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Right of retention and public sale</p> <p>A. <u>GENERAL</u></p> <p>1 Definitions</p> <p>In these Delivery Terms and Conditions the following definitions apply:</p> <p><u>Activities:</u> all services to be performed by Kleinveld for Client under an Agreement, including Maintenance and Storage.</p> <p><u>Kleinveld:</u> Kleinveld Onderhoud B.V., the user of these Delivery Terms and Conditions.</p> <p><u>Delivery Terms and Conditions:</u> these terms and conditions of delivery of Kleinveld for Maintenance and Storage.</p> <p><u>Maintenance:</u> the Activity in which Kleinveld performs work (including repairs and the (periodic) replacement of parts) on the Maintenance Product.</p> <p><u>Maintenance Product:</u> the object of Client on which Kleinveld is performing maintenance.</p> <p><u>Client:</u> any natural person or legal entity with whom Kleinveld enters into an Agreement or to whom Kleinveld makes an offer.</p> <p><u>Storage:</u> the Activity whereby Kleinveld takes custody of Storage Goods in/on its business premises on behalf of its Client.</p> <p><u>Storage Objects:</u> the items which the Client temporarily stores with Kleinveld.</p> <p><u>Agreement:</u> the agreement concerning (a combination of) Activities, however named or designated, between Kleinveld and Client.</p> <p><u>Party/Parties:</u> Kleinveld and/or the Client.</p>	<p>2 Applicability</p> <p>2.1 All offers and/or quotations and all Agreements of Kleinveld and its Client shall be exclusively governed by these Delivery Terms and Conditions. Once an agreement has been concluded with the Client on the basis of the Delivery Terms and Conditions, the Client agrees to the applicability of these terms and conditions to future and/or follow-up agreements and Activities with/of Kleinveld.</p> <p>2.2 General (purchase) terms and conditions and other stipulations (derogating from the Delivery Terms and Conditions) used by the Client are expressly rejected by Kleinveld, even if they are referred to in offers, invoices and/or on stationery, unless these have been expressly accepted by Kleinveld in writing.</p> <p>2.3 If any provision or any part of a provision of the Delivery Terms and Conditions is, for any reason, wholly or partly not binding, this will not affect the binding nature of the remaining provisions of the Delivery Terms and Conditions or of the remaining part of the provision concerned.</p> <p>2.4 Kleinveld is entitled to unilaterally amend these Delivery Terms and Conditions. Amendments shall also apply to Agreements already concluded. Amendments shall be communicated to the Client in writing or by e-mail and shall enter into force thirty (30) days after such notification, unless another date is stated in the notification.</p> <p>2.5 The Delivery Terms and Conditions also extend to third parties engaged by Kleinveld for (the performance of) its Activities.</p> <p>3 Offers and the conclusion of the Agreement</p> <p>3.1 All offers made by Kleinveld are without obligation, unless expressly stated otherwise. The offers of Kleinveld may not be multiplied or made available for inspection by third parties without the consent of Kleinveld. Kleinveld is at all times entitled to charge the cost of the offer/quotation to the Client.</p> <p>3.2 The offer(s) and/or quotation(s) is (are) dated and valid as of that day for 30 days. Kleinveld is not bound by the period of validity of offer(s) and/or quotation(s) and may therefore revoke its offer(s) and/or quotation(s) at any time. After acceptance of Kleinveld's offer(s) and/or quotation(s), whether or not within the 30-day period, the offer can only be revoked by Kleinveld immediately.</p> <p>3.3 Agreements (as well as amendments thereto) shall be established by written or electronic confirmation from Kleinveld and/or by acceptance of the offer(s) and/or quotation(s) by the Client, unless Kleinveld revokes its offer(s) and/or quotation(s) immediately after acceptance thereof by Client. Furthermore, an agreement is concluded when Kleinveld executes an order, in full or in part, given by the Client without prior confirmation. In that case, the Client shall always bear the risk for the performance of the (possibly multi-interpretable) Agreement and any resulting incorrect performance of the Activities. If the Agreement is concluded with two or more Clients, they are jointly and severally bound to fulfil the Agreement.</p> <p>3.4 For Agreements for which, in accordance with their nature and scope, no offer/quotation or order confirmation is made, the invoice is deemed to reflect the Agreement correctly and completely, unless a written complaint is lodged within eight days of the invoice date.</p> <p>3.5 All offers of Kleinveld are based on the information provided by the Client, the situation, including the presence or absence of objects, as described by the Client and/or as visually encountered upon the inspection, viewing or indication of the (location of the) Activities.</p> <p>3.6 Drawings, technical descriptions, designs and calculations produced by Kleinveld or on its behalf, remain the property of Kleinveld. The aforementioned items may not be made available or shown to third parties with a view to obtaining a comparable quotation. Nor may they be copied or otherwise reproduced. If no order is placed, these documents must be returned within 14 days after a request to that effect by Kleinveld at the Client's expense.</p>
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- 3.7 If an Agreement is concluded with two or more Clients, they shall be jointly and severally liable and Kleinveld will be entitled to performance of the entire Agreement vis-à-vis each of them.
