

GENERAL TERMS AND CONDITIONS DEBETS SCHALKE B.V. [version 7-02-2025]

CONTENTS			
These Terms and Conditions consist of:			
GENERAL CONDITIONS			
I	General Provisions		
	art. 1 to 18		
SPECIAL CONDITIONS			
II	Goods		
	art. 19 to 21		
III	Contracting of work		
	art. 22 to 25		
In the event of the supply of goods or contracting of work, the applicable special conditions will apply in addition to the general conditions. In the event of a conflict between the provisions of the general conditions and the provisions of the special conditions, the provisions of the special conditions shall prevail.			
GENERAL CONDITIONS			
I. GENERAL PROVISIONS			
1.	Definitions		
1.1.	In these Terms and Conditions, the terms beginning with a capital letter have the following meanings: General Terms and Conditions: these general terms and conditions of sale, delivery and contracting; Goods: the goods to be supplied by or on behalf of Debets Schalke under the Agreement; Principal: the legal entity that issues an order to Debets Schalke with regard to the delivery of Goods and/or the performance of work, which is accepted by Debets Schalke; Debets Schalke: Debets Schalke B.V. or its affiliated companies, including companies under any other trade name used by Debets Schalke, such as DS Horitrade, on the understanding that only the legal entity with which the Agreement is concluded enters into obligations towards the Principal; Agreement: the agreement concluded between the Principal and Debets Schalke with regard to the delivery of Goods and/or the performance of work; Parties: Debets Schalke and the Principal together; Confidential Information: information in any form whatsoever (i) in regards to which Debets Schalke has indicated that this information is to be considered confidential and/or (ii) in regards to which the Principal knows or should reasonably know that it is of a confidential nature and/or (iii) which is marked as confidential by Debets Schalke.		
1.2.	Unless otherwise provided in these General Terms and Conditions or in the Agreement, "in writing" also includes electronic communication, such as messages by e-mail or Whatsapp.		
1.3.	These General Terms and Conditions form an integral part of the Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.		
2.	Applicability		
2.1.	These General Terms and Conditions apply to all requests, offers, and quotations and form part of all Agreements between the Parties, as well as all legal acts relating to the conclusion thereof, regardless of the manner in which this Agreement is concluded, unless expressly agreed otherwise in writing.		
2.2.	Different terms and conditions are only binding on Debets Schalke if they are expressly and incidentally agreed in writing by the management of Debets Schalke.		
2.3.	The applicability of any general or purchase conditions or provisions of the Principal, however named or described, is expressly rejected by Debets Schalke and such general or purchase terms or conditions or provisions are therefore not applicable to the Agreement(s).		
2.4.	Debets Schalke is entitled to amend these General Terms and Conditions unilaterally. The amendments will enter into force 30 calendar days after the date on which the amended terms and conditions are sent by Debets Schalke to the Principal. Amendments to and additions to these General Terms and Conditions shall otherwise only apply if they have been agreed in writing between the Parties. In that case, the amendment and/or addition only applies to the relevant Agreement for which the amendment and/or addition has been explicitly agreed.		
2.5.	If one or more provisions in these General Terms and Conditions are null and void or are to be nullified, the remaining provisions remain fully applicable. Debets Schalke and the Principal will then initiate negotiations in order to agree on new provisions to replace the null and void or nullified provisions, taking into account the purpose and scope of the original provision if and to the extent possible.		
2.6.	If any other terms and conditions apply in addition to these General Terms and Conditions, the provisions of these General Terms and Conditions shall prevail in the event of a conflict.		
3.	Privacy and Data Protection		
3.1.	Debets Schalke acts in accordance with the General Data Protection Regulation (GDPR) and takes the protection of personal data seriously.		
3.2.	Debets Schalke refers to its Privacy Statement for detailed information on how personal data is collected, used and protected. The Privacy Statement is available on the website at the following link: https://www.debetschalke.com/en/privacy-statement		
3.3.	Further information about the rights with regard to the personal data and how the Principal can exercise them can be found in the Privacy Statement of Debets Schalke.		
3.4.	Debets Schalke takes appropriate measures to protect personal data against loss or unlawful processing.		
3.5.	Debets Schalke does not store personal data any longer than is necessary for the purposes for which they were collected or for as long as required by law.		
3.6.	If the Principal has a complaint about the processing of the personal data, he is invited to contact Debets Schalke. The Principal has also the right to file a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).		
4.	Offer and conclusion of the Agreement		
4.1.	The offers, in whatever form, and the information contained in Debets Schalke publications are without any obligation and are revocable. Information published by Debets Schalke (e.g. in (digital) brochures, in print, or on its website) is subject to change, without Debets Schalke being obliged to notify you.		
4.2.	The offer is based on the drawings and/or further information provided by the Principal, unless expressly stated otherwise. The Principal guarantees and ensures that all data, materials, constructions, and facilities, which Debets Schalke deems necessary or which the Principal should reasonably understand are necessary for the performance of its obligations under the Agreement, will be made available to Debets Schalke in a timely, complete, correct, and appropriate manner, allowing Debets Schalke to carry out its work in the most efficient and safe way. Failing this, Debets Schalke has the right to suspend the execution and/or the Principal is obliged to reimburse Debets Schalke for the additional costs incurred as a result.		
