

General Conditions DO Engineering **(version 02-12-2019)**

Established and office location at Heideblauwtje 9, 7826 GE Emmen, the Netherlands.
Registered at the chamber of commerce in Arnhem, the Netherlands under number 09205303.

Article 1. Definitions

1. In these conditions it is understood under:
 - a. DO Engineering: the user of these general conditions, being the company DO Engineering, established and office location in Emmen, the Netherlands at Heideblauwtje 9.
 - b. Client: everyone who purchases products from DO Engineering, being the purchasing party.

Article 2. Applicability

1. Unless agreed upon otherwise explicitly and in writing, these conditions apply to every offer and every agreement between DO Engineering and a client taking into account the provisions mentioned below.
2. In case of contradictory provisions in the quotation and these General Conditions, the contents of the quotation will prevail over the General Conditions.
3. The client is considered at and by granting the order, to agree with the applicability of these general conditions and renounce the application of potential own conditions used by the client.
4. Additional or deviating stipulations or conditions are only effective if DO Engineering has accepted these in writing; these deviations only apply to the agreement where they are made. The provisions of these General Conditions, which have not been deviated from, remain effective undiminished.
5. Should a provision from these General Conditions, partially or as a whole, be void or otherwise unfeasible, then this leaves the validity of the remaining provisions unimpeded.
6. If DO Engineering does not always desire strict compliance with these conditions, this does not mean that the provisions do not apply, or that DO Engineering in any degree would lose the right to desire the exact compliance of the provisions of these conditions in other cases.
7. If DO Engineering enters into agreements with the buyer more than once, for every following agreement the then current conditions apply.

Article 3. Quotations and orders

1. All quotations, offers, brochures, price lists and such of DO Engineering are free of obligations, unless expressly otherwise agreed upon in writing. If a quotation contains such an offer and this is accepted by the client, DO Engineering has the right to repeal the quotation within three (3) full calendar weeks after receiving the order by the client. Earlier quotations and such are deemed to be revoked after the release of a new quotation or such. An offer expires if the product on which the offer is based has meanwhile become unavailable.
2. DO Engineering cannot be kept to his quotations or offers if the client can reasonably understand that the quotation or offer, or a part thereof, contains an apparent mistake, error or slip of the pen.
3. Technical information, sizes, weights, prizes and so on in price lists, quotations and other documents are not binding for DO Engineering. No rights can therefore be derived from this information.
4. DO Engineering brings out the quote in writing, unless otherwise agreed upon.
5. An order is considered to come about after signing and returning of the quotation by the client.
6. The prices in mentioned quotations are exclusive of VAT, unless otherwise indicated.
7. All quotations for products to be supplied are ex works (EXW, according to the most recent applying of the ICC Incoterms), unless expressly otherwise agreed upon in writing.
8. A composed quotation does not obligate DO Engineering to carry out a portion of the order against a corresponding part of the price. Offers or quotations will not automatically be valid for future orders.

Article 4. Cancellation and modification

1. If the client cancels a given order entirely or partially, he is indebted to compensate DO Engineering for all expenses, connected with the implementation of this order, and for the implementation of the materials and semi-manufactured articles. This compensation is for clients own account and against the prizes included in the calculation by DO Engineering; everything undiminished the right of sale or compensation because of loss of profit, as well as of remaining from the above mentioned cancellation resulting damages.
2. Modifications in the original agreement of whatever nature, must be reported, in writing, to DO Engineering by the client and are only binding if they have been confirmed by DO Engineering. If this causes higher costs then foreseen in the quotation, then DO Engineering is entitled to charge these extra costs.
3. Introduced modifications, can possibly result, in that the for the changes agreed delivery time by DO Engineering, is exceeded outside of the responsibility of DO Engineering

Article 5. Price fixing

1. The quotation has been based on the date of the quotation, at that moment, applying cost-defining factors. As from this date pricing and wage modifications are charged.
2. If, after the agreement, the prices of wages, social security, the turnover tax or import rates etc. increase or rate of exchange fluctuations of both domestic and foreign currency occur, even if these are foreseeable conditions, they can be charged.