- 4 Fees and expenses**
- 4.1 Kleinveld shall be entitled to the entire and agreed fee, including all expenses incurred by Kleinveld in the context of the performance of the Agreement. The expenses associated with the performance of the Agreement shall be deemed not to be included in the fee, unless otherwise agreed in the Agreement.
- 4.2 The fee is the remuneration for the work performed by Kleinveld in respect of the performance of the Agreement. The expenses are all other costs that do not concern payment for the actual execution of the work, but are (indirectly) related to it, such as (among other things, but not exclusively) travel and accommodation expenses, (multiplication) costs of documents, photos and scale models, land registry, translation and administrative charges and other advance payments.
- 4.3 Kleinveld shall always be entitled to charge the expenses separately to the Client. Under no circumstances is the Client authorised to suspend and/or set off its payment obligation in respect of the expenses.
- 5 Prices, changes and additional work**
- 5.1 All prices mentioned in Kleinveld's offers are expressed in Euros (€) and are gross prices, exclusive of tax(es) and/or levies (including turnover tax and import and export duties) and environmental levies, unless explicitly indicated and/or agreed otherwise.
- 5.2 The prices and other conditions are based on the type and scope of the goods, services and/or work to be delivered/performed as stated in the offer. Split orders give Kleinveld the right to revise the prices and conditions stated in the offer.
- 5.3 Kleinveld shall be entitled to increase the price in the event of a price increase of cost-determining elements after the offer and/or quotation and/or between the time of the conclusion of the Agreement and its completed performance, and irrespective of its foreseeability. Cost-determining elements shall include, but not exclusively, cost increases resulting from increases or changes in wages, charges, taxes, duties, user fees, freights, levies, prices of raw materials and energy, as well as changes in exchange rates, increases in costs charged by suppliers or changes in the law. Such a price increase shall not entitle the Client to terminate the Agreement. The price increase applies to those parts of the Agreement that have not yet been completed.
- 5.4 Kleinveld is entitled, even without notifying or consulting the Client, but always with due observance of the principles of reasonableness and fairness, to replace goods and/or make changes to the agreed Activities or to perform additional work if it deems this necessary for the proper and professional performance of the agreed Activities or if it becomes necessary as a result of new or amended (government) regulations.
- 5.5 Kleinveld is entitled to charge separately for additional work. Additional work is deemed to be anything delivered, installed and/or performed by Kleinveld in excess of the quantities and/or activities explicitly laid down in the Agreement and/or the order confirmation.
- 5.6 Samples and specimen copies may be charged by Kleinveld, unless expressly agreed otherwise by Agreement. Samples and specimen copies that are not made at the Client's request, may be returned free of charge within 14 days of receipt. Delivery costs and any manufacturing and return costs shall be borne by the Client at all times. Samples and specimen copies made at the Client's request, may never be returned.
- 6 Payment**
- 6.1 Payments must be made within the payment term stated on the invoice and in any case fourteen days after the invoice date, unless agreed otherwise in writing, failing which the Client shall be in default by operation of law, without any demand or prior notice of default being required.
- 6.2 If the Client fails to pay any amount due by him on time, an interest rate of 1% per month shall be payable on the (invoice) amount from the due date of the invoice until the date of full payment.
- 6.3 All judicial and extrajudicial costs related to the collection of any claim against the Client shall be borne by him, without having to be notified by Kleinveld. The extrajudicial costs shall be at least 15% of the invoice amount(s), with a minimum amount of € 750.
- 6.4 If payment in instalments has been agreed, Kleinveld shall send the relevant instalment invoice to the Client on or after the occurrence of a payment term. The turnover tax payable by the Client to Kleinveld shall be stated separately.
- 6.5 Kleinveld shall always be entitled to demand a down payment and/or an advance payment and/or a provision of security from the Client prior to (the performance of) Activities and/or additional work. Kleinveld is entitled to demand this during the term of the Agreement and with respect to follow-up agreements. If the Client does not comply with the request for down payment and/or an advance payment and/or a provision of security, Kleinveld shall be entitled to terminate the Agreement, whereby Kleinveld shall be entitled to compensation. The Client can not enforce any rights regarding the performance of the Agreement before the requested down payment and/or an advance payment and/or a provision of security has taken place.
