STERPUNT

General Terms and Conditions Sterpunt B.V.

Version August 2025

1 Definitions

In these General Terms and Conditions, the following terms shall have the meanings set out below, unless explicitly stated otherwise.

1.1 **Contractor:** the Contractor, registered with the Chamber of Commerce under number 95858504 and established at Keersluisweg 13, 1332 EE in Almere-Buiten.

1.2 **Client:** the company or natural person entering into an agreement (whether remotely or otherwise) with the Contractor.

1.3 **Work:** the activities offered by the Contractor, meaning all work in the broadest sense of the word related to the installation, connection and removal of electrical cables and electrical components.

1.4 **Quotation:** any offer made by the Contractor to perform Work.

1.5 **Agreement:** an agreement under which the Contractor undertakes towards the Client to produce and deliver a tangible work outside an employment relationship, in return for a price to be paid in money by the Client.

1.6 **Request:** any written or verbal request from the Client to the Contractor to carry out work.

1.7 **Assignment:** the work requested by the Client and performed by the Contractor.

1.8 **In writing:** in writing or electronically (including e-mail and messages via other agreed digital communication means), provided that the sender's identity is sufficiently established.

1.9 **Working days:** Monday to Friday, excluding nationally recognised public holidays in the Netherlands.

1.10 **Additional work:** all additional work performed by the Contractor in consultation with the Client that is not included in the original Agreement or Quotation, regardless of the reason thereof.

2 Applicability

2.1 These General Terms and Conditions apply to every offer or quotation made by, every agreement concluded with, and every service provided or performed by the Contractor.

2.2 Before an agreement (including a distance agreement) is concluded, the Client shall be provided with these General Terms and Conditions. If this is not reasonably possible, the Contractor shall indicate in what manner the Client can access the General Terms and Conditions.

2.3 Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing with the Contractor.

2.4 The applicability of the Client's own general terms and conditions is expressly excluded, even if they are provided at a later stage.

2.5 These General Terms and Conditions also apply to any modified and additional (subsequent) assignments from the Client in the future.

2.6 If one or more provisions of these General Terms and Conditions are wholly or partially void or annulled, the remaining provisions shall remain in full force and effect, and the void or annulled provision(s) shall be replaced by a provision that reflects as closely as possible the intent of the original provision.

2.7 Any ambiguities regarding the content or interpretation of these General Terms and Conditions, or situations not provided for therein, shall be interpreted in the spirit of these General Terms and Conditions.

2.8 Not only the Contractor but also all natural and legal persons directly or indirectly involved by it in the performance of the Work may invoke these General Terms and Conditions.

2.9 The Contractor may unilaterally amend these General Terms and Conditions. The most recent version shall be available on the website.

3 Offers and formation of the Agreement

3.1 Each quotation from the Contractor is without obligation and valid for a period of thirty (30) days from the date of issue, unless expressly stated otherwise in writing. After the expiry of this period, the offer shall lapse, and the potential Client can no longer invoke it.

3.2 The Contractor is only bound by a quotation if its acceptance by the Client is confirmed in writing within thirty (30) days. Nevertheless, the Contractor reserves the right to refuse to enter into an Agreement with a potential Client for a justified reason.

3.3 Obvious errors or mistakes in prospectuses, brochures, and/or publications, illustrations, drawings, quotations, order confirmations, agreements, and the information stated therein shall not bind the Contractor. Any illustrations and/or specific information (including but not limited to shown and/or supplied models, examples of documents, as well as indications of colours, capacities, functionalities, dimensions, and other descriptions in sketches, drawings, brochures, or promotional material) in the quotation are merely indicative and shall not constitute grounds for any compensation or termination of the Agreement. Minor deviations customary in the industry (of up to 10%) are permissible and do not constitute grounds for termination of the Agreement.

3.4 If the quotation is based on information provided by the Client and such information proves to be incomplete and/or incorrect, or changes thereafter, the Contractor shall have the right to adjust the rates, delivery times, and/or prices stated in the quotation. The Client is obliged to accept the changed circumstances and to comply with the resulting payment obligations.

