



General Terms & Conditions

Mactwin Security International B.V.

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General terms and conditions Mactwin Security International B.V.

These are the general terms and conditions of the private limited company Mactwin Security International B.V., trading as Mactwin Security Specials, hereinafter referred to as: ‘Mactwin’. These general terms and conditions are available on their website: www.mactwin.com. They will be sent by Mactwin on request free of charge.

1. Definitions

In these General Terms and Conditions the following expressions have the meanings stated:

- Mactwin: the private limited company Mactwin Security International B.V., being the company which has concluded a contract for professional services with the Client.
- The Client: the legal or natural person, whether or not acting in the course of a profession or the operation of a business, who has concluded a contract with Mactwin to perform work and/or supply goods and/or carry out maintenance.
- Instruction: the work agreed by Mactwin and the Client, which may consist of consultancy, fitting systems, carrying out maintenance, providing service or providing management, and/or materials and/or products to be supplied by Mactwin to the Client.

2. Applicability

These general terms and conditions apply to all offers drawn up by Mactwin and to contracts concluded between it and the Client. They also apply to all obligations arising from contracts concluded subsequently by Mactwin and the Client. The applicability of any general terms and conditions relied on or used by the Client is explicitly rejected.

3. Offers

- 3.1 Each offer made by Mactwin is made in writing or electronically. The offer is without obligation and may still be withdrawn by Mactwin following acceptance.
- 3.2 The offer contains a complete and accurate description of the instruction, provides a clear picture of the price and the pricing method used (contracting, guide price or cost-plus basis) and states the manner of payment.
- 3.3 The documents forming part of the offer, including drawings and technical descriptions, are as accurate as possible, but not binding. These documents remain the property of Mactwin and may not be used, made available to third parties, copied or be published in another manner without its written permission.
- 3.4 The offer is accompanied, in writing or electronically, by a copy of these general terms and conditions and makes reference to the applicability and availability of the general terms and conditions.
- 3.5 If the offer is not accepted, it must be returned to Mactwin together with the documents forming part of it.
- 3.6 Mactwin is entitled to charge for the costs incurred in making the offer, provided it has pointed out these costs before submitting the offer.

4. Conclusion of the contract

- 4.1 The contract is concluded on acceptance of the offer by the Client.
- 4.2 If the offer is made electronically, the contract will not be concluded until Mactwin has confirmed the receipt of the acceptance and the Client has received this confirmation.

5. Mactwin's obligations

- 5.1 Mactwin is obliged to cover the liability risk applying to it by taking out a liability insurance for companies (AVB policy), with a sum insured of 500,000 euros per event, a series of connected events counting as one event. At the Client's request, Mactwin will show documents proving the existence of the insurance it has taken out and provide details of the terms and conditions of this insurance contract.
- 5.2 Mactwin must perform the work it has been instructed to do properly and in accordance with the stipulations of the contract. In performing the work, Mactwin will observe the applicable regulations as are or will be in force at the time of performing the work.
- 5.3 In appropriate cases, Mactwin must inform and instruct the Client or the person or persons designated by the Client about putting into and keeping in working order the work delivered by Mactwin. The extent and manner in which this information and these instructions are given will be determined by Mactwin in reasonableness.

6. The Client's obligations

- 6.1 The Client must enable Mactwin to perform the agreed work within Mactwin's normal working hours and under circumstances complying with the statutory safety requirements and other government regulations.
- 6.2 The Client must ensure that Mactwin has the permits required for the work (such as licences and exemptions) and has received the details to be provided for the work by the Client in good time. Mactwin will give directions for this in its area of expertise.
- 6.3 The Client must provide the connection possibilities available to it for the electricity required for the work. The required electricity, gas and water are paid for by the Client.
- 6.4 The Client must arrange for applying for the systems to be connected to the grid of the utility company concerned or to the public transmission networks. The connection costs are payable by the Client. Mactwin will give directions for this in its area of expertise.
- 6.5 The Client must ensure that the work and/or supplies performed or delivered by third parties not forming part of Mactwin's work are performed or delivered in such a way and in good time so that the performance of the work is not delayed. If nevertheless a delay is caused as referred to in this article, the Client must inform Mactwin without delay.
- 6.6 The Client must arrange for the presence in good time of adequate and safe auxiliary equipment for moving the heavy parts required for the work horizontally and vertically and for access to the place where the work is carried out, as well as for the suitability of the access roads to the place of the work.