- 6.6 The Client has the duty to immediately report inaccuracies to Kleinveld in payment data that have been provided or stated.
- 6.7 Payments made by or on behalf of the Client serve successively to pay the extrajudicial collection costs due, the judicial costs, the interest due and then, in chronological order of oldest in date, the outstanding principal sums, regardless of any instructions to the contrary from the Client.
- 6.8 Without Kleinveld's express permission, the Client shall not be permitted to suspend, to offset or to balance its payment obligation(s) vis-à-vis Kleinveld with any claim of the Client against Kleinveld for whatever reason. The Client may not invoke a right of retention against Kleinveld.
- 6.9 Complaints regarding invoices of Kleinveld should be submitted in writing within 8 days after the invoice date, failing which the invoice shall be deemed correct and complete and any claims against Kleinveld in this respect shall lapse.
- 6.10 If the Client fails to comply with any obligation under the Agreement and/or Delivery Terms and Conditions, all claims which Kleinveld holds vis-à-vis the Client shall become immediately due and payable, without any further notice of default being required, and Kleinveld shall also be entitled to suspend its (further) performance of all its obligations arising from the legal relationships with the Client.
- 7 Performance and deadlines**
- 7.1 Unless otherwise agreed in writing, the Activities shall start after the Agreement has been concluded and after and as long as Kleinveld disposes of all the provisions necessary for the performance and all objects, documents, drawings, calculations, licences, exemptions, approvals, allocations and data necessary for the performance and/or to be provided by the Client, after the Client has provided information on the applicable safety measures and after any stipulated advance payment has been received by Kleinveld or security has been provided for Kleinveld's benefit.
- 7.2 Kleinveld will execute the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship and will make every effort to properly perform the Activities whether or not by engaging third parties - whether or not on behalf of and at the expense and risk of the Client - and whether or not in parts.
- 7.3 The time limits specified by Kleinveld within which the Activities will be carried out are always approximate and do not apply to Kleinveld as strict deadlines, unless expressly agreed otherwise in writing.
- 7.4 If the Agreement is amended or supplemented, the time limits within which the Activities are carried out, may be adjusted by Kleinveld.

- 7.5 In case of late performance of the Activities, Kleinveld shall be in default only after a written notice of default.
- 7.6 If strict (performance) deadlines are exceeded, or in the event of default after written notice of default, the Client is not entitled to compensation and/or non-performance of any of its obligations under the Agreement, but only to request performance within a reasonable period set by the Client.
- 7.7 If the Activities cannot be performed because the Client has not given Kleinveld sufficient opportunity to do so and/or because the Client has not provided Kleinveld with sufficient information and/or instructions necessary for the performance, the Client shall be in default by operation of law and all consequences thereof shall be for the Client's account. Kleinveld shall then be entitled to recover from the Client all damage it suffers as a result of not being able to perform the Activities or not being able to perform them on time.
- 7.8 In the event of force majeure, as well as if delays have been caused by the actions or omissions - culpable or not - of the Client or a third party, the time limits within which the Activities are to be performed will be extended by at least the duration of the delay.
- 8 Complaints**
- 8.1 Complaints regarding non-visible defects or shortcomings in respect of the Agreement must be reported by the Client to Kleinveld in writing immediately, or at least within 8 days after discovery thereof, failing which any claim against Kleinveld with respect to those defects or shortcomings shall lapse.
- 8.2 If the Client himself has carried out work on the Maintenance Product, or has had work carried out by third parties, any liability of Kleinveld in this regard expires immediately, as do any guarantees issued by Kleinveld.
- 8.3 A complaint submitted by the Client regarding the Maintenance does not suspend the (payment) obligation(s) of the Client nor does it give the Client any right of set-off.
- 8.4 If a complaint by the Client is unfounded, the costs thereby incurred by Kleinveld, including any investigation costs, shall be borne in full by the Client.
- 9 Liability of Kleinveld**
- 9.1 Kleinveld is not liable for damage caused by incorrect and/or incomplete information provided by or on behalf of the Client, as well as damage caused by inaccuracies or defects in the designs, images, drawings, sketches, calculations, samples, specimens, examples, shapes, machines, tools and (auxiliary) materials provided by or on behalf of the Client to Kleinveld.
- 9.2 Kleinveld is not liable for damage caused by incorrect or unauthorised use, excessive load and/or inadequate maintenance of all objects originating from the Client by the Client.