4.3.	An offer can always be revoked before acceptance, even if a period is indicated. All dates given by Debets Schalke are to be regarded as target dates only.		
4.4.	Offers and any accompanying documents in the broadest sense of the word are the property of Debets Schalke. Offers may not be reproduced or published without the permission of Debets Schalke, except for internal use. The drawings provided by Debets Schalke for the foundation, greenhouse, and systems are in accordance with the Debets Schalke standards and are exclusively in PDF-format, unless agreed otherwise in the Agreement.		
4.5.	Information provided by Debets Schalke in the form of offers, brochures, leaflets, artist's impressions, catalogues, images, drawings, weights, samples, dimensions, technical specifications, shipping documentation, e-mail messages or other information material is of an informative nature. The Principal cannot derive any rights from it.		
4.6.	Typing and printing errors in the Agreement are reserved.		
4.7.	Verbal commitments or agreements by or with its staff are not binding on Debets Schalke unless they have been explicitly confirmed in writing by an authorized representative of Debets Schalke.		
4.8.	An agreement is formed only after written confirmation by the management of Debets Schalke and/or its authorised representative as indicated in the trade register. Any additional agreements or changes made at a later date will only be valid if the management of Debets Schalke has confirmed them in writing and the Principal does not object to them in writing. A partial payment and/or signed contract or written order by the Principal shall be deemed to be a confirmation of the order on the part of the Principal.		
4.9.	Any amendment to the Agreement will only be valid if Debets Schalke has confirmed in writing through an authorized representative.		
4.10.	In the event of a change and/or cancellation of the order, the Principal is bound by its order and will be obliged to compensate Debets Schalke for the damage suffered, costs already incurred, loss of profit, loss of interest and the like, regardless of the reason for the change and/or cancellation (including force majeure), regardless of Debets Schalke's acceptance of this change and/or cancellation. If an order is made subject to obtaining financing and this financing cannot be obtained, Debets Schalke is also entitled to compensation for loss of profit, even if it turns out that the Principal would award the order to a third party within twelve months of the period set for obtaining the financing. The loss of profit referred to is deemed to amount to at least 50% of the purchase price or the contract price, without prejudice to the right to supplementary damages.		
4.11.	If, during the execution of the Agreement, it becomes clear that a full or partial amendment or addition to the underlying order is necessary for proper execution, the Parties will promptly initiate negotiations and attempt to adjust the Agreement accordingly by mutual consent.		
4.12.	Debets Schalke delivers, if no specific standards or rules have been agreed, in accordance with what Debets Schalke could reasonably assume.		
4.13.	All costs that are the result of circumstances that Debets Schalke did not reasonably have to take into account when entering into the Agreement and/or are the result of incorrect or incomplete information provided by the Principal, as referred to in Article 4.2, will be borne by the Principal.		
5.	Prices		
5.1.	The prices quoted by Debets Schalke are in EURO and exclusive of VAT, other taxes, levies, packaging, insurance, transport, freight and any delivery costs, unless notifications in writing provide the contrary.		
5.2.	The price stipulated in the Agreement shall be borne by the Principal. Changes in the VAT rate will be passed on to the Principal at all times.		
5.3.	The prices are based on a continuous assembly period.		
5.4.	The prices agreed upon are determined by exchange rates, availability, and the costs of materials, transport, wages, taxes, levies, import duties, and other price factors, valid on the date of the conclusion of the Agreement and based on "Ex Works." Any currency or exchange rate risk will be borne by the Principal.		
5.5.	Unless expressly agreed otherwise, labor is not included in the price.		
5.6.	If labor is included, the price for labor does not include electrical work. The installation of the electrical components must be carried out by the Principal's own specialist electrician, unless otherwise agreed in the Agreement.		
5.7.	Unless expressly agreed otherwise, the price does not include costs for earth, pile driving, cutting, demolition, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or other construction work, the costs for connection of gas, water, electricity or other structural facilities, development of land, creation of roads or gardens and the costs for the removal		
5.8.	of materials, building materials, waste and the like, as well as travel and accommodation costs.		
5.9.	Unless expressly agreed otherwise, the price does not include all necessary traffic control measures, including but not limited to diversion signs, traffic signs, and barriers.		
5.10.	After the conclusion of the Agreement, Debets Schalke is entitled to adjust the prices without prior notice, even after the order confirmation or insofar as it refers to the offer after the offer with regard to the price, if any increase in price-determining factors as referred to in Article 5.4 occurs prior to the delivery, regardless of whether this occurs due to circumstances foreseeable or unforeseeable at the time of conclusion of the Agreement. If the agreed price is increased within three months after the conclusion of the agreement, the Principal is only entitled to dissolve the Agreement if it is a natural person who is not acting in the course of a trade or business. Debets Schalke will notify the Principal of the price increase as soon as possible. The payment of any surcharge under this article shall be made at the same time as that of the principal amount or the last instalment thereof.		
6.	Delivery (time)		
6.1.	Delivery times applicable to Debets Schalke are indicative and are not fatal, unless expressly agreed otherwise in the Agreement.		
