Article 1 General
1. These conditions are applicable to all offers, quotes and contracts between E.S.M. Vision B.V., hereinafter referred to as the User, and a Client to which the User has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.
2. These terms and conditions are further applicable to all contracts with the User that are executed with the assistance of third parties.
3. These terms and conditions also apply to employees of the User and the executive board.
4. The applicability of any purchase conditions or other conditions held by the Client is expressly rejected.
5. If one or more of the provisions of these general terms and conditions are invalid or set aside at any point in time, the remaining provisions of these general terms and conditions shall remain fully applicable. The User and the Client will in that case enter into consultation with a view to making an agreement to the substitution of the invalid or set aside provisions with new ones that approach, as closely as possible, the purpose and the tenor of the original provisions.
6. If there is anything unclear or contentious about the interpretation of any of the provisions in these General Terms and Conditions, then the interpretation will be made in accordance with the spirit of these provisions.
7. If a situation arises between parties that has not been provided for in these general terms and conditions, this situation will be assessed in accordance with the spirit of these General Terms and Conditions.
8. If the User does not insist on the strict observance of these General Terms and Conditions at all times, this does not mean that the provisions concerned have become inapplicable or that, in other cases, the User has in any way relinquished the right to insist on the strict observance of the provisions of these general terms and conditions.

Article 2 Offers and quotes
1. All quotes and offers made by the User are without obligation, unless an acceptance term has been included in the offer or quote. If no acceptance term has been included, no rights can be derived from the offer or quote in any way if the product to which the quote or offer relates in the meantime becomes unavailable.
2. The User cannot be held to the quote or offer, if the Client can reasonably see that (part of) it contains an obvious mistake or clerical error.
3. In the absence of statement to the contrary, the prices stated in the aforementioned offers and quotes are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including travel, stay, forwarding and administration expenses.
4. If the acceptance differs (on minor points) to the offer set out in the quote, the User is not bound to those differing points. In the absence of statement to the contrary by the User, the contract will not be formed in keeping with those different points.
5. A composite price statement does not oblige the User to perform a part of an order at a corresponding proportion of the stated price. Offers and quotes are not automatically applicable to future orders.