- 9.3 With the exception of the amount of the insurance excess, Kleinveld shall in no event be liable for any event or series of events, losses, costs or damages, which fall/falls or should fall under the coverage of the Client's insurance(s).
- 9.4 Parties shall be liable vis-à-vis each other for the insurance excess under the insurance policies of the other Party to the extent that the acts or omissions of that Party gave rise to a claim under the insurance policy of the other Party. The liability under this paragraph shall in no case exceed EUR 25,000 (twenty-five thousand euros) per event. Client shall indemnify Kleinveld against all claims, costs, liabilities and damages exceeding the aforementioned liability limit.
- 9.5 Without prejudice to the limitations of Kleinveld's liability agreed elsewhere in these Delivery Terms and Conditions, Kleinveld's liability shall, in all cases, be limited to compensation of only the direct damage in connection with an attributable failure in the performance of an Agreement and to a maximum of the amount paid out by its insurer and in any case limited to a sum of EUR 5,000,000.
- 9.6 Kleinveld shall not be liable for any form of indirect loss, including but not limited to consequential loss, for example consisting of direct or indirect trading loss, stagnation damage, delay damage, loss of orders and loss of profits. Kleinveld shall furthermore not be liable for penalty damage.
- 9.7 Furthermore, a failure on the part of Kleinveld shall only be attributable if there is intent or gross negligence on the part of an executive officer of Kleinveld.
- 9.8 The Client indemnifies Kleinveld against all claims of third parties, however called, related to the (performance of) Activities of Kleinveld.
- 9.9 Any right to claim on the part of the Client, including for damage or for the repair or replacement of objects and/or the supply of a missing part, shall lapse if the defect, the fault, the shortcoming or the damage is reported too late and, in any case, shall lapse one year after the performance of the Activity(ies), unless the Parties have agreed on a different period by Agreement .
- 10 Liability of the Client**
- 10.1 The Client is responsible, inter alia, for the (content, accuracy and suitability of the) designs, drawings, calculations, specifications, data, items and materials provided by him or on his behalf, as well as for the orders, instructions and instructions given by him or on his behalf. The Client indemnifies Kleinveld against claims by third parties in connection with the aforementioned information, data and decisions.
- 10.2 The Client guarantees that the movable and immovable property with which, on which and/or to which Activities are performed by Kleinveld or third parties engaged by Kleinveld are safe and suitable for the Activities concerned.
- 10.3 The Client is liable for all damage resulting from defects in equipment, objects or auxiliary materials made available or prescribed by the Client.
- 10.4 The consequences of complying with statutory provisions or government decisions that come into force after the date of the offer shall be borne by the Client.
- 10.5 All costs and/or damage resulting from circumstances which Kleinveld did not, in all fairness, have to take into account when entering into the Agreement, shall be borne by the Client.
- 11 Force majeure**
- 11.1 In the event of force majeure on the part of Kleinveld, Kleinveld shall be entitled – at its discretion – either to suspend the performance of the Agreement for the duration of the force majeure, or to terminate the Agreement in whole or in part, such without judicial intervention and without Kleinveld being obliged to pay any compensation.
- 11.2 Force majeure is defined as every circumstance beyond Kleinveld's control - even if already foreseeable at the time of the conclusion of the Agreement - which permanently or temporarily prevents the fulfilment of the Agreement or makes it onerous, as well as, insofar as not already included, war, floods, epidemics, scarcity of materials, equipment, work materials, absence of supplies necessary for Kleinveld (such as raw materials, goods, water and electricity), revocation of licences, lack of manpower and/or personnel, strikes, unworkable days due to (extreme) weather conditions (such as high winds) and other similar events and/or serious disturbances in the company of Kleinveld or one of its suppliers and/or subcontractors. This applies regardless of whether the circumstances causing the force majeure occur in the Netherlands or in another country.
- 11.3 If the force majeure arises while the Agreement has already been partly performed, the Client shall, if the remaining delivery (of the goods and/or services) is delayed by more than three months due to force majeure, be entitled either to keep the part already delivered and pay the part of the agreed price that is due, or to terminate the Agreement in respect of the part already performed, subject to the obligation to return for his account and risk what has already been delivered, but only if the Client can prove that the part already delivered cannot be used effectively as a result of the delay in the delivery of the remaining part.
- 12 Retention of title**
- 12.1 All goods delivered by Kleinveld shall remain Kleinveld's property until the moment of full payment of all that Kleinveld may claim under the Agreement(s) concluded with the Client. This

- shall also include interest and costs and claims due to the Client's failure to perform such Agreement. Furthermore, ownership will only be transferred to the Client when the Client has paid all claims of Kleinveld, also on account of other deliveries, in full. The Client shall not be entitled to invoke a right of retention with respect to the safekeeping costs or to offset these costs against the performances owed by him.