Article 6. (Down) payments

1. Payment of invoices must occur within fourteen (14) days after invoice date, in a way indicated on the invoice by DO Engineering, in the currency in which has been invoiced, unless expressly otherwise agreed upon in writing.
2. The client is not entitled to apply any form of deduction, adjustment, or compensation.
3. If the client does not pay within the term of payment or otherwise does not meet with his obligations, he is in neglect without notice of default. In this case all claims are immediately claimable. In this case DO Engineering has the right to suspend all further agreements with the client until the payment has been done or to declare the agreement dissolved without judicial intervention or to demand fulfilment of the agreement, unimpeded the right for supplementary or substitution compensation.
4. If the client does not pay within the term of payment and besides this also does not proceed to pay after been urged to do so, in writing and/or telephonically, DO Engineering will transfer the collection of the unpaid amount(s) to a collection agency, whereby all related costs are also recovered from the client.
5. If the client is in default or neglect with complying with one or more of its obligations, then all reasonable costs for obtaining satisfaction beyond right will come for own account of the client In any case the client is chargeable for:
 - a. over the first € 3.000,- 15%
 - b. over the greater up to € 6.000,- 10%
 - c. over the greater up to € 15.000,- 8%
 - d. over the greater up to € 60.000,- 5%
 - e. over the greater 3%
6. If DO Engineering can show that higher costs have been made, which were reasonably necessary, relevant costs are also recovered from the client.
7. DO Engineering not taking action in case of non-performance by the client will not be considered as a renounce of rights of any kind.
8. Unless expressly otherwise agreed upon in writing, DO Engineering is entitled, at contracting an agreement for the supply of products, to ask an advance payment with a minimum of 50%. If an accountable shortcoming in the compliance with an agreement from the side of DO Engineering occurs, and the agreement becomes dissolved, the client has the right to repayment of the advance payment including the legal interest on the amount paid in advance by him.

9. Before the products can be delivered, the remaining payment (invoice amount reduced with advance payment) has to be invoiced and paid by the client.
10. In case of export, unless expressly otherwise agreed upon in writing, the at that moment applying VAT will be charged. When the client delivers a copy of the import-declaration of the country of establishment of the client (and in some cases export documents from the Netherlands) and a copy of the transport-certificate / freight-papers to DO Engineering, this VAT can be credited or settled by DO Engineering.
11. Retention right: when DO Engineering has products of the client in possession, he has been entitled to keep these products in his possession until all costs which he has spent in implementation of the order have been paid, unless the client has provided sufficient guarantee. DO Engineering has this retention right also on the basis of earlier agreements from which the client is still indebted payments.

Article 7. Delivery/Transport

1. DO Engineering determines the delivery time in mutual consultation and will mention this in the quotation. Delivery times are approximate and never constitute a strict deadline, unless otherwise agreed in writing.
2. Under the delivery time will be understood: time between advance payment received and time of products reported ready c.q. remainder invoice.
3. Delivery time starts from the date that the advance payment has been received. DO Engineering is not responsible for possible lengthening of the delivery period because of delays with regard to the advance payment
4. Delivery occurs only after reception of the last payment (invoice amount reduced with advance payment).
5. Unless expressly otherwise agreed upon in writing, all deliveries occur by DO Engineering ex works (EXW, according to the most recent applying of the ICC Incoterms). As from the moment of delivery, the provided products come for the risk of the client. The client therefore carries the transport risk and the transport costs.
6. Ordered products are considered to have been delivered when they are ready for shipment at a , by DO Engineering, designated place and the client has been informed of this.
7. If DO Engineering looks after the transport to the place of delivery, the transport occurs for account and risk of the client.
8. Reported delivery periods will never be considered as fatal periods, unless expressly otherwise agreed upon in writing.
9. After DO Engineering has been appointed in neglect, during the period of the notice of default for compliance, which period is at least thirty (30) days, is not responsible for the impact of overshooting the delivery period; the client cannot derive the right to cancel the agreement, claim damages or suspend his obligations from the agreement.
10. DO Engineering has the right to comply with an agreement in parts and is authorized to invoice them separately. The client is obliged to accept these available on demand orders within the period agreed, at neglect of which DO Engineering is entitled to provide all ordered products all at once, as a result of which the complete amount of the agreement becomes claimable.
11. The client is obliged to take receipt of the products, from which the delivery has been agreed upon by DO Engineering, at the time and place that applies and has been recorded between the parties in the relevant agreement and/or these General Conditions. If the buyer is in default or negligent with providing information or instructions that are necessary for the delivery/taking in receipt of the delivered products, then DO Engineering is entitled to charge the buyer for the costs of storage, transport and storage against amounts in line with the average market prices.

Article 8: Claiming

1. The client is obliged to inspect products thoroughly on lacks right after receiving them, and when lacks are present, to inform DO Engineering right away in writing. If the client does not indicate DO Engineering to these lacks, that could have been noticed with thorough research, within ten (10) working days after the day of reception, then the client is considered to agree with the condition in

which the bought product has been provided or delivered in, and all rights for claim expire. This also applies in the case of partial deliveries.