Article 3 Contractual period; execution terms, risk-transition, execution of and changes to contract; price increase
1. The contract between the User and the Client is entered into for an indefinite period, unless the nature of the contract implies otherwise or if the parties agree otherwise expressly and in writing.
2. If a certain term for the execution of certain activities or for the supply of certain goods has been specified, this will never be a preclusive period. When a deadline is not met, the Client should send the User a notice of default in writing. The User shall be offered a reasonable time to still follow up on the execution of the contractual obligations.
3. The User undertakes to execute the contract to the best of his knowledge, ability, and expertise. He will also base the work on the basis of current knowledge.
4. The User has the right to let third parties execute certain activities. The applicability of article 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code is expressly excluded.
5. If the User or third parties engaged by the User in the context of the order carry out work at the Client's location or a location indicated by the Client, the Client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.
6. Delivery shall take place at the User's location. The Client is obliged to purchase the goods when they are made available to the Client. If the Client refuses to purchase the goods or does not provide the information or instructions required for delivery, the User reserves the right to store the goods at the Client's own risk and cost. The risk of loss, damage or depreciation is transferred to the Client as soon as the goods are made available to the Client.
7. The User is allowed to execute the contract in stages, and to send invoices for separately executed stages after completion of a stage.
8. If it has been agreed that the contract will be executed in stages, the User reserves the right to suspend execution of the components forming part of a subsequent stage until the Client has approved the results of the preceding stage in writing.
9. The Client shall make sure that the User is provided in full and in good time with all information that the User indicates is necessary for the performance of the contract or which the Client could reasonably expect to understand is required. If the information required for the execution of the contract is not issued to the User on time or in full, the User reserves the right to suspend execution of the contract and/or to charge the Client with extra costs incurred as a result of the delay at the current market rates. The execution term shall start when the Client has made the information available to the User and no sooner. User is not liable for any damage, of whatever nature, arising from the fact that User was provided with incorrect and/or incomplete data by the Client.
10. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the contract for the correct execution, the parties shall enter into consultation in good time and amend the contract accordingly. If the nature, size, or content of the contract is changed, whether or not at the request or indication of the Client, the competent authorities, etc., and as a result the contract is changed qualitatively and/or quantitatively, that may have consequences for what was originally agreed upon. As a result the amount initially agreed upon can also be increased or decreased. The User will try to give price indications in advance as much as possible. By changing the contract, the originally specified period of execution may be changed. The Client accepts that the contract might be changed, including possible changes in price and the period of execution.
11. If the contract is changed, including possible additions, the User cannot start with the execution until an authorized person within the User's organization and the Client have agreed on the proposed price and other conditions, including the time during which the execution shall take place. It is no breach of contract if the User does not immediately implement the changed contract, and it is no reason for the Client to annul or terminate the contract.
12. Without being in default, the User can refuse a request for changing the contract if it may have consequences, in qualitative and/or quantitative terms, that may affect the activities to be performed or the goods to be delivered in this respect.
13. If the Client was to be in default during the proper fulfillment of the obligations toward the User, the Client is liable for all direct and indirect damages of the User.
14. If the User agrees on a fixed fee or fixed rate with the Client, the User shall none the less be entitled to increase that fee rate, without the Client being entitled to terminate the contract with that reason, if the increase of the fee results from an obligation in the law or legislation, or from an increase in the price of raw materials, wages etc. or different grounds that were not reasonably foreseeable when the contract was entered into.
15. If the price increase is more than 10% due to a change in the contract, and it occurs within three months after entering into the contract, only the Client is allowed to annul the contract by means of a written declaration based on title 5, section of Book 6 of the Dutch Civil Code, unless the User
• is prepared to enter into a contract on the basis of what was originally agreed upon;
• the price increase results from a power or an obligation of the User based on the law;
• it was stipulated that the delivery would take place longer than three months after entering into the agreement;
• or, in the case of delivery of goods, if it is stipulated that the delivery will take place longer than three months after the purchase.

Article 4 Suspension, dissolution and interim termination of the contract
1. The User is authorized to suspend compliance with his obligations or to dissolve the contract if the Client fails to meet his contractual obligations or meet them in full; after entering into the contract, the User becomes aware of circumstances that give the User good grounds to presume that the Client will not meet his obligations; upon entering into the contract the Client was required to furnish security for meeting his contractual obligations and has failed to provide that or sufficient security; or, because of the delay on the Client's side, the User can no longer be expected to execute the contract based on the originally agreed upon conditions.
2. The User is further authorized to dissolve the contract or have it dissolved if circumstances arise of such a nature that compliance with the contract is no longer possible or if circumstances arise of such a nature that the contract cannot reasonably be left in effect in unamended form.
3. If the contract is dissolved, the claims of the User on the Client shall become immediately due and payable. If the User suspends compliance with his obligations, he retains his claim by law and under the contract.
4. If the User chooses to perform a suspension or dissolution, he is in no way obliged to provide a compensation of damages and costs.
5. If the dissolution is attributable to the Client, the User shall be entitled to compensation for the damage, including the direct and indirect costs.
6. If the Client does not fulfill his obligations under the contract and this non-compliance justifies dissolution, the contract can be dissolved by the User immediately without having an obligation to pay (damage) compensation, while the Client, because of negligence, is obliged to pay (damage) compensation.
7. If the contract is prematurely terminated by the User, the User will arrange in consultation with the Client for the work not yet carried out to be transferred to third parties, unless the termination can be attributed to the Client. If the User incurs extra
costs when transferring the work, the Client shall be obliged to compensate the User for those costs. The Client is obliged to pay these costs within the said period, unless the User indicates otherwise.