3.5 Quotations do not automatically apply to follow-up assignments or repeat orders.

3.6 If a period has been agreed or stated for the performance of the Work, such period shall never be regarded as a strict deadline. In the event of delay, the Client must notify the Contractor of default in writing, allowing the Contractor a reasonable period to still perform the Agreement.

3.7 A composite quotation does not oblige the Contractor to deliver part of the goods or services included in the offer or quotation for a corresponding proportion of the stated price.

3.8 The Agreement is concluded at the moment the Client has accepted the quotation. The Agreement shall also be deemed concluded from the moment the Contractor, after receiving a verbal or written Request from the Client, has commenced the actual performance of the Work.

3.9 If the Client acts in the course of a business or profession (B2B), the statutory right of withdrawal is expressly excluded.

3.10 The Contractor is entitled at all times to refuse a Request from the Client if there are justified reasons for doing so.

3.11 If multiple Clients jointly enter into an Agreement with the Contractor, each Client shall be jointly and severally liable for the fulfilment of the obligations by each Client individually and by all Clients collectively. This also applies in the event of legal succession or merger of Clients.

4 Duration of the Agreement, termination, suspension and dissolution

4.1 The Agreement is entered into for the duration of the Assignment, unless otherwise agreed verbally or in writing.

4.2 Parties may terminate the Agreement on the grounds of an attributable failure in the performance of the Agreement if the other party has been given written notice of default and a reasonable period for compliance, and remains in default. This includes the Client's payment and cooperation obligations.

4.3 Termination must be made in writing by means of a bailiff's writ, registered letter, or email with confirmation of receipt.

4.4 The Client is entitled to cancel or terminate an Assignment free of charge up to ten working days before commencement of the Work, provided that such termination is explicitly made in writing to the Contractor. If the Client terminates the Agreement within ten working days prior to commencement of the Work, the actual costs incurred shall be payable, unless expressly agreed otherwise.

4.5 If the Agreement is terminated prematurely by the Contractor, the parties shall consult on the transfer of any remaining Work to third parties if the termination is attributable to the Client. The costs of such transfer shall be borne by the Client. The Contractor shall inform the Client of these costs in advance as much as possible. The Client is obliged to pay these costs within the specified period, unless otherwise agreed.

4.6 The Contractor is entitled to suspend the performance of its obligations if:

a. the Client does not, not fully, or not timely fulfil its obligations under the Agreement;
b. the Contractor has good reason to fear that the Client will fail to meet its obligations; or

c. the Client was requested, at the conclusion of the Agreement, to provide security or a deposit for the fulfilment of its obligations under the Agreement, and such payment or security has not been provided or is insufficient.

4.7 The Contractor may terminate the Agreement with immediate effect, without judicial intervention and without compensation, in the event of:

a. liquidation of the Client;
b. (application for) suspension of payments or bankruptcy;
c. attachment of a substantial part of the Client's assets, if the attachment is not lifted within three (3) months;
d. debt restructuring arrangement or creditors' agreement; or
e. other circumstances whereby the Client can no longer freely dispose of its assets.

4.8 If the Client fails to comply with its obligations arising from the Agreement and such non-performance justifies termination, the Contractor shall be entitled to terminate the Agreement immediately. The Client shall then be liable for compensation or indemnification due to default.

4.9 If the Contractor suspends or terminates the Agreement, it shall not be liable for any damage or costs arising in any way as a result thereof.

4.10 If the termination is attributable to the Client, the Contractor shall be entitled to compensation for damages, including both direct and indirect costs.

4.11 The Contractor retains all rights arising from law and the Agreement.

4.12 The Client shall be liable to third parties for the consequences of any cancellation and shall indemnify the Contractor against any resulting third-party claims.

5 Execution of the Work

5.1 The Contractor shall make every effort to perform the Agreement with the utmost care as may be expected of a competent contractor. All Work shall be carried out on the basis of a best-efforts obligation, unless a specific result has been explicitly and in writing agreed and described in detail. Under no circumstances does the Contractor guarantee that the Work performed and/or goods delivered are suitable for the purpose intended by the Client.