- 12.2 The Client is not entitled to alienate, rent out, give in use to third parties, pledge or otherwise encumber for the benefit of third parties any goods falling under the retention of title, other than in the ordinary course of business. In case of breach of this stipulation, the price owed, regardless of the payment conditions, shall be immediately due and payable in full. In case of a permitted resale the Client assigns to Kleinveld, upon conclusion of the Agreement, all rights arising from the resale to collect the purchase price.
- 12.3 Without prejudice to Kleinveld's other rights, Kleinveld is irrevocably authorised by the Client, in the event that the Client fails to fulfil its obligations vis-à-vis Kleinveld, to enter the premises of the client without any notice of default or judicial intervention and to repossess the goods supplied by Kleinveld and/or belonging to Kleinveld.
- 12.4 In case of attachment, (provisional) suspension of payment or bankruptcy, the Client is obliged to immediately inform the attaching bailiff, administrator or insolvency practitioner of the (ownership) rights of Kleinveld.
- 13 Personal data**
- 13.1 In performing its obligations under the Agreement, the Client shall comply with all applicable laws and regulations regarding the protection of personal data. The Client shall treat personal data confidentially in accordance with the Dutch General Data Protection Regulation [*Algemene Verordening Gegevensbescherming* (AVG)] and related laws and regulations. The Client does not require any data from Kleinveld that Kleinveld is not permitted to provide under the relevant laws and regulations. The Client is responsible for the further processing of the data provided by Kleinveld.
- 13.2 The Client is responsible for ensuring that personal data are only provided to Kleinveld if and insofar as the Client is entitled to do this and has obtained any necessary consent from the persons concerned. The Client shall inform a third party of any personal data registered about him or her and the manner in which, when and for what purpose such data will be processed.
- 13.3 The Client indemnifies Kleinveld against any claims by its employees or other third parties against Kleinveld in connection with a violation by the Client of the provisions of this article and reimburses any related costs incurred by Kleinveld.
- 14 Confidentiality**
- 14.1 The Client undertakes to keep confidential all confidential information obtained from Kleinveld in the context of the Agreement. Information shall be considered confidential if this has been communicated by Kleinveld to the Client or if it arises from the nature of the information. Offers, proposals, quotations and the Agreement (as well as prices and rates mentioned therein) are always confidential in nature. In case of breach of confidentiality, the Client forfeits an immediately payable fine of € 10,000 per event, without prejudice to Kleinveld's other rights under the Agreement and the Delivery Terms and Conditions, including the right to claim (additional) damages.
- 14.2 Kleinveld has the right to use the Client's name as a reference and to publicly disclose it as such.
- 15 Transfer of rights and obligations**
- 15.1 The Client is not permitted to pledge, sell or transfer the rights and obligations it has under the Agreement to a third party, except with the prior written consent of Kleinveld.
- 15.2 At any time, Kleinveld is permitted to pledge its rights under the Agreement, or to sell or transfer these to a third party.
- 16 Termination by giving notice, suspension and termination**
- 16.1 Kleinveld has the right to terminate the Agreement by giving notice at any time without the need for a substantial reason. Notice of termination by Kleinveld must be given in writing.
- 16.2 The Agreement may be terminated by giving notice by the Client with due observance of a reasonable period of time and by means of a written and registered notice addressed to Kleinveld, which must state the substantial reason for the termination, as well as the date as of which the termination is to take effect.
- 16.3 Kleinveld is entitled to the fully agreed fee if the Agreement is terminated before the Activity is completed or the time for which it was granted has expired, unless the premature termination is attributable to circumstances for which Kleinveld is responsible.
- 16.4 The above does not affect the Client's obligation to fully reimburse all expenses incurred by Kleinveld.
- 16.5 Furthermore, in the following cases Kleinveld shall be entitled, without notice of default and without judicial intervention, either to suspend the execution of the Agreement or to terminate it in whole or in part, without having to pay any compensation or to provide a guarantee and without prejudice to its other rights:
- o if the Client fails to comply with any of its obligations arising from the Agreement concluded with Kleinveld or any Agreement related thereto;
 - o if there are good reasons to fear that the Client is not or will not be able to comply with its obligations vis-à-vis Kleinveld;
 - o in case of bankruptcy, suspension of payments, shutdown, liquidation, guardianship order or full or partial transfer of the Client's company, including the transfer of part of his receivables.
