

GENERAL TERMS AND CONDITIONS Akcelo BV

Article 1 General

1. These terms and conditions apply to every offer, quotation and agreement between Akcelo BV in Heelsum, registered with the Chamber of Commerce in Arnhem under number 09165443, hereinafter referred to as: "Akcelo", and a Client to which Akcelo applies these terms and conditions. has stated, insofar as the parties have not expressly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with Akcelo, for the implementation of which Akcelo third parties must be involved
3. These general terms and conditions have also been written for the employees of Akcelo and its management.
4. The applicability of any purchase or other conditions of the Client is expressly rejected.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. Akcelo and the Client will then enter into consultations in order to agree on new provisions to replace the void or voided provisions, whereby the purpose and scope of the original provisions will be taken into account as much as possible.
6. If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must take place 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in accordance with the spirit of these general terms and conditions.
8. If Akcelo does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof are not applicable, or that Akcelo would in any way lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

article 2 Quotations and offers

1. All quotations and offers from Akcelo are without obligation, unless a term for acceptance is stated in the quotation. If no acceptance period has been set, no rights can be derived in any way from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime.
2. Akcelo cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation costs, shipping and administration costs, unless stated otherwise.
4. If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, Akcelo will not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Akcelo indicates otherwise.
5. A composite quotation does not oblige Akcelo to perform part of the order against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

article 3 Contract term; execution terms, risk transfer, execution and amendment of the agreement; price increase

1. The agreement between Akcelo and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a period has been agreed or specified for the performance of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client give Akcelo written notice of default. Akcelo must be offered a reasonable term in which to still implement the agreement.
3. Akcelo will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art known at that time.
4. Akcelo has the right to have certain activities performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
5. If work is performed by Akcelo or Akcelo in the context of the assignment at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.
6. Delivery is made ex works of Akcelo. The Client is obliged to take delivery of the goods at the moment they are made available to him. If the Client refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Akcelo entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client at the moment when goods are available to the Client.
7. Akcelo is entitled to perform the agreement in various phases and to invoice the part thus executed separately.
8. If the agreement is executed in phases, Akcelo the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
9. The Client will ensure that all data, which Akcelo indicates are necessary or which the Client should reasonably understand are necessary for the performance of the agreement, are provided to Akcelo . If the information required for the execution of the agreement has not been provided to Akcelo , Akcelo the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the Client in accordance with the then customary rates. bring. The execution period does not commence until the Client has made the data available to Akcelo . Akcelo is not liable for damage, of whatever nature, because Akcelo relied on incorrect and/or incomplete information provided by the Client.
10. If during the implementation of the agreement it appears that it is necessary to change or supplement it for proper implementation, the parties will proceed to adjust the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc., is changed and the agreement is changed in qualitative and / or quantitative terms as a result, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. Akcelo will provide a quotation of this in advance as much as possible. An amendment to the agreement may also change the originally stated term of execution. The Client accepts the possibility of amending the agreement, including the change in price and term of execution.
11. If the agreement is amended, including an addition, Akcelo entitled to implement this only after approval has been given by the person authorized within Akcelo and the Client has agreed to the price and other conditions stated for the implementation, including including the

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time to be determined at that time at which it will be implemented. The non-execution or non-immediate implementation of the amended agreement does not constitute a breach of contract on the part of Akcelo and is not grounds for the Client to terminate or cancel the agreement.

12. Without being in default, Akcelo a request to amend the agreement if this could have consequences in a qualitative and/or quantitative sense, for example for the work to be performed or the goods to be delivered in that context.
13. If the Client fails to properly comply with its obligations towards Akcelo , the Client will be liable for all direct or indirect damage suffered by Akcelo as a result.
14. If Akcelo agrees a fixed fee or price with the Client, Akcelo nevertheless entitled at all times to increase this fee or price, without the Client being entitled in that case to dissolve the agreement for that reason, if the increase of the price arises from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.
15. If the price increase other than as a result of an amendment to the agreement amounts to more than 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to appeal to Title 5 Section 3 of Book 6 of the Dutch Civil Code is entitled to agreement by means of a written statement, unless Akcelo
 - a. – is then still prepared to perform the agreement on the basis of what was originally agreed upon; – if the price increase arises from a power or an obligation resting on Akcelo by law; – if it has been stipulated that the delivery will take place more than three months after the conclusion of the agreement;
 - b. – or, upon delivery of an item, if it has been stipulated that the delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature termination of the agreement