2. Lacks in a part of delivered products do not give the client the right to refuse or disapprove the complete delivery.
3. DO Engineering must at all-time be enabled to check submitted claims.
4. If the claim, to the judgement of DO Engineering, is just, DO Engineering will either pay a fair damage compensation with a maximum of the invoice value of the concerning product, or replace the concerning product free of charge after receiving back the lacking product by DO Engineering in its original condition.
5. If it becomes clear that the claim was unfounded, then all costs that have been made by DO Engineering, including among others the research costs of DO Engineering, are integrally for the account of the client and will be charged.

Article 9. Property reservation/certainty

1. As long as DO Engineering does not receive full payment in an agreement between parties concerning the buy/sale (including possible damage, costs and interest), the products remain property of DO Engineering.
2. DO Engineering has the right to demand these products back and take the products as their own, if a client is in neglect, does not comply with his obligations, goes into liquidation, applies for or has received postponement of payment, is declared in a state of bankruptcy or if seizure is laid on goods.
3. All actions of disposal concerning sold and supplied products, are prohibited for the client, as long as he has not met with his payment obligations.
4. The client is obliged to store the products that have been delivered under retention of title with due care and as the recognizable property of DO Engineering.
5. DO Engineering is entitled to take back the products that have been delivered under retention of title and that are still present at the client without prior notice of default, if the client is in breach of his obligations under the agreement or is experiencing payment difficulties or is (in risk) about to go. The client will at all times grant DO Engineering free access to its sites and/or buildings for inspection of the products and/or for exercising the rights of DO Engineering. The costs of taking back and possibly (re)selling the products are entirely for the account of the client.
6. If third parties seize the products delivered under retention of title or wish to establish or enforce rights thereon, then the client is obliged to immediately inform DO Engineering thereof.
7. The aforementioned provisions of this article are without prejudice to the other rights vested in DO Engineering.

Article 10. Confidentiality and intellectual property

1. DO Engineering preserves all rights to the data, appearing in its quotation and agreements as well as the added models, samples, drawings and owner manuals, etc. Furthermore all drawings, descriptions, technical data, images and remaining characteristics concerning goods (products) and/or production processes of DO Engineering are of a confidential nature and cannot be made available or even be open to inspection for third parties without written authorization of DO Engineering.
2. DO Engineering preserves itself all rights of intellectual property in the broadest sense. Without preceding written authorization of DO Engineering, the client is forbidden to violate the before mentioned rights by usage or otherwise. This prohibition includes the authorizing of third parties to conduct such actions.
3. If the client derives rights from an agreement with DO Engineering concerning the intellectual property rights of DO Engineering, he will refrain from every use that is not explicitly permitted by DO Engineering and is not permitted to transfer these rights as a whole or part thereof to third parties or to introduce these in a in a fellowship, company or legal body without express written permission from DO Engineering.

4. The client commits himself to the intellectual property rights of DO Engineering and will not in any manner damage these rights, also not through a claim of annulment, direct or indirect and recognizes that DO Engineering is rightful claimant.
5. The client is obliged to inform DO Engineering, in writing, immediately of any violation of the intellectual property rights of DO Engineering. DO Engineering accepts no liability to the point of claims of third parties to the client, that follow from any violation on the intellectual property rights of third parties.
6. It is prohibited for the client both during the duration of the agreement with DO Engineering and afterwards, to transfer data respectively know-how, in whatever form, of DO Engineering and/or concerning its products which has come to his knowledge in any way, entirely or partially, to third parties or to use for himself, without explicit written authorization of DO Engineering.
7. Both parties are moreover obliged to notify and keep their staff (own or engaged) and/or associates etc. to their obligation to stick to this confidentiality.
8. Both parties are obliged to take sufficient measures to keep all confidential information in a protected surrounding.
9. In case of a violation of the above mentioned conditions, the client forfeits an immediately demandable, not for judicial moderation susceptible, fine of EURO 100.000,- per violation, in favour of DO Engineering, undiminished the obligation for full damage compensation.

Article 11. Safety

1. The client is obliged to stick to and behave according to the safety rules and instructions and manuals provided by DO Engineering c.q. the for that purpose appropriate authority.
2. The client is not allowed to use products provided by DO Engineering for a another purpose then is mentioned in its agreement with DO Engineering and/or it has been meant with this agreement and/or that what results from the nature of provided products.
3. Insofar as (a) permit(s) and/or inspection(s) for the possession and/or use of DO Engineering products is required, the client is responsible for obtaining them.