5.2 In performing the Work, the Contractor is not obliged to follow the Client's instructions if such instructions alter the content or scope of the agreed Work. If the instructions result in additional work for the Contractor, the Client shall be obliged to pay the related additional or incidental costs accordingly. All instructions, directions, and advice shall be deemed to have been given with the express approval of the Client if they are issued by employees, subordinates, and/or third parties engaged by the Client. Any damage resulting from unauthorised or excessive instructions shall be entirely at the Client's risk and expense.

5.3 The Contractor shall not apply for permits or other mandatory or non-mandatory documents or approvals from public authorities or other bodies. The Client is solely responsible for obtaining the required permits and/or approvals in a timely manner. Any damage or delay resulting from the absence of such permits or approvals shall be at the Client's risk and expense. The Client explicitly indemnifies the Contractor against all (consequential) damages resulting from the absence of such permits and approvals. The Contractor shall charge any resulting (consequential) damages to the Client, who shall be obliged to reimburse the Contractor.

5.4 If, when performing the Work, the Contractor uses machines and/or equipment belonging to the Client, the Contractor shall handle such machines and/or equipment with due care and return them without damage. Should any damage to the machines or equipment used by the Contractor be identified, the parties shall consult to reach a mutual resolution.

5.5 The Contractor is entitled to engage third parties at its own discretion for the performance of the Work.

5.6 The Contractor shall have the right to advertise its business when working on the Client's premises.

5.7 If, at the Client's request, the Work is suspended, the Client shall be obliged to pay immediately, upon the Contractor's first request, the compensation due for the Work already performed and the costs incurred up to that moment. In addition, the Contractor shall be entitled to charge the Client for all costs arising from the suspension (including but not limited to reserved working hours).

5.8 If, after a period of suspension, the performance of the Agreement cannot be resumed, the Contractor shall be entitled to terminate the Agreement immediately, without judicial intervention, by written notice to the Client. In the event that the performance of the Agreement is resumed, the Client shall be obliged to pay in full all costs incurred by the Contractor as a result of such resumption.

5.9 The Client is obliged to ensure that:

a. all information, data, and documents required for the performance of the Agreement (including but not limited to maps, drawings, plans, cable and pipeline diagrams, overviews, and connection data) are provided to the Contractor in a timely manner and in the format requested by the Contractor;
b. the Contractor has access to the work location on the agreed dates and times, and that such location complies with the applicable legal (safety) requirements and working conditions (whether in accordance with the relevant collective labour agreement). If this is not the case, the Contractor is entitled to suspend its Work until compliance is achieved, without being liable for any (delay) damages;
c. any third parties engaged by the Client perform their work and/or deliveries in such a manner that the Contractor experiences no delay or obstruction in the performance of the Agreement or Work;
d. the Contractor has sufficient facilities for the supply, storage, and/or removal of (construction) materials and/or tools, including the tools provided by the Client (fitting set) required for the completion of a cable connection;
e. before commencement of the Contractor's Work, the work location is inspected, particularly with respect to the presence of cables and pipelines based on the drawings and/or plans provided by the Client. Where required, this inspection shall be performed by the foreman appointed by the Client;
f. any scaffolding, edge and fall protection, and similar equipment required for the Work are made available by the Client in a timely manner, unless the parties have explicitly agreed otherwise in writing;
g. the work location is in such a condition that the Contractor can perform and/or continue its Work without obstruction;
h. the work location has connections for electricity, gas, and water. The Client shall reimburse the costs thereof. Lost working hours due to interruptions in the supply of water, gas, or electricity shall also be at the Client's expense;
i. the work location is equipped with adequate facilities for the proper and complete collection of waste;
j. the work location (if necessary) includes a secure area for the storage of the Contractor's tools, machinery, and materials, so that no damage or theft occurs. In the event of theft, loss, or damage, the resulting costs shall be borne by the Client;
k. all other facilities reasonably required by the Contractor and/or its (sub)contractors are present at the work location, without any additional costs being charged to the Contractor;
l. in the case of ground or excavation work in which the Contractor is involved, the Client is obliged to file a report with the Kabels en Leidingen Informatie Centrum (KLIC) at least three days before commencement and to provide this information to the Contractor. The Client shall also inform the Contractor of all cables, pipelines, obstacles, and risks, and shall comply with all KLIC instructions. Failing this, the Contractor shall be entitled to charge the resulting additional costs to the Client;
m. before commencement of the Work, the Contractor is informed of the position of existing cables, pipelines, etc. If this information is not provided in time and damage occurs as a result of such ignorance, the Client shall be solely responsible and liable for the resulting costs. The Client shall ensure that, in the case of obstacles in the ground, trial excavations are carried out by a competent person under the Client's supervision;
n. at the Contractor's request, the Client provides insight into the (environmental) condition of the soil to be worked, provides a health and safety plan (design phase), and/or performs or commissions an asbestos survey by a certified inspection company (SC 540) and/or a construction material analysis;
o. all necessary measures are taken to prevent nuisance or damage to the surroundings, including environmental damage and consequential damage to property or materials due to vibration;
p. in the event of (potentially) hazardous situations, the Client ensures that the road is cleaned and appropriate warning signs are in place; and
q. before commencement of the Work, any machinery made available is properly insured, including the compulsory insurance under the Motor Vehicle Liability Act, and that adequate insurance is in place for business liability, including cable and pipeline damage, environmental damage, employer's liability, and, where applicable, special risks.

