. Bureau Geluid can, without being in default, refuse an offer for payment if the client indicates a different order for the allocation. Bureau Geluid can refuse full repayment of the principal sum, if the accrued interest and the current interest as well as the costs are not also paid.
- 7.5. If any payment term is exceeded, Bureau Geluid is entitled to stop further deliveries to the client until the full outstanding amount from all agreements concluded with Bureau Geluid has been paid in full. In this case, Bureau Geluid is also entitled to send the following items exclusively cash on delivery.
- 7.6. Bureau Geluid is at all times entitled to determine that the client pays an advance to be determined by Bureau Geluid, before Bureau Geluid commences the execution of the assignment.

## 8. Retention of title

- 8.1. All goods delivered by Bureau Geluid remain the property of Bureau Geluid until the client has fully complied with all obligations under all agreements concluded with Bureau Geluid, this at the discretion of Bureau Geluid.
- 8.2. The client is not authorized to pledge or encumber in any other way the goods falling under the retention of title.
- 8.3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the client is obliged to notify Bureau Geluid as soon as may reasonably be expected.
- 8.4. The client undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection upon first request.
- 8.5. Goods delivered by Bureau Geluid, which fall under the retention of title by virtue of the provisions under 1 of this article, may only be resold within the framework of normal business operations and may never be used as a means of payment. In the event of resale, the client also undertakes to (on) deliver under retention of title.
- 8.6. In the event that Bureau Geluid wishes to exercise its property rights as indicated in this article, the client gives unconditional and irrevocable permission to Bureau Geluid or third parties to be designated by them to enter all those places where the properties of Bureau Geluid are located and to also take back those items.

## 9. Collection costs

- 9.1. All judicial and extrajudicial (collection) costs reasonably incurred by Bureau Geluid in connection with the non- or late fulfilment by the client of its payment obligations, are for the account of the client.
- 9.2. The client owes statutory interest on the collection costs incurred.

## 10. Research, complaints

- 10.1. Complaints must be reported by the client in writing to Bureau Geluid within 7 days of discovery. The letter of complaint must contain a description of the complaint that is as detailed as possible, so that Bureau Geluid is able to respond adequately.
- 10.2. If a complaint is justified, Bureau Geluid is authorized at its own discretion either to adjust the invoice amount, or to redeliver the product concerned or, in the event of a calibration order, to recalibrate, or to refund part of the price already paid, or to take back the product, without further execution of the agreement.
- 10.3. In case of return of the product, the purchase price will be refunded minus an amount of 25% for costs related to recalibration, repackaging, re-storage and administration with a minimum amount of € 250 excluding VAT.
- 10.4. The costs for returns and repairs are at the expense and risk of the client.
- 10.5. If the client has not complained within the period set in article 10.1, all his rights and claims for whatever reason, with regard to what he has complained about or could have complained about within that period, will lapse.
- 10.6. If the client is a consumer, not acting in the exercise of a profession or business, and the purchase has taken place via the Bureau Geluid webshop, the Distance Selling Act applies.

## 11. Expiration period

- 11.1. Without prejudice to the provisions of article 10, the client is obliged if he is or remains of the opinion that Bureau Geluid has not performed the agreement on time, not fully or properly, such - unless this has already been done on the basis of the provisions of article 10.1 - immediately notify Bureau Geluid in writing and enforce the claims based thereon within one year after the date of the aforementioned notification, or within one year after that notification should have been made, failing which all rights and claims in this matter lapse upon expiry of the aforementioned term.

## 12. Suspension and termination

- 12.1. the client does not, not properly or not timely fulfil any obligation towards Bureau Geluid, if the client has been declared bankrupt or a request to that effect has been submitted to the court, if the client has applied for a moratorium on payments or if this is up to him if the business of the client is shut down or liquidated, if the client's goods are seized, or if the client is placed under administration or guardianship, v has the right to terminate the fulfilment of all its obligations towards the client suspend or dissolve the agreement with the client, without any notice of default or judicial intervention and without being obliged to pay any compensation, in whole or in part, without prejudice to the other rights of Bureau Geluid, including those to compensation.