8. In case of liquidation, of (a request for) suspension of payment or bankruptcy, of seizure - if and to the extent that it is not cancelled within three months, - debt relief or other circumstances because of which the Client does not have free access to his capital and reserves, the User is free to immediately cancel the order or contract, without any obligation to pay any (damage) compensation. All amounts the Client owes the User are payable immediately in this case.

9. If the Client cancels a placed order wholly or partially, the costs for the work that was being carried out and the goods ordered or prepared for it, will be added to any transport or delivery costs and the costs for the reserved working time for the execution of the contract and they will be charged to the Client integrally.

Article 5 Force majeure

1. User shall not be required to fulfill any obligation to the Client if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the User but which prevent the User from meeting his obligations. That includes strikes at the User's business or the business of third parties. The User shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after the user should have met his obligations.

3. The User can suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

4. If the User has already partly met or will partly meet his contractual obligations when the period of force majeure begins and independent value can be attached to the obligations fulfilled with or to be fulfilled with, the User reserves the right to separately charge for the obligations already fulfilled with or to be fulfilled with. The Client is obliged to pay that charge as though it were a separate contract.

Article 6 Payment and collection costs

1. Payment must always be made within 14 days after the invoice date, in the way stated by User and in the currency in which the invoice was sent, unless User indicated otherwise in writing. User is entitled to send invoices periodically.

2. If the Client fails to remit payment within the 14-day period, the Client shall be held in default by operation of law. The Client is obliged to pay 2% interest per month, unless the statutory interest is higher, in which case the statutory interest is payable. The Client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time.

3. The User reserves the right to have payments made by the Client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. The User can refuse a payment offer, without thus being in default, if the Client indicates a different order of allocation. The User can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.

4. The Client is never entitled to settlement of the amount due by him to the User. Objections to the amount due on an invoice, does not suspend the payment obligation. If a Client does not have any rights based on section 6:53 (articles 231-247 of Book 6 of the Dutch Civil Code) is not entitled to suspend the payment of an invoice for any different reasons.

5. If the Client is in default or negligent during the (temporary) complying with his obligations, all reasonable costs incurred in receiving a satisfactorily result outside of the court will be charged to the Client. The extrajudicial costs are calculated on the basis of what is customary in the Dutch debt collection practices - at the moment that is the calculation method according to Rapport Voorwerk II. However, if the User has incurred higher costs for debt collection than was reasonably necessary, the actual costs are eligible for reimbursement. All judicial and extrajudicial (debt collection) costs shall be for the Client's account. The Client is liable for payment of interest over the debt collection costs.

Article 7 Retention of title

1. All goods delivered by the User remain the property of the User until the Client has met in full all of the obligations under the contract entered into with the User; this to be decided at the User's discretion.

2. Goods delivered by the User and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment. The Client is not authorized to pledge or encumber in any other way the goods covered by retention of title. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the Client is obliged to notify the User as soon as may reasonably be expected. The Client is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to provide the insurance policy thereto for inspection on demand. In the event of any benefit of the insurance, the User is entitled to these entitlements. The Client will, in advance, state that he will cooperate as much as possible in all cases that require cooperation or situations in which it is desirable.

3. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

4. In the event of the User wishing to exercise his property rights as provided for in this article, the Client hereby gives unconditional and irrevocable permission, now for then, for the User or third parties engaged by the User to enter the places where the property of the User is located and to repossess that property.

Article 8 Warranty, inspection and complaints, expiry period

1. The goods to be delivered by the User shall meet the usual requirements and standards that reasonably apply on the time of delivery, intended for normal use in the Netherlands. The warranty referred to in this article shall apply to goods that are intended for use within the Netherlands. For use outside of the Netherlands, the Client should verify if the use of the goods is suitable for use in the intended country and if they meet the local requirements. In such case the User can provide different warranty and other conditions applicable to the goods to be delivered or work to be carried out.