6.2.	Debets Schalke is not liable for deviations from the stated delivery times, regardless of the cause, and the Principal is bound to accept the Goods even in the event of a delay. Exceeding the delivery period never entitles the Principal to compensation or payment of a (contractual) penalty, dissolution or conversion of the Agreement or non-compliance with any obligations arising from the Agreement.		
6.3.	The delivery period is determined in the expectation that work can be carried out as at the time of the offer and on the assumption that the necessary materials or Goods will be delivered in a timely manner by third parties.		
6.4.	Without prejudice to the provisions of Article 6.1, a delivery period will only begin once the specified order has been accepted in writing by Debets Schalke, all necessary execution details have been provided in writing, and, if partial or full prepayment is required, after Debets Schalke has received such payment. Furthermore, the area where the Goods will be installed, or where work is to be performed, must be clean, empty, and ready for Debets Schalke, and/or all other necessary conditions for the execution must be met, unless otherwise explicitly agreed in writing.		
6.5.	Debets Schalke is in no way liable for exceeding the agreed deadline, for whatever reason.		
6.6.	Each agreement is entered into by Debets Schalke under the condition that the Principal proves to be sufficiently creditworthy. Debets Schalke is entitled to require that the Principal provides sufficient assurances to Debets Schalke's satisfaction to cover its obligations towards Debets Schalke, even if Debets Schalke has already started to execute the Agreement. Debets Schalke is entitled to suspend the execution of the Agreement until the required assurances have been provided.		
6.7.	Debets Schalke is authorised to execute the Agreement in parts. Goods or parts thereof which cannot be delivered immediately are noted for subsequent delivery; the Principal will be informed of this in writing by Debets Schalke.		
6.8.	After the Goods to be delivered have left the warehouses of Debets Schalke or its supplier, all risk shall be borne by the Principal. The Principal is liable for all damage that occurs during the transport of the Goods with or to those Goods, including but not limited to fire and water damage, theft, and embezzlement. The Principal is required to obtain proper insurance coverage for this. Debets Schalke is entitled to require from the Principal proof of the insurance referred to in the previous sentence prior to the delivery of Goods, of which it has retained the title.		
6.9.	If the Principal does not accept the Goods commissioned or purchased from Debets Schalke, or does not accept the Goods in time or in full, Debets Schalke is entitled to store these Goods at the expense and risk of the Principal and to demand payment as if the delivery had taken place. The Goods will be stored ready for shipment for a maximum of 1 year after the down payment. After that, the Goods will be included in the stock of Debets Schalke. If the Goods are still desired and still in stock, the Principal is entitled to purchase the Goods at the new price to be determined by Debets Schalke.		
6.10.	Debets Schalke reserves the right to the standard deviations in dimensions, weights, and/or the quality and integrity of all supplied materials, as is customary with the manufacturers tasked with producing these materials.		
7.	Items made available		
7.1.	Debets Schalke may make certain items available to the Principal within the framework of the Agreement. Unless otherwise agreed in writing, all goods that Debets Schalke provides to the Principal remain the property of Debets Schalke. The Principal is not permitted to use or make such items available to third parties, except for the Principal's own employees when it is necessary. At the first request of Debets Schalke, the Principal is obliged to return such goods in the same condition in which the goods were made available to it by Debets Schalke.		
8.	Invoices and payment		
8.1.	Payment must always be made without deduction, suspension or set-off, within eight days of the invoice date to the bank account number of Debets Schalke or a third party to be designated by Debets Schalke, unless otherwise agreed in the Agreement.		
8.2.	If the payment term is exceeded, the Principal is liable to pay to Debets Schalke default interest of 2% on the entire invoice amount per month or part thereof from the due date. All judicial and extrajudicial costs, including the full lawyer's fees and the costs of the proceedings, related to the collection will be borne by the Principal. The extrajudicial costs are set at least 15% of the amount to be collected plus VAT, with a minimum of € 450,- and become due at the time that the claim is referred to a third party for collection.		
8.3.	No discount in the event of cash or early payment will be granted unless expressly agreed in writing. In addition to the principal sums relating to services and supplies, the additional costs and interest as referred to in this article as described in		

GENERAL TERMS AND CONDITIONS DEBETS SCHALKE B.V. [version 7-02-2025]

- the terms and conditions, Debets Schalke is entitled to claim from the Principal all costs caused by failure to comply with the obligation.
- 8.4. In the event of non-payment of an amount due, suspension of payment, application for moratorium on payments, bankruptcy or liquidation of the Principal, or if movable or immovable property of the Principal is seized, Debets Schalke shall be entitled to terminate the Agreement or that part thereof that still had to be executed on that date, without notice of default and without being obliged to pay any compensation, suspend or (partially) dissolve and consequently not to perform work that has not yet been carried out, or to reclaim the Goods that have not yet been paid for (on the basis of retention of title, see article 21), without prejudice to Debets Schalke's right to compensation for failure to comply with the obligation and Debets Schalke's right to convert the agreement into alternative damages in the event of default. In the cases referred to above, any claim that Debets Schalke has against the Principal is immediately due and payable.
- 8.5. Payment is made in EURO, unless otherwise agreed in the agreement.
- 8.6. Payments made by the Principal will always be deducted primarily from all interest and costs due and alternatively from the invoices that are due the longest, even if the Principal states that the payment relates to a later invoice.