5.10 If the Client fails to meet the obligations set out in this article in a timely manner, the Contractor shall be entitled to suspend the performance of the Agreement until the Client has fulfilled its obligations. Any costs related to the resulting delay, the performance of additional work, or other consequences shall be at the Client's risk and expense.

5.11 If the Client fails to comply with its obligations and the Contractor refrains from demanding compliance, this shall not affect the Contractor's right to demand performance at a later date.

5.12 Construction materials resulting from the Work that the Client has declared they wish to retain must be removed by the Client. All other materials shall be disposed of by the Contractor, without prejudice to any liability of the Client.

6 Delivery

6.1 If the start, progress, or completion of the Work is delayed because, for example, the Client has not provided all requested information in time, has failed to cooperate sufficiently, payment or deposit has not been received by the Contractor on time, or for any other reason attributable to the Client, the Contractor shall be entitled to a reasonable extension of the delivery period.

6.2 All damages and additional costs resulting from a delay for any of the reasons mentioned above shall be at the Client's risk and expense and may be charged to the Client by the Contractor.

6.3 If the Work is performed in phases or if the Client's approval is required, the Contractor is entitled to suspend the performance of the Agreement until such approval has been given. The Client shall have a maximum period of eight (8) calendar days to provide approval. If the Client fails to give such approval within this period, the Client shall be deemed to have tacitly accepted the delivered work.

6.4 Where reference is made to working days, this shall mean all workable calendar days, excluding recognised national public holidays and weekends.

6.5 The Client bears independent responsibility for the management, use, and maintenance of the works and/or goods created and/or delivered by the Contractor.

6.6 If the Contractor has indicated that the work is ready for delivery and the Client does not inspect the work within a reasonable period (no later than eight working days) and either accepts it, conditionally or otherwise, or rejects it with indication of defects, or puts it into use, modifies, or allows it to be modified, the Client shall be deemed to have tacitly accepted the work. Minor defects that can be remedied during the maintenance period shall not constitute grounds for refusal of the completed work if such defects do not impede its use. Once accepted, the work shall be deemed delivered.

6.7 After delivery, the work shall be at the Client's risk. The Client remains liable for payment of the price, regardless of the destruction or deterioration of the work for reasons not attributable to the Contractor.

6.8 The Contractor shall not be liable for defects that the Client could reasonably have discovered at the time of delivery, except in cases of intent or wilful recklessness on the part of the Contractor.

6.9 The Contractor is entitled to perform the Work in parts, with each partial performance being invoiced separately.

7 Additional and reduced work and amendments

7.1 If, during the performance of the Agreement, it appears that the Agreement must be amended and/or supplemented, or if, at the Client's request, additional Work is required to achieve the desired result, the Client shall be obliged to pay for this additional Work at the agreed rate. The Contractor shall not be obliged to comply with such a request and may require the parties to conclude an additional agreement for this purpose.

7.2 If a fixed price has been agreed for the Work, the Contractor shall inform the Client in advance of any additional costs or financial consequences of the additional work.

7.3 In the event of hidden defects or unforeseen circumstances, such as asbestos or wood rot, the Contractor shall be entitled to charge additional costs if these circumstances result in extra work.