1. Akcelo is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if the Client does not fulfill the obligations under the agreement, or does not do so in full or on time, or after the agreement Akcelo becomes aware of circumstances that give good grounds to fear that the Client will not fulfill its obligations, if the Client was requested to provide security for the fulfillment of its obligations under the agreement when the agreement was concluded and this security is not provided or is insufficient or if due to the delay on the part of the Client can no longer be required of Akcelo to comply with the agreement under the originally agreed conditions.
2. Furthermore, Akcelo authorized to terminate the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if other circumstances arise of such a nature that unaltered maintenance of the agreement Akcelo cannot reasonably be expected.
3. If the agreement is dissolved, Akcelo against the Client are immediately due and payable. If Akcelo suspends compliance with its obligations, it will retain its claims under the law and the agreement.
4. If Akcelo proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs incurred in any way as a result.
5. If the dissolution is attributable to the Client, Akcelo entitled to compensation for the damage, including the costs, resulting directly and indirectly.
6. If the Client does not fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, Akcelo entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, on account of default, but compensation or compensation is required.
7. If the agreement is terminated prematurely by Akcelo, Akcelo in consultation with the Client, arrange for the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for Akcelo , these will be charged to the Client. The Client is obliged to pay these costs within the term specified for this, unless Akcelo indicates otherwise.
8. In the event of liquidation, (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the Client, of debt rescheduling or any other circumstance as a result of which the Client can no longer freely has its assets at its disposal, Akcelo is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation.'s claims Akcelo against the Client are immediately due and payable.
9. If the Client cancels a placed order in whole or in part, the work that has been carried out and the goods ordered or prepared for it, increased by any supply, removal and delivery costs thereof and the working time reserved for the implementation of the agreement, will be paid in full to be charged to the Client.

article 5 Force majeure

1. Akcelo is not obliged to fulfill any obligation towards the Client if it is prevented from doing so as a result of a circumstance that cannot be attributed to fault, and is not for its account by virtue of the law, a legal act or generally accepted beliefs.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this respect by law and jurisprudence, all external causes, foreseen or unforeseen, over which Akcelo cannot exert any influence, but as a result of which Akcelo is unable to fulfill its obligations. . Strikes in the company of Akcelo or of third parties included. Akcelo also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after Akcelo should have fulfilled its obligation.
3. Akcelo can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without any obligation to pay damages to the other party.
4. Insofar as Akcelo has already partially fulfilled its obligations under the agreement at the time of the commencement of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Akcelo entitled to charge the already fulfilled or to be fulfilled part separately. to invoice. The Client is obliged to pay this invoice as if it were a separate agreement.

article 6 Payment and collection costs

1. Payment must always be made within 14 days of the invoice date, in a manner to be indicated by Akcelo and in the currency in which the invoice is made, unless otherwise indicated in writing by Akcelo . Akcelo is entitled to invoice periodically.
2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
3. Akcelo has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest that has accrued and finally to reduce the principal sum and the accrued interest. Akcelo may, without being in default as a result, refuse an offer of payment if the Client designates a different order for the allocation of the payment. Akcelo may refuse full repayment of the principal sum if the accrued and accrued interest and collection costs are not also paid.

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4. The Client is never entitled to set off the Akcelo . Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to appeal to Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
5. If the Client is in default or in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. If Akcelo has incurred higher collection costs that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

article 7 Retention of title

1. under the agreement Akcelo remain the property of Akcelo until the Client has properly fulfilled all obligations under the Akcelo agreement(s) concluded
2. The goods delivered by Akcelo , which fall under the retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber in any other way what falls under the retention of title.
3. The Client must always do everything that may reasonably be expected of it to safeguard Akcelo . If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to Akcelo thereof. Furthermore, the Client undertakes to insure and to insure the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Akcelo for inspection on first request. In the event of any payment under the insurance policy, Akcelo entitled to these payments. Insofar as necessary, the Client undertakes vis-à-vis Akcelo in advance to cooperate with everything that may (turn out to be) necessary or desirable in that context.
4. In the event that Akcelo wishes to exercise its property rights referred to in this article, the Client gives unconditional and irrevocable permission in advance to Akcelo and third parties to be designated by Akcelo to enter all those places where Akcelo is located and to take it back. .