- 8.7. Complaints on account of deliveries made give the Principal neither the right to suspend his payment obligations nor to effect set-off.
- 9. Complaints and claims**
- 9.1. Claims due to any visible defects will lapse if the Principal did not have the alleged defect registered on the consignment note or receipt immediately upon receipt of the Goods. Any other complaints about obligations fulfilled by Debets Schalke must be reported by the Principal to Debets Schalke in writing, on penalty of loss of rights, as soon as possible after he has discovered or reasonably should have discovered the defect, but no later than seven (7) working days after fulfillment of the relevant obligations. The report must contain a description of the shortcoming(s) that is as detailed as possible, so that Debets Schalke is able to respond adequately. When submitting the complaint, the Principal shall provide a sample, photograph or other evidence of the product in respect of which the complaint arose. Complaints about invoices must also be submitted in writing within five (5) working days of the date on which the invoices were sent. At the end of this period, the content of the invoices shall be regarded as evidence of the value and correctness of the services delivered, unless proven otherwise.
- 9.2. Claims are only possible if there is no force majeure on the part of Debets Schalke within the meaning of these General Terms and Conditions.
- 9.3. Payment by Debets Schalke as a result of claims by the Principal will be made with deduction of any due and payable amounts of Debets Schalke against the Principal.
- 9.4. Debets Schalke's obligations in the event of shortcomings are limited to the repair or compensation of the Goods delivered and nothing more than that.
- 9.5. Improper and/or incorrect handling or storage of the Goods by or on behalf of the Principal will void any obligation to repair, replace or reimburse the Goods. Improper handling or storage includes, but is not limited to, storage in rooms colder than 5 degrees Celsius or warmer than forty degrees Celsius as well as unnecessary exposure to weather conditions such as sun, rain, frost, snow or condensation, where 'unnecessary' means that such exposure could reasonably have been avoided by taking appropriate precautions as stated in (but not limited to) Article 15.11.
- 9.6. Submission of a claim does not release the Principal from his obligations towards Debets Schalke, nor does the Principal have the right to suspend his own obligations.
- 9.7. The Principal is obliged to inspect the delivered goods or have them inspected.
- 9.8. A complaint is not admissible if the Principal has proceeded with processing or delivery to a third party, while the alleged defect was known or should have been known to the Principal. A defect is deemed to be known to the Principal if the defect can be detected by simple checking.
- 9.9. Parts or Goods that need to be repaired or replaced by Debets Schalke must be sent or delivered to Debets Schalke by the Principal. The transport or shipping costs, the costs for dismantling and assembly as well as any travel and accommodation costs will be borne by the Principal.
- 10. Termination**
- 10.1. An Agreement terminates upon completion of the execution.
- 10.2. Without prejudice to statutory termination options and other rights, Debets Schalke shall in any case have the right to immediately terminate or dissolve the Agreement with the Principal by giving notice, without being liable for any damages and without being required to issue any notice of default, if:
- a. the Principal is declared bankrupt, files for bankruptcy or a claim for bankruptcy is filed against him;
 - b. the Principal applies for a (provisional) moratorium on payments, has it granted or the Principal proceeds to liquidation;
 - c. the Principal offers a deed of arrangement to its creditors or such deed is offered within the meaning of the WHOA (Dutch Prevention of Insolvency Act);
 - d. the Principal's assets or part thereof are seized;
 - e. other persons than at the time the Agreement was concluded acquire control over the Principal's business;
 - f. the Principal loses legal personality or closes, dissolves or liquidates his business in whole or in part;
 - g. the Principal actually ceases or actually terminates and/or has terminated its business activities;
 - h. the Principal is unable to fulfil its obligations towards Debets Schalke as a result of force majeure and that force majeure situation continues for at least 20 calendar days;
 - i. the Principal imputably fails to fulfil its obligations under the Agreement or if Debets Schalke has good reason to fear that the Principal will fail to comply with its obligations under the Agreement.
- 11. Prohibition on assignment and pledging**
- The Principal is not entitled to encumber or transfer any rights or obligations under the Agreement without the prior written consent of Debets Schalke.
- 12. Force majeure**
- 12.1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure on the part of Debets Schalke is understood to mean: a general lack of materials or other goods or services required for the delivery and/or for the performance of work and/or services to be delivered, the price increases as a result thereof and disruptions in production processes of both Debets Schalke and its suppliers and subcontractors, operational disruption, general transport obstacles, (attributable or not) non-performance by the Principals of Debets Schalke, strikes (both organised and disorganised), lack of personnel, war (or threat of war), armed conflicts, terrorist threats, terrorist attacks, riots, molestation, fire, nuclear reaction, water damage, flooding, occupation, government measures or restrictions, large-scale power outages, disruptions in the supply of energy and water, natural disasters, whirlwinds or similar weather conditions, hurricanes, tornadoes, storms, earthquakes, pandemics, epidemics, outbreaks (examples: COVID-19, SARS, Bird Flu, Q fever, Mad Cow disease) as well as the resulting government measures or government restrictions, workmen's exclusion, transport difficulties and other serious disruptions within the company of Debets Schalke or its suppliers.