- 16.6 In each of the cases mentioned in the previous paragraph, all claims of Kleinveld against the Client shall be immediately due and payable in full, the Client shall be obliged to immediately return the property of Kleinveld and Kleinveld shall be entitled to gain access to the grounds and buildings of the Client and to enter these, in order to take possession of the property in question. All costs involved and damages suffered by Kleinveld as a result thereof shall be for the account of the Client.
- 17 Applicable law and disputes**
- 17.1 All legal relationships between Kleinveld and the Client shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods [*Weens Koopverdrag*] and foreign laws is expressly excluded.
- 17.2 The Dutch text of the Delivery Terms and Conditions shall always be decisive for its interpretation.
- 17.3 All disputes arising from or in connection with the Agreement(s) and/or these Delivery Terms and Conditions shall be subject to the jurisdiction of the competent court in the District Court of Noord-Nederland, location Assen.
- B. MAINTENANCE**
- 18 Applicability**
- 18.1 Part B ("**MAINTENANCE**") applies to all requests, offers and Agreements relating to Maintenance by Kleinveld.
- 18.2 Part A ("**GENERAL**") applies in full to requests, offers and Agreements relating to Maintenance, unless Part B or the Agreement expressly derogates therefrom.
- 19 Obligations of the Client**
- 19.1 The Client is obliged to provide Kleinveld with a clear and written description of the nature, origin, properties and composition of the Maintenance Product prior to the performance of Maintenance. In addition, the Client is obliged to ensure that all other data that Kleinveld indicates are necessary, or that the Client should reasonably understand are necessary for the performance of the Maintenance, are provided to Kleinveld in time and/or on Kleinveld's instructions. The Client guarantees the correctness and completeness of all such information.
- 19.2 The Client is obliged to render all cooperation required by Kleinveld for the performance of the Agreement by Kleinveld

	(in a timely manner) and to take all necessary measures and obtain all licences, all at the Client's risk, unless agreed otherwise in the Agreement.	22.8	As from the moment of delivery, the result of the Maintenance is for the account and risk of the Client. The Client indemnifies Kleinveld (in respect of all liability) for damage suffered by the Client and/or third parties.
19.3	Without Kleinveld's prior written or electronic consent, the Client is not permitted to transfer its rights and obligations under the Agreement to a third party before the day on which the work is considered to have been completed.	22.9	The Client is obliged to take delivery of the Maintenance Product within 8 working days after Kleinveld has issued the notification of completion to the Client. If the Client refuses to take delivery, Kleinveld is entitled, at the expense and risk of the Client, to take all measures in this regard (such as storage by third parties) that Kleinveld considers desirable, without prejudice to its other rights. Any costs and/or damage incurred by Kleinveld in this case shall be for the account and risk of the Client, whereby at least a lump sum of EUR 250 shall be due in this respect.
19.4	The Client has the obligation to timely inform Kleinveld in writing about or to warn Kleinveld of circumstances relevant to the performance of the Agreement.		
20	Insurance	23	Cessation of the work in incomplete condition and termination by giving notice
20.1	The Client is obliged to insure the Maintenance Product at its own expense against all possible damage and/or theft. Unless agreed otherwise in the Agreement, the Client is specifically obliged to take out and maintain insurance during the term of the Agreement - where applicable - that provides at least adequate cover for material loss and/or property damage and/or injury caused to or by the Maintenance Product. The insurance should provide cover at the location where the Maintenance is carried out, as well as during any transport. Furthermore, the Client shall take out all mandatory statutory insurances prescribed by the applicable legislation.	23.1	The Client is authorised to terminate all or part of the Agreement at all times. In that case, Kleinveld shall be entitled to the contract price, plus the costs it has incurred as a result of the non-completion and minus the costs saved by the termination. Instead of the preceding claim, Kleinveld shall be entitled to charge 20% of the value of the uncompleted part of the work. Kleinveld shall send the Client an itemised final statement of what the Client owes Kleinveld as a result of the interim termination/termination by giving notice.
20.2	The minimum coverage of said insurance is EUR 2,500,000 per claim and EUR 5,000,000 per year. The Client shall provide adequate proof of insurance and premium payment at the first request of Kleinveld.	24	Transfer of ownership
21	Duty to warn	24.1	The ownership of the parts which Kleinveld replaces in the context of the Maintenance of the Product shall, after replacement, pass to Kleinveld without the Client receiving any compensation from Kleinveld in this respect, unless otherwise stipulated in the Agreement.