6.7 The Client will bear the risk for damage and/or loss caused by:

- a. defects or unsuitability of items originating from or prescribed by it or or which must be purchased from a prescribed supplier;
- b. the non-delivery or untimely delivery of the items referred to in a;
- c. errors or defects in the drawings, calculations, designs, specifications and instructions for implementation provided by the Client;
- d. the improper performance of the contract caused by or due to the auxiliary persons prescribed by the Client;
- e. unlawful acts or attributable shortcomings of other contractors and their auxiliary persons;
- f. damage to and/or loss of materials, parts or tools taken to the work if and to the extent that the Client is responsible for their surveillance.
- g. insufficient maintenance of the product;
- h. use of the product contrary to instructions of Mactwin.

6.8 The Client will allow Mactwin to fit name signs and/or advertising on the worksite or to the work.

- 6.9 The Client is not entitled to cause the auxiliary persons engaged by Mactwin in the performance of the work to carry out activities not related to the work.
- 6.10 During the term of a maintenance or management contract, the Client may not without Mactwin's permission repair the system supplied by Mactwin or any part thereof or perform any work on it or enable another person to do this. The Client, as implicit and/or explicit licensee of the right of use of the software and/or system programming installed by Mactwin in the system, is forbidden to process, copy or remove this property of Mactwin or cause it to be processed, copied or removed or otherwise cause it to be used contrary to its designated use. The Client is liable for all breaches committed by it or on its behalf of Mactwin's ownership right with respect to the software and/or system programming it has made available.
- 6.11 Client carries responsibility for compliance with any (safety)instructions from Mactwin for maintenance and proper use of the product supplied by Mactwin.

7. Contract variations

- 7.1 Contract variations will be settled:
- a. in the case of alterations to the specifications, the work or the conditions of execution of the work;
 - b. in the case of deviations from the amounts of the provisional budgets, estimated budgets and of offsettable and/or estimated quantities;
 - c. in the cases as determined in detail in the contract concluded between Mactwin and the Client, including these terms and conditions.

Settlement of the contract variations will take place in a lump sum on the next payment instalment falling due. If payment in instalments has not been agreed, the contract variations will be settled on completion of the work. Settlement of contract variations resulting in reduced costs will be made in a lump sum on the final settlement.

7.2 The absence of a written instruction to perform additional work does not prejudice Mactwin's claims for settlement of additional work.

7.3 If during the performance of the work circumstances occur which increase its cost, Mactwin will inform the Client as soon as possible. Cost-increasing circumstances not attributable to Mactwin will be settled as additional work.

8. Delivery

- 8.1 The delivery period agreed by Mactwin and the Client and/or date of delivery does not count as a deadline and/or deadline delivery date. Mactwin will inform the Client in good time if a fixed agreed term will be exceeded, after which the parties will make further arrangements about the consequences of exceeding this term.
- 8.2 The work will be considered delivered:
- either when Mactwin has informed the Client that the work is completed, tested and is in working condition, and the Client has approved or accepted the work;
 - or when not more than eight days have passed after Mactwin has declared to the Client in writing that the work is completed, tested and is in working condition and the latter has failed to approve or accept the work within this period;
 - or if the Client puts the work into use, whether prematurely or not, on the understanding that by putting into use (prematurely) part of the work, this part will be considered to have been delivered.
- 8.3 Delivery will discharge Mactwin from any liability for defects which the Client should reasonably have discovered at the time of delivery.
- 8.4 Minor defects which can be repaired within the guarantee periods and which do not affect the functioning of the work will not preclude delivery.
- 8.5 As a result of the delivery, the risk for the work will pass from Mactwin to the Client.

9. Payment and reservation of ownership

- 9.1 Mactwin is entitled to require at any time security, including additional security, from the Client after concluding the contract for the correct performance of the payment obligations applying to the Client vis-à-vis Mactwin. In the event that Mactwin has well-founded reasons to fear that the Client will not meet its payment obligations, Mactwin will be entitled to suspend the implementation of the work, if the Client at Mactwin's request refuses or is unable to provide security for the payment.
- 9.2 Payment of the invoices submitted by Mactwin to the Client must be made each time not later than within the term mentioned in the invoice. If a payment term is not mentioned in the invoice, payment must be made not later than within 14 days of the invoice date. If the parties

have agreed on payment in advance, this payment must be made not later than seven days after the contract is concluded.

9.3 The Client will be in default from the expiry of the payment term mentioned in the invoice. Mactwin will then be entitled to collect the sum due to it without further notice of default. All costs associated with this collection will be at the Client's expense.

9.4 The Client will owe Mactwin interest equivalent to the applicable statutory interest plus 2% for the period that the Client is in default with the sums payable by it.