7.4 Price changes resulting from amendments to the Agreement, or from changes in legislation or regulations, shall be borne by the Client.

8 Prices and payment

8.1 All prices are, in principle, exclusive of value added tax (VAT) and other levies. If the Work is carried out at a fixed location during the Agreement, travel costs shall, in principle, be borne by the Contractor. If the Contractor is required to incur any additional costs (such as travel, call-out, parking, or accommodation expenses) that cannot reasonably be expected to be borne by the Contractor, the Contractor shall be entitled to charge these costs to the Client. For Work performed on request outside office hours or on an urgent basis, a surcharge for overtime shall be applied as specified in the Quotation and/or Agreement.

8.2 The Client cannot derive any rights or expectations from a preliminary budget, unless expressly agreed otherwise between the parties. If the stated price is an estimate, this estimate may be adjusted during the performance of the Agreement, provided the Contractor has timely warned the Client of the likelihood of exceeding it, and has offered the Client the opportunity to limit or simplify the Work. The Contractor shall cooperate within reasonable limits to facilitate such limitation or simplification. This provision also applies if the price depends on the estimated duration of the Work.

8.3 If, between the date of the Agreement (or Quotation) and its performance, the Contractor incurs cost-increasing circumstances due to legislation, price changes by third parties or suppliers, or fluctuations in the prices of raw materials, materials, parts, exchange rates, import or export duties (domestic or foreign), shipping or delivery charges, wages, employer

contributions, and/or social premiums, the Contractor shall be entitled to increase the agreed price or fee accordingly and charge it to the Client.

8.4 The Client is obliged to pay the agreed advance within the specified term before the Contractor commences the performance of the Agreement. In any case, the Client must reimburse in advance the costs of any materials purchased by the Contractor for the Assignment.

8.5 If the Agreement includes a recurring payment obligation on the part of the Client, the Contractor is entitled to adjust the applicable prices and rates in writing, only in accordance with the terms of the Agreement, and with at least three months' notice after the Agreement has entered into effect, during which prices shall not be increased.

8.6 The Client shall pay the agreed amount within a maximum payment term of thirty (30) days.

8.7 All payments must be made in full, without suspension, deduction, or set-off, to the bank account and details provided by the Contractor.

8.8 The Contractor is entitled to set off any amounts already paid by the Client against any (outstanding) damages owed by the Client.

8.9 If a dispute arises between the parties concerning the number of hours worked and/or invoiced, the Contractor's time records shall be binding, unless the Client provides convincing evidence to the contrary.

8.10 If and insofar as additional costs are incurred and/or increased risks arise (in the Contractor's opinion) during the performance of the Agreement, the Client shall pay an additional fee.

9 Collection policy

9.1 If the Client fails to meet its payment obligations and does not comply within the specified period of thirty (30) days, the Client shall be in default without further notice of default being required.

9.2 From the date of default, the Contractor's claim shall be increased by statutory (commercial) interest, calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.

9.3 If payment remains outstanding after a reminder, the Contractor may, in addition to statutory (commercial) interest, charge extrajudicial collection costs in accordance with Article 6:96 of the Dutch Civil Code, calculated based on the graduated scale established by the Besluit vergoeding voor buitengerechtelijke incassokosten (Decree on the Compensation of Extrajudicial Collection Costs) of 1 July 2012.

9.4 If the Contractor has incurred higher or additional costs that were reasonably necessary, such costs shall also be eligible for reimbursement. All judicial and enforcement costs shall likewise be borne by the Client.

10 Warranties

10.1 Any warranty shall be explicitly agreed upon in writing. Warranties shall never extend beyond what has been expressly agreed.

10.2 The Contractor shall perform the Work in accordance with the standards applicable within the industry. Where a warranty has been provided, it shall be limited to what has been expressly and in writing agreed, and only to the extent that such warranty has been received from suppliers. During the warranty period, the Contractor guarantees a sound and customary quality of the delivered work.

10.3 The Client may only invoke the warranty provided by the Contractor if the Client has fully complied with all its payment obligations.