2. The warranty named in paragraph 1 of this article shall apply for a period of 1 week after delivery, unless the nature of the goods requires otherwise, or the parties have agreed otherwise. If the warranty provided by the User applies to a product produced by a third party, the warranty is limited to the warranty provided by the actual producer of the product, unless otherwise specified.

3. Any form of warranty is void if a defect is caused by or results from incorrect or improper use or use after the sell-by date, incorrect storage or maintenance by the Client and/or by third parties. If a defect is caused by the User and/or by third parties, the Client is not entitled to invoke warranty. If the warranty provided by the User applies to a product produced by a third party, the warranty is limited to the warranty provided by the actual producer of the product, unless otherwise specified.

4. The Client shall inspect the deliverables or have them inspected as soon as they are made available to him or when the activities have been carried out. The Client should also check if the quality and/or quantity of the deliverables correspond with what was agreed upon and if they meet the requirements that the parties had agreed upon. Any visible defects should be reported to the User in writing within seven days after delivery. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

5. If the Client files the complaint in time, this does not suspend his obligation to pay. In that case the Client is entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

6. If the Client is not able to inspect the deliverables or have them inspected as soon as they are made available, the Client is not entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

7. If the Client files the complaint in time, this does not suspend his obligation to pay. In that case the Client is entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

8. If the Client files the complaint in time, this does not suspend his obligation to pay. In that case the Client is entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

9. If the Client files the complaint in time, this does not suspend his obligation to pay. In that case the Client is entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

10. If the Client files the complaint in time, this does not suspend his obligation to pay. In that case the Client is entitled to demand that the User provide a replacement, reparation or compensation for the defect. If it is established that a complaint is unfounded, the resulting costs shall be charged to the Client.

Article 9 Liability

1. In the event of the User being held liable, that liability shall be limited to the provisions of this clause.

2. The User is not liable for any damage, of whatever nature, arising from the fact that the User was provided with incorrect and/or incomplete data by the Client.

3. If the User is liable for any damage, the liability of the User shall be limited up to the invoice value of the order, or at least to that part of the order to which the liability relates.

4. The User's liability is at all times limited to the invoice value of the order, or at least to that part of the order to which the liability relates.

5. The User shall only be liable for direct damages.

6. Direct damage means only the reasonable costs of determining the cause and extent of the damage, to the extent that the Client proves that
these costs have helped reducing the direct damage as stipulated in these general terms and conditions. The User is never responsible for indirect damage and/or loss such as consequential damage, lost profit, lost savings and damage as a result of business interruption.

7. The limitations included in this article are subject to exception in cases when the damage results from an intentional act or omission on par with gross negligence on the part of the User or his managing subordinates.

Article 10 Indemnification
1. The Client indemnifies the User against claims of third parties that suffer damages resulting from the execution of the contract and for which the Client cannot be held responsible. If User is addressed by third parties in this matter, the Client is obliged to support the User in juridical matters and otherwise and to immediately do all that can be expected in this case. If the Client fails to take adequate measures, the User is allowed to take measures himself without a notice of default. All resulting costs and damage suffered by the User and third parties, are integrally charged to the Client, also transferring the risk.

Article 11 Intellectual property
1. The User reserves the rights and powers enjoyed by the User under the Dutch Copyright Act. The User reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information of the Client being disclosed to third parties.

Article 12 Applicable law and disputes
1. All legally binding transactions between User and another party are governed by Dutch law only, also if part of this transaction is fully or partially executed abroad, or if the other party in the legally binding transaction resides there. The Vienna Sales Convention is expressly excluded.
2. All disputes are to be made known to the judge at the User's location, unless the applicable law states otherwise. Nevertheless, the User reserves the right to submit the dispute to the court deemed competent by law.
3. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 13 Source of (amended) conditions
1. These conditions have been filed on 27 July 2018 with number 72057491 at the Chamber of Commerce the Netherlands.
2. The most recently filed version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.
3. In event of conflicting interpretations, the Dutch-language version of the General Terms and Conditions prevails at all times.