



TEK-DEK Europe EASY-TEK
CoC Haarlem, Netherlands: 34191423
General Terms and Conditions



Article 1 Definitions

- 1.1 In these general terms and conditions, the following terms are used with the meaning indicated below, unless explicitly indicated otherwise or unless proven otherwise from the context:
- a. TEK-DEK: the user of these general terms and conditions: TEK-DEK / EASY-TEK / ScheepsEtcetera, with registered office in Haarlem, registered with the Chamber of Commerce under number 34191423;
 - b. client: the natural person who or the legal entity which enters into an agreement with TEK-DEK or who or which has received a quotation/offer from TEK-DEK or with whom or which TEK-DEK has a legal relationship or for whom or which TEK-DEK performs any legal act;
 - c. agreement: the agreement between TEK-DEK and the client;
 - d. consumer: the natural person who does not act in the performance of his profession or the operation of his business;
 - e. work: the (work) drawings, illustrations, prototypes, moulds, designs, photographs and other materials or (electronic) files created by TEK-DEK in the framework of the agreement;
 - f. website: the website www.tek-dek-europe.com that is managed by ScheepsEtcetera.

Article 2 General

- 2.1 These general terms and conditions apply to all quotations, offers and agreements with respect to performing deliveries and/or activities by TEK-DEK to the client as well as all (other) legal acts between TEK-DEK and the client, also including negotiations and other pre-contractual situations.
- 2.2 Any departures from these general terms and conditions will only be valid, if they have been agreed on explicitly and in writing or electronically.
- 2.3 The applicability of any purchasing terms and conditions or other terms and conditions of the client is explicitly declined.
- 2.4 If one or several provisions in these general terms and conditions are null and void or might be nullified, the other provisions of these general terms and conditions will remain fully applicable. The null and void or nullified provisions will be replaced by TEK-DEK, on the understanding that the aim and purport of the original provisions are taken into account as much as possible.

Article 3 Offers and quotations

- 3.1 Every quotation or offer by TEK-DEK is non-committal.
- 3.2 Every quotation is based on execution under normal circumstances and on information, data, documents et cetera provided by the client.
- 3.3 Obvious mistakes or errors on the website and in brochures, quotations or publications by TEK-DEK or not binding upon TEK-DEK.
- 3.4 If no agreement is reached on the basis of the quotation, the quotation and all associated documents will be returned immediately by the client to TEK-DEK for the client's risk and account, at TEK-DEK's first request. The quotations/offers and any other documents provided by TEK-DEK to the client remain TEK-DEK's property and may not be multiplied or provided to a third party for inspection without TEK-DEK's approval.
- 3.5 The assortment offered on the website can be changed.

Article 4 Images and other data

- 4.1 All images, dimensions, colours, weights et cetera of the products offered and included on the website, in quotations or in brochures only apply approximately and cannot give cause to damages and/or dissolution.

Article 5 Prices and rates

- 5.1 The prices and rates stated for the client, if the client is a business, are exclusive of VAT.

- 5.2 The prices and rates stated for the client, if the client is a consumer, and the prices and rates stated in the webshop are exclusive of VAT, unless stated otherwise.
- 5.3 TEK-DEK is entitled to adjust its prices and rates from time to time.
- 5.4 For TEK-DEK the prices and rates are based on the euro. However, if invoicing takes place in a different currency and the exchange rate has changed between the moment at which the agreement takes effect and the moment of delivery, TEK-DEK will be entitled to review the original price.
- 5.5 TEK-DEK is not liable for customs duties or other local taxes or import duties that may be applicable in the client's country.

Article 6 Realization of the agreement

- 6.1 The agreement is realized after the client:
- a. has completed the order procedure via the website; or
 - b. has accepted TEK-DEK's order orally, in writing or by e-mail.
- 6.2 After the agreement has been realized via the website, TEK-DEK sends the client an e-mail to confirm that TEK-DEK has received the order. The order number and the other details of the client's order are included in this confirmation e-mail. As long as the client has not received the confirmation e-mail, the client can dissolve the agreement free of charge.
- 6.3 The order can only be placed via the website, once the client has clicked the option that he agrees to these general terms and conditions.

Article 7 Execution of the agreement

- 7.1 TEK-DEK executes the agreement to the best of its judgement and ability and in conformity with the requirements of good workmanship and based on the knowledge available at that time.
- 7.2 In the execution of this agreement TEK-DEK is entitled to call in a third party, procure goods from a third party, purchase services from a third party and have the agreement performed in whole or in part by a third party without notification to the client.