21.1	The applicability of article 7:754 of the Dutch Civil Code [<i>Burgerlijk Wetboek</i>] is excluded and - to the extent that this does not seem possible in a particular case - Kleinveld is free to determine the manner in which it implements (in terms of content and in what form) its duty to warn as referred to in article 7:754 of the Dutch Civil Code.	25	Warranties
22	Delivery	25.1	New parts that Kleinveld adds to, installs to and/or otherwise unites with the Maintenance Product as part of the Maintenance, are only covered by the warranty provided by the manufacturer or importer for these parts, insofar as a successful claim can actually be made to that manufacturer or importer for that warranty. On used parts the warranty shall only apply insofar as agreed in writing.
22.1	The work relating to the Maintenance shall at all times be deemed to have been delivered, carried out and approved at the moment when Kleinveld notifies the Client that the result of the work is ready for delivery and the Client has approved it.	26	Right of retention
22.2	Kleinveld's requesting the invoice data from the Client, or Kleinveld's sending the invoice, constitutes notification of completion and an invitation to the Client to accept the result of the Maintenance. Payment by the Client of the final invoice must be made within 30 days of the date of the final invoice, unless otherwise agreed in the Agreement.	26.1	Kleinveld is (without prejudice to all other rights) entitled to retain the Maintenance Product at the expense and risk of the Client until the claims relating to it, as well as all other claims which Kleinveld has against the Client, have been paid in full, that is unless sufficient security is provided for the payment of the claims and payment is not delayed as a result.
22.3	If the Client does not respond to the notification or invitation to inspect the Maintenance within 8 days, the Client is deemed to have accepted and approved the result of the Maintenance without an inspection taking place.	C.	STORAGE
22.4	If the Client pays Kleinveld's final invoice without any protest, the Client accepts the Maintenance without any inspection of the Maintenance and the Maintenance shall be deemed approved. The day of payment shall be considered the day of delivery.	27	Applicability
22.5	If the Client fails to pay the final account and makes timely use of the invitation to proceed to make an inspection, a completion report to be signed by or on behalf of both parties will be drawn up on the occasion of the inspection.	27.1	Part C ("STORAGE") shall apply to all requests, offers and Agreements relating to Storage by Kleinveld.
22.6	If the result of the Maintenance has been inspected and the Client has not informed Kleinveld in writing within 8 days thereafter whether or not it accepts or approves it, the result of the Maintenance work is regarded as delivered and approved.	27.2	Part A ("GENERAL") applies in full to requests, offers and Agreements relating to Storage, unless Part C or the Agreement expressly derogates therefrom.
22.7	If the Client rejects the result of the Maintenance, it must make the rejection in writing, stating the defects that are the reason for rejection. Minor defects will not be a reason for rejection, provided they do not impede any commissioning. After rejection by the Client, the defects that are accepted by Kleinveld, shall be repaired by Kleinveld as soon as possible.	28	Obligations of the Client
		28.1	The Client is required, when presenting the Storage Objects to Kleinveld, to provide a clear and written description of the nature, origin, numbers, characteristics, composition and hazard classes of the Storage Objects. The Client is furthermore obliged to present the Storage Objects to Kleinveld in good condition, properly packed and protected.
		28.2	The Client guarantees the accuracy and completeness of the description of the Storage Objects it presents. The Client guarantees and vouches that it complies with all applicable (EU and national) laws and regulations and has all required (irrevocable) licences to present the Storage Objects for Storage to Kleinveld.

28.3	The Client complies with all administrative obligations arising from the relevant (EU and national) laws and regulations and/or licences.	32.1	Kleinveld is not liable for damage and/or loss of the Storage Objects, except in the case where the Client proves that this is due to intent with the sole aim of causing the damage or gross negligence on the part of an executive officer of Kleinveld.
28.4	The Client is obliged to present the Storage Objects at locations and times indicated by Kleinveld. The Client shall offer the Storage Objects in such a way as to prevent loss, leakage, spillage or blowing away, as well as to prevent nuisance, danger, damage or injury for/to Kleinveld or third parties from being caused or arising.	32.2	For Storage Objects which are stored on open terrain or which can only be stored on open terrain or for which it is common practice at Kleinveld to store them on open terrain, any liability of Kleinveld for damage, possibly related to such storage, is excluded.
28.5	The Client guarantees at all times that the Storage Objects offered by it do not contain radioactive, asbestos-containing, corrosive, toxic, explosive and/or (seriously) contaminated material/waste.	33	Complaints
28.6	The Client is at all times obliged to (actively) cooperate with sampling/analysis of the Storage Objects by or on behalf of Kleinveld. The costs involved in this are always for the Client's account.	33.1	The Client has the obligation to examine and/or inspect the Storage Objects immediately when the Client takes them back.