Article 12. Liability

1. If DO Engineering should be responsible, then this liability is restricted to what is regulated in this provision.
2. DO Engineering is not liable for damage of any nature whatsoever caused by the fact that DO Engineering relied on incorrect and/or incomplete data provided by or on behalf of the client.
3. The liability of DO Engineering is limited to direct damage. The liability for remaining damage, among which consequence damage is excluded entirely. DO Engineering is never liable for indirect damage, including but not limited to consequential damage, lost profit, lost savings and damage due to business interruption.
4. The client will free DO Engineering from all possible claims c.q. rights of third parties to compensation of occurred damage and/or still to occur damage which results from actions or neglect of DO Engineering and for which the client can, based on law, be held responsible, unless this damage has been caused by gross neglect of DO Engineering.
5. DO Engineering is not responsible for the costs, damages and interests which could arise as a direct or indirect consequence of:
 - a. Circumstances outside of control, as is defined further in these conditions.
 - b. Acts or negligence of the client, his subordinates, or other persons that are put to work by or for him.
 - c. Not or not correct carried out maintenance or alterations and/or repairs of delivered products by the client or third parties.
 - d. Damages to delivered products as a result of mechanical and chemical or biological influences from the outside.
 - e. Normal wear of the delivered products as a result of daily use.
 - f. Any other, from the outside, coming cause.

- g. Inexpert use c.q. incorrect use of, by DO Engineering, delivered products, or not complying with the user/instruction manual of these delivered products.
 - h. If products delivered by DO Engineering are used for sports purposes, DO Engineering in principle is not responsible, undiminished the authorization of the client to prove that the damage is a result of negligence by DO Engineering.
6. The (potential) liability of DO Engineering, as far as this is covered by its liability insurance, is limited to at most the amount of the payment done by the insurer of DO Engineering.
7. If the insurer in some case does not proceed with payment of damages or the damage is not covered by the insurance, the liability of DO Engineering is restricted to the invoice value of the order, at least that part of the task on which the liability is related. A series of related events causing damage applies to the application of this article as one event.
8. Any legal claim for compensation for damage under this agreement will lapse if it has not been notified in writing to DO Engineering within ten (10) calendar days after it has arisen and subsequently within three (3) months after its date of occurrence not a legal action has been brought against DO Engineering.
9. Liability can only arise if an original invoice from DO Engineering can be submitted by the client. If the product was purchased through a party other than DO Engineering, this claim must be submitted through that party.

Article 13. Warranty

1. The products to be delivered by DO Engineering meet with the usual demands and standards which can reasonably be made at that moment and for which they have been intended in normal use in the Netherlands. The in this article mentioned warranty applies to products that are intended for use within the Netherlands. When using outside of the Netherlands, the client himself must verify if the use is appropriate for the usage at that place and if this meets with the demands that are valid there. DO Engineering in this case, could use other warranty and other conditions for the to be delivered products.
2. The warranty mentioned in paragraph 1 of this article applies to a period of six (6) months after the supply, excluded are the lacks which have arisen in circumstances mentioned in Article 12 paragraph 5. After expiration of the warranty period, all costs for repair or replacement, including administration, shipment and visiting costs will be charged to the client.
3. The client must, in all cases, offer DO Engineering the possibility to repair the possible lack.
4. If the delivered goods, are products produced by DO Engineering, then DO Engineering stands for the soundness for the period mentioned in paragraph 2 of this article. If it becomes clear that the provided product has been unsound, then the product must be send back, postage paid, to DO Engineering After receiving, DO Engineering will make the choice to :
 - a. Repair the product
 - b. Replace the product
 - c. Credit the client for a proportional part of the invoice.
5. If DO Engineering concludes that the warranty claim is not legitimate, all costs for still possible repair or replacement, including administration, shipment and visiting costs will be charged to the client. All deficiencies and defects must be reported in writing to DO Engineering within ten (10) working days after discovery.
6. No warranty is given on provided products which at the moment of supplying are not new.
7. There can only be question of a rightful warranty claim, if an original invoice from DO Engineering can be submitted by the client. If the product was purchased through a party other than DO Engineering, this claim must be submitted through that party.
8. The following provisions also apply with regard to the rectification of deficiencies and defects:
 - a. Rectification occurs as much as possible at a location to be designated by DO Engineering. The goods travel to and from that location for the account and risk of the client.
 - b. In the case of rectification outside the Netherlands, the travel and accommodation costs of those who carry out the research and rectification are also at the expense of the client.
 - c. Goods or parts that are released upon replacement will automatically become the property of DO Engineering.
 - d. The occurrence of deficiencies or defects does not constitute grounds for suspending the

payment obligation of the client towards DO Engineering. If the client does not fulfil his payment obligation even after a written reminder, this suspends the rights with regards to repair of deficiencies or defects.