## 13. Warranty and Liability

- 13.1. If Bureau Geluid should be liable, this liability is limited to what is regulated in this provision.
- 13.2. The liability of Bureau Geluid for damage of the client, which is caused by late, incomplete or improper execution of the agreement, is limited to a maximum of the (invoice) amount charged by Bureau Geluid to the client for the goods delivered and / or for the performance of the activities in which the cause of the damage lies. However, any compensation owed by Bureau Geluid to the client will never exceed the amount for which the liability of Bureau Geluid is covered by insurance in such a case. The foregoing is subject to an exception in the event of intent or gross negligence on the part of Bureau Geluid. In this and the following provisions of this article, Bureau Geluid also includes its employees as well as any third parties engaged by it for the execution of the assignment.
- 13.3. Bureau Geluid is not liable for damage caused by the client not complying with its information obligation arising from article 4.5, unless this damage is partly caused by intent or gross negligence on the part of Bureau Geluid.
- 13.4. Bureau Geluid is not liable for damage caused by acts or omissions of third parties involved by the client in the performance of the assignment, unless such damage is partly caused by intent or gross negligence on the part of Bureau Geluid.
- 13.5. Bureau Geluid is always authorized to limit or undo the damage of the client as much as possible, for which the client will lend its full cooperation.
- 13.6. The client is obliged to limit his / her damage and / or that of its members as much as possible or, where possible, to reverse it.
- 13.7. Bureau Geluid is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption. The foregoing does not apply in the event of intent or gross negligence on the part of Bureau Geluid.
- 13.8. Bureau Geluid is never liable for the achievement of a certain result and does not guarantee results as a result of the use of the sold resources, measurements performed or calibrations performed.
- 13.9. Bureau Geluid conforms to the warranty conditions and terms of the manufacturers it represents. During the warranty period, Bureau Geluid will repair or replace non-functioning or malfunctioning goods free of charge; this at the discretion of Bureau Geluid. The warranty applies exclusively to faults not caused by user errors.

13.10. Goods sent to and / or from Bureau Geluid or manufacturers, whether or not under warranty, for examination or repair or calibration must be or will be insured by the client. Shipping costs are at the expense of the client, unless otherwise agreed in writing

#### 14. Disclaimers

- 14.1. The client indemnifies Bureau Geluid against claims from third parties with regard to intellectual property rights on materials or data provided by the client that are used in the performance of the agreement.
- 14.2. The client indemnifies Bureau Geluid against claims from third parties with regard to damage, which is related to or ensues from the agreement executed by Bureau Geluid, if and insofar as Bureau Geluid is not liable to the client for this pursuant to the provisions of Article 13.

#### 15. Force majeure

- 15.1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to fault, and is not accountable for by law, a legal act or generally accepted beliefs.
- 15.2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which Bureau Geluid cannot exert influence, but as a result of which Bureau Geluid is unable to fulfil the obligations. to come. This includes strikes in the company of Bureau Geluid.
- 15.3. In case of force majeure, the client cannot claim any compensation.
- 15.4. If a case of force majeure leads to the agreed date or term being exceeded, the client has the right to dissolve the agreement concerned by means of a written statement. This dissolution does not extend to items that have already been delivered; these must be paid to Geluid Bureau with due observance of article 7 of these general terms and conditions.

#### 16. Governing Law and Disputes

- 16.1. Only the competent court within the Maastricht district is authorized to take cognizance of disputes arising from any contract for services between Bureau Geluid and the client.
- 16.2. All legal relationships between Bureau Geluid and the client to which these general terms and conditions apply are governed by Dutch law. The Vienna Sales Convention is explicitly excluded.

#### 17. Secrecy, confidentiality

- 17.1. Except insofar as otherwise provided by or pursuant to the law, Bureau Geluid is bound to secrecy with regard to information that came to its knowledge during the performance of the assignment or of which it knows or can reasonably suspect that confidentiality is necessary.
- 17.2. If, in the opinion of Bureau Geluid, on the basis of the results of an investigation there is a threat of misunderstandings on the part of third parties or danger to persons or public health is to be feared, this will release Bureau Geluid from its duty of confidentiality with regard to the persons concerned or the relevant authorities. Bureau Geluid will inform the client of the publication.
- 17.3. The client undertakes to maintain confidentiality with regard to everything that the client becomes aware of by virtue of an assignment regarding Bureau Geluid and the working method of Bureau Geluid in the broadest sense.

#### 18. Disposition and copyrights

- 18.1. Without prejudice to the provisions of the Copyright Act and subject to the provisions of Article 7 of these terms and conditions, the client has the exclusive right of disposal over the reports, advice, etc. of Bureau Geluid issued to him within the framework of the agreement.
- 18.2. Reports published may only be published verbatim, in their entirety and with the name of Bureau Geluid as author. Publishing in another form is only permitted after written permission from Bureau Geluid.
- 18.3. The use of the result of the agreement, as well as the use of the name of Bureau Geluid for commercial purposes, as well as the use of all calculations and data that led to the result of the agreement, is only permitted after separate written permission from Bureau Geluid.
- 18.4. Bureau Geluid is never obliged to provide access to calculations and data that have led to the result of the agreement.

#### 19. Final provision

- 19.1. These general terms and conditions have been filed at the office of the Chamber of Commerce.
- 19.2. These general terms and conditions are available for inspection at Bureau Geluid and are available there upon request.
- 19.3. These general terms and conditions are severable and if any part of them for any reason should be invalid or otherwise not effective, the remaining part of these terms and conditions will remain in full force and effect. The invalid part of these terms and conditions is deemed to have been replaced by provisions that have the same effect as the invalid part as much as possible and permitted.
- 19.4. The most recently filed version or the version that applied at the time of the conclusion of the agreement always applies.