9.5 All payments made by the Client will in the first place go to reduce the costs and interest payable by the Client and subsequently serve as payment for the oldest unpaid invoices, even if the Client stipulates that the payment relates to other invoices.

9.6 As long as the Client has not fulfilled its payment obligations under this contract, including that which has become payable by the Client in connection with failure to fulfil its obligations, Mactwin will remain the owner of all the items supplied by it to the Client, including materials and products.

9.7 All prices stated by Mactwin are exclusive of BTW (Dutch VAT). Mactwin is entitled to settle changes to wages and prices, unless they occur within three months of concluding the contract. In the event of multiannual contracts, Mactwin will be entitled to adjust the agreed prices annually on 1 January taking account of the price index applicable to that year.

10. Guarantee

10.1 For a period of six months following delivery, Mactwin guarantees that it will remedy any defects, unless the defect concerned is not a consequence of the work performed.

10.2 Mactwin's guarantee obligation only extends to defects which were reasonably not observable at the time of delivery and which manifest themselves under normal operational circumstances and with a correct use of the work. It does not extend to defects resulting from insufficient maintenance by the Client, alterations made without Mactwin's written permission or repairs carried out by the Client or normal wear and tear or to defects for which the Client is liable.

10.3 Mactwin's guarantee obligation will lapse if:

- defects in the work are not reported to Mactwin in writing as soon as possible after they have been discovered or could reasonably have been discovered;
- the Client does not make out a convincing case that defects are attributable to the lesser quality or inadequate completion of the work or, if and in so far as the design or the work originates from Mactwin, are the direct result of an attributable error for which Mactwin is to blame;
- the defect is the result of inadequate maintenance by the client;
- the Client does not cooperate fully with Mactwin to enable it to eliminate the defects within a reasonable period;
- the Client during the guarantee period without Mactwin's written permission gives a third party an instruction of whatever nature to make modifications to the work, or if such modifications have been made by the Client itself;
- during the guarantee period no necessary regular maintenance has been carried out on the work;
- the Client has not fulfilled its payment obligations vis-à-vis Mactwin.

10.4 The Client is obliged to offer all the products subject to a guarantee obligation of Mactwin which must be repaired to Mactwin's business location. The parts replaced by Mactwin under the guarantee obligation will be and remain Mactwin's property.

10.5 If in Mactwin's judgement the costs of repair are not in relation to the interest of the Client in repair, Mactwin will have the possibility to compensate the Client for the loss incurred as a result of the defect instead of remedying the defect.

11. Liability

11.1 Unless there is a question of intentional act or gross negligence on the part of Mactwin, Mactwin will not be liable to the Client for damage and/or loss, arising for whatever reason, including all direct and indirect damage and/or loss, including injury damage, consequential damage and trading loss. Mactwin is therefore inter alia not liable for:

- damage and/or loss caused by not fulfilling any obligation or not fulfilling it in time as a result of the circumstance not attributable to Mactwin;
- damage and/or loss caused by necessary replacement, repair or fault, whether as a result of normal wear and tear of the work or product or for whatever reason;
- damage and/or loss caused by or with the work or product, caused by whatever reason. The Client indemnifies Mactwin in this respect against claims made by third parties;
- loss of profits incurred by the Client and/or a third party caused in whatever way by damage to, breakdown of, the loss of or failure of the work or product;
- damage and/or loss caused to movable or immovable property or persons of the Client or third parties;
- damage and/or loss resulting from the failure of the immovable items supplied or hired by Mactwin to comply with statutory or other government requirements;
- damage and/or loss caused by a third party or by third parties engaged by Mactwin with the Client's approval.
- damage due to any shortcomings of the product supplied;

11.2 If and to the extent that any liability should rest with Mactwin, for whatever reason, this liability will be limited to the sum that is paid out in the context of the business liability insurance taken out by Mactwin in the case concerned. If and to the extent that for whatever reason no payment is made by the aforementioned insurance company, any liability is limited to the sum of 25,000 euros.

11.3 Mactwin is not liable for damage and/or loss caused following instructions by the Client or by working with the Client's items, employees and/or auxiliary persons.

11.4 Mactwin is not liable for damage and/or loss if the Client itself has made alterations to or has performed work on the work provided or performance delivered by Mactwin and/or if the Client has used this work and/or performance for purposes other than normal business purposes.

11.5 The Client will indemnify Mactwin against all claims made by third parties with respect to

damage and/or loss which under these terms and conditions remain the Client's responsibility, including damage and/or loss resulting from breaches of intellectual and industrial property rights.