10.4 If the Client rightfully invokes an agreed warranty, the Contractor shall be obliged to carry out a free repair of the delivered work. If any additional damage has occurred, the provisions regarding liability in these General Terms and Conditions shall apply.

10.5 The warranty shall lapse as soon as the Client makes or allows modifications to the delivered work, or if, in the Contractor's judgment, the delivered work is used, handled, or maintained improperly.

11 Transfer of risk

11.1 The risk of theft, loss, embezzlement, or damage to data, documents, software, databases, and/or items used, created, or delivered in connection with the performance of the Agreement shall pass to the Client at the moment these are brought into the Client's actual possession.

12 Force majeure

12.1 The Contractor shall not be liable if it is unable to fulfil its obligations under the Agreement as a result of a force majeure situation.

12.2 Force majeure on the part of the Contractor shall in any case include, but is not limited to:

a. force majeure affecting the Contractor's suppliers;
b. failure of suppliers to meet their obligations properly;
c. defects in goods, equipment, software, or materials of third parties;
d. government measures;

e. failures in electricity, internet, data network, or telecommunication facilities (including but not limited to cybercrime or hacking) or other disruptions;
f. natural disasters;
g. war or terrorist attacks;
h. general transport problems;
i. illness and/or strikes among the Contractor's personnel; and
j. other circumstances beyond the Contractor's control that temporarily or permanently prevent the fulfilment of its obligations.

12.3 If, in the Contractor's opinion, the agreed Work cannot be performed at the agreed time or within the agreed period due to weather conditions (such as heavy rain or extreme heat) or terrain conditions, the Contractor shall be entitled to suspend such Work and extend the Agreement by the number of non-working days, without incurring liability.

12.4 If a force majeure situation continues for longer than two months, either party may terminate the Agreement in writing. If any performance has already been rendered under the Agreement, settlement shall take place proportionately, without further obligation of either party.

12.5 If the Contractor cannot perform the Work on the agreed dates and times due to illness, this shall be considered a force majeure event. In such cases, the Contractor and the Client shall agree on a new schedule for the performance of the Work.

13 Limitation of liability

13.1 If the Contractor is held liable, such liability shall be limited solely to direct damages that have actually been incurred, paid, or suffered as a result of a demonstrable shortcoming by the Contractor.

13.2 The Contractor's liability shall, except where otherwise required by mandatory law, always be limited to the amount for which the Contractor is insured and for which coverage is actually provided. Without prejudice to the foregoing, the Contractor's liability shall in no event exceed an amount equal to the costs charged for the relevant Assignment (equal to the invoice value, excluding material costs and VAT), up to a maximum of EUR 10,000.

13.3 The Contractor shall not be liable for any consequential damages of any kind, indirect damages, business interruption, loss of profit, missed savings, or damages arising from operational downtime.

13.4 The Contractor shall not be liable for any damage arising from incorrect or untimely provision of drawings, plans, information, or documents required for the performance of the Work, including but not limited to the indication and identification of existing cables and pipelines.

13.5 If the work, after delivery, shows defects for which the Contractor is liable, the Contractor shall be given the opportunity to remedy such defects within a reasonable period, without prejudice to any liability for damages resulting from the defective delivery, unless the cost of repair would be disproportionate to the Client's interest in repair instead of compensation.

13.6 In cases involving measurement or dimensioning, the Contractor shall not be liable for consequential damages, such as ordering incorrect or faulty materials, GPS errors, or inaccurate measurements. The Client or main contractor responsible for carrying out the work shall conduct a final inspection and bears responsibility for this final verification.

13.7 If the (consequences of) defective performance of the work are due to defects or unsuitability of materials or tools provided by the Client, the resulting damages shall be borne by the Client, unless the Contractor has breached its duty to warn or otherwise failed in expertise or due care. The Contractor shall not be liable for any damages resulting from the premature use of part or all of the work, nor for any (consequential) damage caused by defective materials supplied by the Client for the cable connection.

13.8 The Contractor shall never be liable for damages resulting from ground settlement if such settlement is unrelated to the work performed.

13.9 The Client shall be liable for any damage to the work resulting from work or deliveries carried out by the Client or third parties engaged by the Client. Any damage arising from materials or designs prescribed by the Client shall likewise be entirely at the Client's risk and expense.