- e. No guarantee is provided for second-hand goods unless explicitly agreed.
9. If deficiencies or defects occur with regard to goods that DO Engineering has obtained from third parties, or with regard to activities that third parties carried out for DO Engineering, the undoing thereof will only take place free of charge, insofar as the third party is responsible for/accepts the costs of undoing.

Article 14. Circumstances outside of control

1. Extraordinary circumstances, like among other things storm damage and other natural disasters, obstruction by third parties, obstruction in the transport in general, whole or partial strikes, riot, war or war danger both in the Netherlands and in the country of origin of the material, exclusions, loss or damage of products at transport to DO Engineering or the client, not or not timely supply of products by suppliers of DO Engineering, export and import prohibitions, whole or partial mobilisation, obstructing measures of any government, fire, interruptions and accidents in the company or in the resources of transport of DO Engineering, or in the resources of transport of third parties, imposing levies or other government measures, which bring a modification in the actual circumstances, produce a circumstance outside of control of DO Engineering, which removes him from his obligation to supply c.q. implement work, without the client having any right to enforce damages of whatever nature or however called.
2. DO Engineering has been entitled in these or such cases, to suspend or cancel or change the purchase contract c.q. agreement or implementation of work, until the extraordinary circumstances have stopped to exist, whereby the client is obliged to pay the possible achievement and/or to pay for (part of) the delivered products as if they were a separate agreement.
3. If one of the parties believes that it is or is coming into circumstances outside of control, it will immediately inform the other party of this in writing.

Article 15. Term of limitation

1. Contrary to the legal term of limitation, the term of limitation of all claims and oppositions against DO Engineering, and the by DO Engineering with the implementation of the agreement involved third parties, is one (1) year.
2. The provisions in paragraph 1 do not apply to legal claims and oppositions that are founded on facts which would justify the proposition that the delivered product would not correspond with the agreement. Such claims and oppositions become prescribed in a course of two (2) years after the client has informed DO Engineering of such non-conformity.

Article 16. Safeguarding

1. The client safeguards DO Engineering for possible claims from third parties, which have sustained damage in connection with the implementation of the agreement and where the cause is accountable to others than DO Engineering.
2. If DO Engineering should receive a claim from third parties, then the client is obliged to immediately assist DO Engineering both outside and in rights and do all that what can be expected from him in this case. Should the client fail in taking adequate measures, then DO Engineering, without notice of default, is entitled to pass on to that. All costs and damages that arise on the side of DO Engineering and third parties as a result, integrally come for account and risk of the client.

Article 17. Non-performance and dissolution

1. If the client commits a non-performance in any way, he will already, for that alone, be in neglect without a notice of default required.

2. Undiminished the provisions in the Civil Code, DO Engineering, in case of non-performance of the client, will have the right to suspend his obligations from the agreement, declare the agreement dissolved as a whole or partially, without judicial intervention, this such too his choice.
3. DO Engineering also has the rights mentioned in paragraph 2 of this article, if the client goes into or applies for bankruptcy, applies for or has received postponement of payment, or if seizure is laid on goods, his company has gone into liquidation or has been or will be taken over by a third party c.q. third parties or if he is planning to leave the country of establishment, to establish himself elsewhere. In all these cases all claims that rest upon the client will be immediately claimable.

Article 18. Processing of personal data (GDPR)

1. DO Engineering processes personal data from and on behalf of the client when carrying out the orders. DO Engineering has drawn up a privacy statement for this process. This is a separate document in addition to these General Conditions. This privacy statement forms an integral part of these General Conditions and, if desired, can be requested from DO Engineering.

Article 19. Applicable law and disputes

1. On all by DO Engineering accepted and carried out orders, exclusively Dutch law applies, also if an order is carried out or implemented entirely or partially abroad or if the in the legal relation involved party has residence there. The applicability of the Viennese buy treaty is excluded.
2. Parties will firstly appeal to the judge after they strained themselves to the extreme to settle the dispute in mutual consultation themselves.
3. All disputes, which could arise as a result of some agreement between DO Engineering and the client, or other agreements, which could be the consequence of it, will be settled by the entitled judge in Arnhem, the Netherlands.

Article 20. Modification and location of the conditions

1. These conditions have been deposited at the office of the chamber of commerce in Arnhem, the Netherlands.
2. These conditions can be supplied upon request free of charge from DO Engineering by e-mail. Besides this, the client can download these free of charge from the internet site (www.do-engineering.nl) of DO Engineering.
3. Always the last deposited version of the conditions applies c.q. the version such as was applied at the time the order at hand was agreed upon.