article 8 Warranties, research and complaints, limitation period

1. The goods to be delivered by Akcelo meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended under normal use in the Netherlands. The warranty referred to in this article applies to items intended for use within the Netherlands. When used outside the Netherlands, the Client must verify whether the use thereof is suitable for use there and whether it meets the conditions set for it. Akcelo may set other warranty and other conditions with regard to the goods to be delivered or work to be performed.
2. The guarantee referred to in paragraph 1 of this article applies for a period of one month after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the warranty provided by Akcelo concerns an item that was produced by a third party, then the warranty is limited to that provided by the manufacturer of the item, unless stated otherwise.
3. Any form of guarantee will lapse if a defect has arisen as a result of or ensues from injudicious or improper use thereof or use after the use-by date, incorrect storage or maintenance thereof by the Client and/or by third parties when, without written permission from Akcelo, the Client or third parties have made or attempted to make changes to the item, other items have been attached to it that do not need to be attached to it or if these have been processed or processed in a manner other than the prescribed one. The Client is also not entitled to a warranty if the defect is caused by or is the result of circumstances beyond Akcelo's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) et cetera.
4. The Client is obliged to inspect the delivered goods or have them inspected, immediately at the moment the goods are made available to him or the relevant work has been carried out. In doing so, the Client should examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements that the parties have agreed on in this regard. writing within seven days of delivery Akcelo be reported writing immediately, but in any event no later than fourteen days after discovery thereof Akcelo be reported The report must contain as detailed a description as possible of the defect, so that Akcelo is able to respond adequately. The Client must give Akcelo the opportunity to investigate a complaint or have it investigated.
5. If the Client complains in time, this does not suspend his payment obligation. In that case, the Client also remains obliged to purchase and pay for the other items ordered and that which it Akcelo to do.
6. If a defect is reported later, the Client will no longer be entitled to repair, replacement or compensation.
7. If it is established that an item is defective and a complaint has been made in this respect in good time, Akcelo the defective item within a reasonable period of time after its return or, if return is not reasonably possible, written notification of the defect by the Client, at the option of Akcelo. replace it or arrange for its repair or pay replacement compensation to the Client for this. In the event of replacement, the Client is obliged to return the replaced good to Akcelo and to transfer ownership thereof to Akcelo , unless Akcelo indicates otherwise.
8. If it is established that a complaint is unfounded, the costs incurred as a result thereof, including the investigation costs incurred by Akcelo as a result, will be borne in full by the Client.
9. After the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.
10. Contrary to the statutory limitation periods, the limitation period for all claims and defenses against Akcelo and the third parties involved by Akcelo in the performance of an agreement is one year.

Article 9 Liability

1. If Akcelo should be liable, this liability is limited to what has been arranged in this provision.
2. Akcelo is not liable for damage of any nature whatsoever caused by Akcelo relying on incorrect and/or incomplete information provided by or on behalf of the Client.
3. If Akcelo should be liable for any damage, Akcelo limited to a maximum of once the invoice value of the order, or at least to that part of the order to which the liability relates.
4. liability Akcelo is in any case always limited to the amount paid out by its insurer, if applicable.
5. Akcelo is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to remedy Akcelo the agreements as these can be attributed to Akcelo and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. Akcelo is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

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7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Akcelo or its managerial subordinates.

Article 10 Indemnity

1. The Client indemnifies Akcelo against any claims from third parties who suffer damage in connection with the performance of the agreement and the cause of which can be attributed to others than Akcelo . If Akcelo should be held liable by third parties on that basis, the Client is obliged to assist Akcelo both in and out of court and to immediately do everything that may be expected of it in that case. Should the Client fail to take adequate measures, Akcelo shall be entitled to take such measures itself, without notice of default being required. All costs and damage incurred by Akcelo and third parties as a result thereof will be entirely for the account and risk of the Client.

Article 11 Intellectual property

1. Akcelo reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual property laws and regulations. Akcelo has the right to use the knowledge gained through the performance of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is disclosed to third parties.

article 12 Applicable law and disputes

1. all legal relationships to which Akcelo Dutch law applies exclusively to The applicability of the Vienna Sales Convention is excluded.
2. The court in Akcelo 's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Akcelo the right to submit the dispute to the competent court according to the law.
3. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 13 Location and amendment of the terms and conditions

1. These terms and conditions are filed with the Chamber of Commerce in Arnhem under number 09165443.
2. The most recently filed version or the version that applied at the time of the establishment of the legal relationship with Akcelo always applies.
3. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.