- 12.2. If Debets Schalke is unable to perform as a result of force majeure, it has the right either to invoke dissolution of the Agreement without being liable to pay damages to the Principal, or to promise the Principal that it will still comply with the Agreement, in which case the Principal will have five (5) working days to refuse the new terms and conditions and to dissolve the original Agreement without Debets Schalke having to be liable for damages.
- 12.3. Debets Schalke is entitled to claim payment of what has already been done by Debets Schalke during the execution of the relevant Agreement, before the force majeure circumstances have become apparent.
- 12.4. Debets Schalke also has the right to invoke force majeure if the circumstance constituting the force majeure occurs after Debets Schalke was due to perform.
- 13. Guarantee**
- 13.1. Debets Schalke provides a one-year warranty on the Goods delivered by it, unless stated otherwise.
- 13.2. In the case of legitimate warranty claims, the following applies:
- (a) Debets Schalke undertakes to repair the defects or to replace the defective Goods or the defective Services or the defective work or a guaranteed part thereof at its expense, all this at the discretion of Debets Schalke.
 - (b) The warranty begins upon the delivery of the Goods or upon the completion of the work, whichever occurs first, provided that the Principal has fulfilled all obligations under the Agreement. The warranty will be void if the Principal or any third party makes changes to or performs maintenance on the delivered Goods or completed work without the prior written consent of Debets Schalke.
 - (c) The warranty cannot be invoked in the event of:
 - careless or improper use by the Principal, failure to follow instructions for use or maintenance instructions by Debets Schalke or its suppliers,
 - defects that arise due to normal wear and tear, overdue maintenance and in the event of accidents or calamities such as fire, water damage, earthquakes, etcetera,
 - the applicability of any government regulation regarding the nature or quality of the products or practices used,
 - products, practices and constructions, insofar as applied on the instructions of or on behalf of the Principal, as well as goods supplied by or on behalf of the Principal,
 - maintenance not carried out or carried out incorrectly,
 - defects resulting from installation, assembly, modification or repair by the Principal or by third parties,
 - defects in or unsuitability of materials or tools used by the Principal,
 - parts for which a manufacturer's warranty has been granted,
 - inspection and repair of Goods of the Principal,
 - damage caused by animals, vandalism, theft and molestation,
 - Damage caused by extreme weather conditions such as, but not limited to, hail (with a diameter > 25 mm and with an average impact velocity of more than 23 m/s), whirlwinds, eddies, sandstorms, snow (storms), floods, volcanic eruptions, etc.
 - damage caused by force majeure as described in Article 12.1 and/or other unforeseen events beyond the control of Debets Schalke,
 - damage caused by aggressive fumes, liquids, cement, lime, paint, cleaning agents, etc.
 - damage/defects resulting from changes in shape in the structural substructures or load-bearing structures, insofar as they are not part of the Goods,
 - delivery by Debets Schalke of second-hand Goods, unless otherwise agreed.
- 13.3. The warranty is limited to repair or replacement and nothing more than that at all times.
- 13.4. In all cases, the Principal must provide Debets Schalke with an adequate opportunity to repair any defect or to re-perform the processing or delivery, failing which the Principal's claims will lapse.
- 13.5. In the event of glass breakage during the warranty period, repairs under the warranty will only be carried out if the Principal demonstrates that the breakage is due to a construction defect by Debets Schalke or any other shortcoming for which Debets Schalke is liable under these terms and conditions.
- 13.6. Repair or replacement of the Goods will not result in an extension of the applicable warranty period; the original warranty period shall apply.
- 13.7. Parts or Goods that need to be repaired or replaced by Debets Schalke must be sent or delivered to Debets Schalke by the Principal. The transport or shipping costs, the costs for dismantling and assembly as well as any travel and accommodation costs will be borne by the Principal.
- 14. Liability**
- 14.1. In the event that Debets Schalke has imputably failed to comply with any of its obligations or has committed a wrongful act against the Principal, Debets Schalke will only be liable to the Principal for direct damage or property damage suffered in connection therewith if there is intent or gross negligence on the part of Debets Schalke. Direct damage must be understood to mean only material damage to the Principal's property, reasonable costs incurred by the Principal in attributing liability and (the extent of the direct) damage, reasonable costs that the Principal reasonably incurred, and could and reasonably could and should make, to prevent or limit the damage, if the Principal demonstrates that these costs have led to a limitation of the direct damage, and/or the reasonable costs reasonably incurred by the Principal in order to obtain an out-of-court settlement, as referred to in Article 6:96(1)(c) of the Dutch Civil Code. Property damage is damage to the Goods.
- 14.2. Debets Schalke shall under no circumstances be liable for the consequences of incorrect or incomplete information or data and/or construction calculations and/or unsuitable materials or construction (including but not limited to roofs) or installations provided by the Principal.