28.7	The Client is fully liable for any government fines arising from the storage of Storage Objects and indemnifies Kleinveld in this regard.	33.2	If the Storage Objects are taken back by the Client without the Client, or someone else on his behalf, having determined their condition in the presence of Kleinveld, or without having informed Kleinveld of any visible loss or damage at the latest at the moment of taking them back, or if it concerns invisible loss or damage, within five working days after the Storage Objects have been placed at his disposal, expressing reservations to Kleinveld indicating the general nature of the loss or damage, he shall, except in case of proof to the contrary, be considered to have received, accepted and approved the objects in good condition, after which any claim against Kleinveld in respect of possible loss or damage of the Storage Objects shall lapse.
29	Insurance	33.3	A complaint of the Client regarding Storage does not suspend the Client's (payment) obligation(s) of this delivery and any other deliveries, nor does it entitle the Client to set-off.
29.1	The Client is obliged to insure the Storage Objects at his own expense against any possible damage and/or theft. Unless agreed otherwise in the Agreement, the Client is, more specifically, obliged to take out and keep an insurance during the term of the Agreement - as far as applicable - that at least adequately covers material loss and/or property damage and/or injury caused to or by Storage Objects. The insurance must provide cover at the location where the Storage is performed, as well as during possible transport. The Client will, furthermore, take out all compulsory legal insurances required by the applicable legislation.	33.4	If a complaint from the Client is unfounded, the costs incurred by Kleinveld including any investigation costs, shall be borne in full by the Client.
29.2	The insurance must provide sufficient coverage and the Client will provide sufficient coverage at Kleinveld's first request provide proof of insurance and premium payment.	34	Right of retention and public sale
30	Liability of the Client	34.1	Kleinveld shall (without prejudice to all other rights) be entitled to retain the Storage Goods at the expense and risk of the Client, until the claims relating thereto, as well as all other claims which Kleinveld may have against the Client, have been paid in full, that is unless sufficient security is provided for the payment of the claims and payment is not delayed as a result.
30.1	The Client is liable to Kleinveld and/or third parties for damage, loss and/or costs resulting from incorrect and/or misleading and/or incomplete descriptions, indications or communications, as well as for damage, loss and/or costs resulting from defects to the Storage Objects and/or to the packaging that have not been communicated beforehand, even if this damage, loss and/or costs arose through no fault of its own. If the weight is not or wrongly stated, Client is liable for all damage, loss and/or costs resulting from it.	34.2	Kleinveld is furthermore entitled, without observing any formality, to sell the Storage Objects at the place, in the manner and on the conditions Kleinveld sees fit, publicly or in another manner if the law allows this, at the expense of the Client and to pay itself from the proceeds all amounts owed by the Client to Kleinveld, after a written notice of default has been sent by Kleinveld and the Client has been granted a reasonable period of time to take back the Storage Objects after termination of the Agreement or at the time agreed upon or communicated to Kleinveld or at another time in case of one of the urgent reasons mentioned.
31	Relocation and (interim) repossession	34.3	If it is plausible that, in case of sale of the Storage Objects, the costs will be higher than the benefits or if no buyer is found despite a reasonable attempt thereto, Kleinveld is entitled to remove, have removed or destroy the Storage Objects. The Client will then remain liable for what is due, increased by the costs of removal or destruction.
31.1	Kleinveld is at all times entitled to move the Storage Objects to another storage location. The relocation will take place at the expense of Kleinveld unless this is: <ul style="list-style-type: none"> – in the interest of the Client; – as a result of circumstances for which Kleinveld is not liable is; – as a result of circumstances that, in all reasonableness, are not at the risk and expense of Kleinveld, or – as a result of government regulations. 	34.4	In case of sale of the Storage Objects, Kleinveld will keep what remains of the proceeds after deduction of all costs and all claims against the Client, at the Client's disposal for five years, after which period the remainder, if not claimed, will fall to Kleinveld.
31.2	Kleinveld shall at all times be entitled to demand the repossession of the Storage Objects received in custody before expiry of the Storage period and without respecting any notice period, if there is an urgent reason, without being liable for compensation towards the Client.		
31.3	An urgent reason shall be considered to be present, inter alia, if the Client does not comply with one or more other provisions of this section, if it appears that due to the presence of the Storage Objects there is a fear of loss and/or damage to other Storage Objects, to the storage place or to equipment, or harm to persons.		
31.4	The Client remains obliged to pay the fee to Kleinveld until the day the Storage Objects are taken back.		
32	Damage and loss		