11.6 The Client bears the risk for both damage and/or loss caused by errors or defects in the drawings, calculations, designs, specifications and implementing instructions it has provided and for the risk for damage and/or loss caused by errors or defects in Mactwin's designs which it has approved.

12. Suspension, dissolution and termination

12.1 In the event of force majeure, Mactwin will be entitled to suspend performance of the work by not more than six months without judicial intervention being required, or to terminate the work in an unfinished condition, without in that case being obliged to pay any compensation. All costs incurred by Mactwin until that time will be payable forthwith and in full. Force majeure within the meaning of this article means the circumstances which Mactwin did not reasonably need to take into account when concluding the contract and of which it was also unaware. These also include failure by a supplier of Mactwin to fulfil its obligations, transport problems, fire, strikes or work interruptions, loss of the parts to be processed and import or trading prohibitions.

12.2 The Client is not permitted to set off any amount payable by it against amounts which are payable by Mactwin to it. Nor is the Client entitled to suspend the payment under this contract in connection with any other contracts concluded by the Client.

12.3 If the Client fails to fulfil one or more of its obligations under the contract or to fulfil them in a timely or proper manner, Mactwin will be entitled without further notice of default or judicial intervention, and without being obliged to pay any compensation for damage and/or loss, to suspend the supply of items and/or performance and/or to dissolve the contract concerned with immediate effect by means of written notification to the Client, without prejudicing all other rights to which Mactwin is entitled.

12.4 In addition to the other rights to which Mactwin is entitled, Mactwin may dissolve the contract with the Client at any time without any further notice of default or judicial intervention and without any obligation to pay the Client compensation with immediate effect by means of written notification to the Client if the Client leaves its debts which have become due and payable unpaid, if the Client becomes insolvent, is put into liquidation, applies for a moratorium on payment, relies on the Debt Rescheduling (Natural Persons) Act, assigns its estate, dies or is placed under guardianship, ceases its business operations or changes them substantially and/or an attachment is made against it which is not lifted within 30 days of the date of the attachment.

12.5 In the event that Mactwin and the Client have concluded a contract for a definite period, the Client will be obliged to terminate this contract in writing not later than three months before the expiry of the agreed period, failing which the contract will be deemed to have been extended tacitly for a term of one year.

13. Applicable law and disputes

13.1 All Mactwin's offers and contracts are exclusively governed by Dutch law.

13.2 All disputes between Mactwin and the Client will be settled by the ordinary court to the exclusion of the Court of Arbitration for the Metal Trade and Industry (Raad van Arbitrage voor de Metaalnijverheid en –handel), provided, however, that Mactwin is entitled to have the dispute settled by the ordinary court; in that case the dispute will be submitted to the competent court of Arnhem.

14. Intellectual property

14.1. Mactwin remains the owner of any pictures, designs, drawings, calculations, explanations, samples, diagrams, models, advice or other documentation made available to the Client with an offer made by Mactwin or in a contract concluded with Mactwin or disclosed to the Client. The aforementioned pictures, drawings, calculations, etc. must also be returned to Mactwin upon first request.

14.2. All intellectual and industrial property rights incumbent on the Products, instructions for use, etc., as well as to the documentation stipulated in section 1 of this article are exclusively held and/or are exclusively attributable to Mactwin.

14.3. The Client shall be considered to be familiar with the fact that patents may be used in the manufacture of the Products. The Client must refrain from any action that should constitute a breach of one or more of these patents. The Client must immediately inform Mactwin in detail in the event that he should in any way become aware of a breach in any way whatsoever of one or more of Mactwin's patents. The Client further indemnifies Mactwin from any claims pursuant to any breach of the aforementioned (patent) rights and shall compensate Mactwin for any damage suffered as the result of any breach. In the event of an (alleged) breach, Mactwin shall immediately be entitled to suspend the fulfilment of the contract either in whole or in part or to terminate the contract.

14.4. For the violation of the foregoing, the Client shall forfeit to Mactwin an immediately payable fine in the amount of EUR 100,000, without prejudice to Mactwin's rights, including to claim full damages.

15. Final stipulation

15.1 If one of the stipulations of these General terms and conditions is invalid and/or nullified or voided, this will not affect the validity of the other stipulations. Instead of the invalid and/or nullified and/or voided article or section, a stipulation will be deemed to have been agreed which in the context of what is legally possible best approaches the intention and spirit of the invalid and/or nullified and/or voided article or section.

15.2 Mactwin is entitled to change these General terms and conditions in the future. The Client will be informed of any change.