- 14.3. If liability of Debets Schalke is to be assumed under article 14.1, the liability of Debets Schalke is limited to the purchase or contract price or the invoice total (excluding VAT) pertaining to Goods delivered, works realized and services performed with a maximum of € 10,000,- per event or series of events with a common cause and a cumulative maximum of € 20,000,- per calendar year, on the understanding that liability of Debets Schalke for indirect and consequential damage and/or incidental damage is excluded, such as (but not limited to) loss of turnover, loss of profit, missed opportunities, immaterial damage, environmental damage, damage to the reputation or damage to the crop, missed savings, investments made, damage due to business interruption or downtime and/or costs incurred in order to prevent it, determination or limitation of indirect and/or incidental damages and/or liability therefore, costs incurred to obtain out-of-court settlement of the indirect/incidental damages. Should Debets Schalke nevertheless be liable for indirect damages, the provisions of 14.4 to 14.14 shall apply.
- 14.4. Debets Schalke accepts no liability towards the Principal for damage as a result of the circumstances referred to in Article 13.2 under c of the General Terms and Conditions.
- 14.5. Debets Schalke is not responsible for any damage or deformation of the supplied and/or installed material caused by, among other things, frost or heat.
- 14.6. Debets Schalke accepts no liability towards the Principal for damage to second-hand Goods delivered by Debets Schalke.
- 14.7. All liability for and risks during the transport of Goods shall be borne by the Principal.
- 14.8. Debets Schalke is in no way liable for the consequences of incorrect use of the Goods by the Principal or non-compliance with (factory) instructions/manuals provided by Debets Schalke.
- 14.9. Debets Schalke cannot be held liable in any way for damage to crops or loss of income of the Principal.
- 14.10. Without prejudice to the foregoing, the total liability of Debets Schalke shall in any event never exceed the amount paid out by the insurer in the case in question for each event causing damage, whereby a series of related events shall be considered as one event.
- 14.11. The Principal indemnifies Debets Schalke and the persons and auxiliary persons engaged by it in the performance of its obligations against all claims by third parties for any damage suffered by these third parties arising from or in connection with the execution of the Agreement by Debets Schalke, the use by the Principal of the Goods delivered, works carried out and services performed by Debets Schalke.
- 14.12. Any claim against Debets Schalke on the basis of an Agreement concluded with Debets Schalke shall lapse by the mere expiry of 12 months, unless a legally valid summons has previously been issued. The limitation period commences on the day following the day on which the Principal became aware of both the damage and the liable party or could reasonably have become aware of it.
- 14.13. All means of defence that Debets Schalke may derive from the Agreement concluded with the Principal in order to avert its liability may also be invoked by its personnel and third parties engaged by it in the performance of the Agreement vis-à-vis the Principal, as if its personnel and the aforementioned third parties were themselves parties to the Agreement.
- 14.14. Conditions which limit, exclude or determine liability that can be invoked against Debets Schalke by third parties may also be invoked by Debets Schalke against the Principal to the same extent.
- 15. Obligations of the Principal**
- 15.1. In addition to the provisions of the Agreement and/or other (General) terms and conditions of Debets Schalke, such as (but not limited to) Article 4.2, the Principal is responsible for the constructions and working practices prescribed by or on behalf of Debets Schalke, as well as for the orders, directions and instructions given by or on behalf of Debets Schalke. The Principal is also obliged to comply with instructions and/or manuals from Debets Schalke, failing which any liability on the part of Debets Schalke for a shortcoming and/or damage will lapse.
- 15.2. Delivery of documents (drawings, documents, etc.) by the Principal to Debets Schalke must take place electronically.
- 15.3. For Orders that include solar panels, the Principal must take care of the assembly and electrical installation of the solar panels, unless expressly agreed otherwise in the Agreement.
- 15.4. The risk of the condition of the land or soil on which Debets Schalke performs its activities, including any additional costs, lies with the Principal. Debets Schalke is not liable for the condition of the ground.
- 15.5. The Principal bears the consequences of compliance with legal regulations or government orders that come into force after the day of the offer.
- 15.6. The Principal is, without prejudice to his liability pursuant to the law, liable for damage resulting from work carried out or deliveries carried out by it or on its behalf by third parties.
- 15.7. The Principal guarantees that the access roads to the work site are suitable for the necessary road transport.
- 15.8. The Principal guarantees that the designated place of the work is suitable for storage and assembly, as well as that Goods delivered by or on behalf of Debets Schalke are stored properly, adequately and in dry conditions by the Principal.
- 15.9. Upon arrival of the Goods delivered by or on behalf of Debets Schalke at the agreed location, it is the Principal's responsibility to thoroughly inspect the condition of the Goods. If damage to the Goods is found during this inspection, the Principal is obliged to take all necessary steps to obtain compensation

GENERAL TERMS AND CONDITIONS DEBETS SCHALKE B.V. [Version 7-02-2025]

- from third parties, if and insofar as these third parties can be held liable by the Principal.
- 15.10. The Principal must ensure that stored Goods remain available and usable for assembly.
- 15.11. The Principal is obliged to take all necessary security and precautionary measures to prevent misappropriation of, theft of, or damage to stored Goods. The Principal must take out a proper insurance against the aforementioned risk as described, among other things (but not exclusively), in Article 21.4.
- 15.12. The Principal is responsible for complying with all applicable local, national and international laws and regulations, including but not limited to ethical standards, environmental laws, labor laws and relevant industry regulations, breach of which may result in termination of the agreement and legal action.
- 15.13. The Principal guarantees that all necessary safety and precautionary measures have been taken and will be maintained, as well as that all measures have been taken and will be maintained in order to comply with the applicable government regulations within the context of assembly/installation.