13.10 The Contractor cannot be held liable for disruptions in traffic flow at the location where the Work is being performed.

13.11 The Client shall also be liable for any loss, theft, or damage to the Contractor's property, tools, machines, or materials used or stored at the Client's site, including damage caused by defects, deficiencies, or hazards at the work location.

13.12 If, after the Agreement has been concluded, it appears that the site or work area is contaminated (for instance with asbestos) or contaminated materials emerge during the work, the Client shall be liable for all consequences arising therefrom.

13.13 The Contractor shall not be responsible for the correct and complete transmission or timely receipt of the content of any emails sent by or on behalf of the Contractor.

13.14 Damage resulting from the natural behaviour of materials, such as the shrinking or expansion of wood, shall not constitute grounds for liability on the part of the Contractor, unless caused by intent or wilful recklessness. Repairing such damage shall be regarded as additional work.

13.15 All claims by the Client relating to shortcomings by the Contractor shall lapse if not submitted in writing and substantiated within six months after the Client knew or reasonably should have known of the facts on which such claims are based. The Contractor's liability shall expire six months after termination of the Agreement between the parties.

14 Confidentiality

14.1 The Contractor and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an Assignment. Confidentiality arises from the nature of the Assignment or from circumstances in which it can reasonably be assumed that the information is of a confidential nature.

14.2 If the Contractor is required by law or a court order to disclose confidential information to a third party designated by law or by the competent court, and the Contractor cannot invoke a legal or recognised right of non-disclosure, the Contractor shall not be liable for any resulting damages, and the Client shall not be entitled to dissolve the Agreement on that basis.

14.3 The confidentiality obligation shall also be imposed by both the Contractor and the Client on any third parties they engage.

15 Indemnity and accuracy of information

15.1 The Client shall be solely responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or records provided to the Contractor in connection with an Assignment. This responsibility also applies to information originating from third parties. If the Contractor knows or should reasonably have known of inaccuracies in the Assignment, including errors or defects in the plans, drawings, calculations, specifications, or instructions provided by the Client, the Contractor is obliged to warn the Client thereof.

15.2 The Client shall indemnify the Contractor against any liability arising from the failure to fulfil the obligations referred to in the previous paragraph, or the failure to do so in a timely manner.

15.3 The Client shall indemnify the Contractor against all claims from third parties relating to intellectual property rights in respect of data and information provided by the Client that may be used in the execution of the Assignment.

15.4 The Client is responsible for obtaining all necessary (building) permits.

15.5 If the Client provides electronic files, software, or data carriers to the Contractor, the Client guarantees that these are free of viruses and defects.

15.6 The Client shall also indemnify the Contractor against all damages, penalties, enforcement actions, claims, and other measures imposed by public authorities.

16 Intellectual property rights

16.1 All intellectual property rights and copyrights of the Contractor (including but not limited to all drawings, designs, models, preparatory materials, and other items developed or made available under the Agreement) shall remain the exclusive property of the Contractor and are not transferred to the Client.

16.2 The Client shall acquire only those user rights and authorities that are expressly granted under the Agreement.

16.3 The Client is prohibited from using the products subject to the Contractor's intellectual property rights in any manner other than as agreed in the Agreement.

16.4 The Client grants the Contractor permission to take photographs of the completed work and to use them on websites and/or social media channels for promotional and marketing purposes.

17 Complaints

17.1 If the Client is dissatisfied with the Work or has any other complaints regarding the execution of the Assignment, the Client must report these complaints as soon as possible, but no later than two weeks after the event giving rise to the complaint. Complaints may be submitted by telephone or in writing via info@sterpunt.nl with the subject line “Complaint”.

17.2 The complaint must be sufficiently substantiated and/or explained by the Client in order for the Contractor to process it.

17.3 The Contractor shall respond to the complaint as soon as possible, but no later than five (5) working days after receipt.

17.4 The parties shall endeavour to reach a mutual solution.

18 Applicable law

18.1 The legal relationship between the Contractor and the Client shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

18.2 All disputes arising between the Contractor and the Client shall be submitted to the competent court of the District Court of Haarlem, unless mandatory legal provisions confer jurisdiction on another court.