- 15.14. The Principal is responsible for providing and maintaining all necessary traffic control measures, including but not limited to diversion signs, traffic signs, road plates, barriers and other signage.
- 15.15. All Goods that remain on the construction site after the completion of the work will remain the property of Debets Schalke.
- 15.16. In the case of contracting work, in addition to the above-mentioned provisions, the provisions of the article on the Principal's obligations in Special Conditions II also apply.
- 15.17. Any (additional) costs incurred by Debets Schalke because the Principal has not fulfilled his obligations under the Agreement and/or other (General) terms and conditions (in full) or on time, will be borne by the Principal.
- 16. Intellectual property rights**
- 16.1. All intellectual property rights (including in any case copyrights, trademark rights, patent rights, trade name rights, database rights, trade secrets and know-how) to all products, materials and other works of Debets Schalke, including analyses, models, reports, designs, calculations, recommendations, sketches, drawings, documentation, user manuals, as well as preparatory material thereof, shall remain expressly assigned to Debets Schalke (or its licensors/suppliers). This also applies to items developed or made available to the Principal pursuant to an Agreement.
- 16.2. The Principal is not permitted to remove or change any indication regarding intellectual property rights of the works or other items supplied.
- 16.3. The Principal undertakes to refrain from any act or omission that infringes the intellectual property rights of Debets Schalke, invalidate these rights, and/or jeopardizes the ownership of these intellectual property rights.
- 16.4. Items and works mentioned may not be copied without the written permission of Debets Schalke, nor may they be made available to third parties, given for inspection or made public. All documents must be handed over to Debets Schalke on first notice.
- 16.5. In the event of non-compliance with the provisions of this article, the negligent party will forfeit a fine of € 25,000,-, in words twenty-five thousand euros, per violation, from the moment that the negligent party is in default, without prejudice to the Principal's other rights such as the right to performance and/or compensation.
- 16.6. Advertising/marketing communications using the name Debets Schalke must be approved in advance in writing by the communication department of Debets Schalke.
- 17. Miscellaneous**
- 17.1. Debets Schalke is at all times entitled to outsource all or part of the work entrusted to it to third parties.
- 17.2. The Parties will use Confidential Information exchanged between the Parties in the context of the Agreements only for the execution of the Agreements. The Parties shall not provide the Confidential Information to third parties without the written consent of the other Party, possibly after agreeing on a further confidentiality obligation, except to the extent required by applicable law or by government authorities and/or to professional advisors who are bound by a duty of confidentiality.
- 17.3. Obligations under the Agreement (including these General Terms and Conditions) which by their nature are intended to continue after the termination of the Agreement (on whatever grounds) will continue after the termination of the Agreement.
- 17.4. The Dutch text of these General Terms and Conditions is the only authentic text. In the event of a discrepancy between the Dutch text and a translation into a foreign language, the Dutch text prevails.
- 18. Disputes and applicable law**
- 18.1. These Terms and Conditions and all Agreements between the Parties, as well as non-contractual claims related thereto, are governed exclusively by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 18.2. All disputes that arise as a result of (the execution of) an Agreement or other agreements that may result therefrom, will be settled by the competent court in The Hague. Debets Schalke may also choose to apply to another competent court, for example to the competent court in the place where the Principal has its registered office or to the Netherlands Commercial Court (NCC) and Netherlands Commercial Court of Appeal (NCCA) in Amsterdam, where the language of the proceedings is English and the NCC Regulations (see www.ncc.gov.nl) apply to these proceedings. This clause is not intended to preclude cassation before the Supreme Court.
- SPECIAL CONDITIONS**
- II. GOODS**
- 19. Method of delivery**
- 19.1. Unless otherwise agreed, delivery will take place 'Ex Works' Debets Schalke in accordance with the Incoterms 2020. 'Ex Works' means that Debets Schalke has the Goods ready for collection at its location (factory, warehouse) at the agreed time. The Principal is then responsible for the loading, transport and, to the extent required, also for the customs clearance of the Goods.
- 20. Term of payment**
- 20.1. The Principal must always proceed to payment within eight days of the date of a written request made by or on behalf of Debets Schalke without deduction or set-off.
- 20.2. Unless the parties agree otherwise, the following payment conditions must be observed:
- 50% on order confirmation
 - 50% prior to the delivery of the Goods
- 21. Retention of title and transfer of ownership**
- 21.1. All delivered Goods shall remain the property of Debets Schalke until the Principal has fulfilled all its obligations under the relevant Agreement or related obligations towards Debets Schalke.
- 21.2. Before the ownership of the Goods has been transferred to the Principal, the Principal is not entitled to rent, alienate, use, pledge or otherwise encumber the Goods to third parties. The Principal may only sell, pledge or deliver the Goods to the extent necessary in its normal business operations.
- 21.3. In the event of non-performance or improper performance, Debets Schalke is irrevocably authorised by the Principal to take possession of the Goods delivered and/or supplied by Debets Schalke without any notice of default. The Principal is obliged to give Debets Schalke access to the locations where the Goods are located.
- 21.4. The Principal is obliged to properly insure the Goods against fire, explosion and water damage, as well as theft and embezzlement, for the duration of the reserved ownership, and to make the policies of these insurances available for inspection at the first request of Debets Schalke. All claims of the Principal against the insurers of the Goods under the said insurances will be pledged to Debets Schalke by the Principal at the first request of Debets Schalke in the manner indicated in Article 3:239 of the Dutch Civil Code, as additional collateral for the claim of Debets Schalke against the Principal.
- III. CONTRACTING OF WORK**
- 22. Term of payment**
- 22.1. In the case of a contract for work, the Principal must always proceed to payment without deduction or set-off within eight days of the date of a written request made by or on behalf of Debets Schalke.
- 22.2. Unless the parties agree otherwise, the contract price includes the following payment terms:
- 40% on order confirmation
 - 40% prior to delivery of the Goods
 - 15% before the start of work
 - 5% on completion of the work, but before commissioning
- 23. Additional obligations of the Principal**
- 23.1. The Principal guarantees that Debets Schalke will have at its disposal in a timely manner:
- (i) the data and approvals required for the design of the work (such as permits, exemptions and decisions);
 - (ii) the terrain that is free of obstacles, or on which the work is being carried out;
 - (iii) a suitable facility in the immediate vicinity of the construction site for the supply, storage and/or removal of building materials and resources;
 - (iv) connection options for electrical machines, telephone, internet, lighting, heating, gas, compressed air and water;
 - (v) drawings of the location of existing cables, mains and pipelines.
- 23.2. Additional costs incurred by Debets Schalke due to the lack of (timely) access to the aforementioned will be borne by the Principal, without prejudice to the provisions of Article 5.2.
- 23.3. The application for and the costs of consumption of the required electricity, gas and water will be borne by the Principal.
- 23.4. The Principal guarantees that, insofar as applicable, work and/or deliveries to be carried out by others, which are not part of the work of Debets Schalke, will be carried out in such a way and in such a timely manner that the performance of Debets Schalke's work will not be delayed or otherwise hindered.
- 23.5. The Principal is responsible for unloading the trucks and/or containers at the construction site. Suitable equipment (e.g. forklift, crane, pallet truck) must be available at the location for safe unloading.
- 23.6. The Principal is liable for damage to the work of Debets Schalke as a result of work or deliveries carried out by it or by third parties on its behalf.
- 23.7. The costs for the necessary demolition and/or building permit and the associated costs such as fees, calculations, drawings, models and designs, etc. shall be borne by the Principal.
- 23.8. If the commencement or progress of the work is delayed by factors for which the Principal is responsible, the resulting damage and costs for Debets Schalke must be compensated by the Principal.
- 23.9. From the moment the work has started, all risks for damage due to weather conditions shall be borne by the Principal.
- 23.10. During the construction period, the Principal must ensure that canteen and toilet facilities are made available to Debets Schalke technicians.
- 24. Delivery**
- 24.1. The work is considered to have been completed:
- when Debets Schalke has notified the Principal, in writing or orally, of the completion of the work and the Principal has approved the work, and/or;
 - after seven days after Debets Schalke has informed the Principal that the work has been completed and the Principal has failed to inspect the work within that period, and/or;
 - upon commissioning of the work by the Principal, on the understanding that by taking part of the work into use, that part is considered to have been completed.
- 24.2. Minor defects which can be properly remedied within the period referred to in Article 24.4 below shall not be grounds for withholding approval.
- 24.3. In the event of withholding approval of the work, the Principal is obliged to notify Debets Schalke in writing, stating the reasons for this.
- 24.4. Debets Schalke is obliged to rectify the minor defects referred to in Article 24.2 as well as the defects that have come to light during the work that have been brought to its attention in writing within 7 days of delivery.
- 24.5. After the period referred to in the previous paragraph, Debets Schalke is no longer liable for the shortcomings in the work, without prejudice to the provisions of Article 13.
- 25. Additional and reduced work**
- 25.1. All deliveries or work that are not specifically mentioned or described in the quotation/Agreement are not included in the quotation/Agreement and can be charged as additional work.
- 25.2. The Agreement allows to separately invoice any additional work.
- 25.3. The settlement of additional or reduced works will take place as soon as possible after this is known or upon completion at the latest. The provisions of Article 7 shall apply mutatis mutandis.
- 25.4. If, after entering into the Agreement, in consultation with the Principal, the installation or assembly of the delivered goods is larger or smaller in scope than originally agreed, Debets Schalke is entitled to charge the actual additional price incurred as a result thereof to the Principal or to deduct the actual costs saved from the amount/purchase price due. Thereof, Debets Schalke is not obliged to increase or decrease the original contract price/purchase price by an amount that is proportional to the increase or decrease of the original object.
- 25.5. All changes to the work, whether due to a special order from the Principal, or facilities that prove necessary to prevent unforeseen difficulties or to solve problems that have arisen when they result in multiple costs, are to be regarded as additional work and, insofar as they result in fewer costs, as reduced work within the meaning of this article.
- 25.6. An order for additional work by a consultancy firm and/or an authorised representative who has been asked by the Principal to look after its affairs during the conclusion and further execution of the agreement shall be regarded as an order on the part of the Principal and the consultancy firm or authorised representative.