Article 8 Client's obligations

- 8.1 The client is to ensure that any information, equipment and area of which TEK-DEK indicates that it is necessary or of which the client should reasonably understand that it is necessary for the execution of the agreement, is provided to TEK-DEK in time.
- 8.2 Any incomplete and/or incorrect information provided by the client is for the client's risk and account.
- 8.3 Only the client is responsible for observing all statutory provisions and other regulations that apply with respect to retaining, keeping, transporting, using and processing the delivered products in whatever way.
- 8.4 If TEK-DEK is commissioned by the client to perform assembly, repair and/or maintenance activities, the client will have to ensure that:
- a. the location where the activities are to be performed is accessible at the time agreed on;
 - b. all obstacles at the site are removed prior to commencement of the activities;
 - c. the site at which the activities are to be performed is accessible for means of transport of TEK-DEK or of the third party called in by TEK-DEK;
 - d. the activities can be performed undisturbed;
 - e. electricity and all reasonable facilities necessary for performing the activities are available.
- 8.5 To the extent that the client has undertaken to deliver certain materials and or perform certain activities (or have certain activities performed) in the framework of this agreement, the client is responsible for timely delivery and/or performance (or for having the said activities performed in time). If this delivery or performance does not take place in time, the client will be liable.
- 8.6 The client is held to inform TEK-DEK immediately about any facts and circumstances that may be relevant with respect to the execution of the agreement.
- 8.7 If the client is not present at the location and time agreed on so that TEK-DEK cannot perform the activities, the client will have to pay any additional costs arising from such non-compliance (including call-out charges and man-hours) to TEK-DEK.
- 8.8 The client indemnifies TEK-DEK for any claims by a third party that incurs damage with respect to the execution of the agreement that is attributable the client.

- 8.9 The client is held to use the materials or services delivered exclusively as intended by the instructions or technical specifications.
- 8.10 If the client does not comply with his obligations towards TEK-DEK or does not do so in time or completely, the client will be liable for any damage incurred by TEK-DEK as a result of such non-compliance.

Article 9 Amendments of the agreement and additional costs

- 9.1 If the parties agree that the agreement is amended or supplemented, the time of completion of the execution may be affected as a result. TEK-DEK will inform the client about this as soon as possible.
- 9.2 If the amendment of the agreement involves new drawings, calculations, descriptions, models, moulds et cetera to be made by TEK-DEK, the associated costs will be charged to the client.
- 9.3 If possible, the client is notified in advance of the financial consequences of amending the agreement.
- 9.4 If the dimensions provided or confirmed by or on behalf of the client, on the basis of which TEK-DEK has manufactured the products and accessories to be delivered by TEK-DEK, do not match the actual dimensions, TEK-DEK will be entitled to payment by the client of all costs of adjusting the products to be delivered. If adjustment appears to be impossible, the client will reimburse TEK-DEK for all costs it has incurred, such as costs of materials used. In this case, the delivery time is extended to such extent as is reasonable, taking all circumstances into account.
- 9.5 Furthermore, TEK-DEK will be entitled to increase the fixed price agreed on, if during the execution of the activities it becomes apparent that the amount of work originally agreed on or expected has been estimated insufficiently at entering into the agreement and if this cannot be blamed on TEK-DEK, to the extent that it cannot be reasonably expected from TEK-DEK that it performs the activities agreed on against the price originally agreed on.
- 9.6 Waiting times and delay caused by unforeseen circumstances or by the client's non-compliance with his obligations are charged to the client if they lead to additional costs.

Article 10 Delivery times

- 10.1 The delivery times stated by TEK-DEK are not to be considered terms to be observed on penalty of forfeiture of rights.
- 10.2 TEK-DEK commences delivery at the moment at which it receives down payment from the client, unless the parties have agreed otherwise.
- 10.3 If the delivery time agreed on with the client is exceeded due to an event that is beyond TEK-DEK's control and that cannot be attributed to any act or omission of TEK-DEK, as described in Article 21 of these general terms and conditions, this term will be extended automatically with the period by which it was exceeded as a result of the afore-mentioned event.
- 10.4 If the delivery time is exceeded, this shall not under any circumstances confer entitlement to compensation.
- 10.5 If TEK-DEK cannot deliver the products ordered via the website within 30 days after placement of the order, TEK-DEK will contact the client to agree on a new delivery time. In such case, the client, if the client is a consumer, can dissolve the agreement free of charge. If the client dissolves the agreement, TEK-DEK will, within 30 days after dissolution, repay amounts already paid.

Article 11 Delivery

- 11.1 The products are delivered at the address stated by the client, unless it has been agreed that the client collects the products from TEK-DEK or that TEK-DEK assembles the delivered products at the client's site.
- 11.2 All prices for the products as stated are exclusive of shipment, transport or assembly costs, unless explicitly stated otherwise. If the client orders the products via the website, the client will be informed of the shipment or transport costs before the client confirms the order.
- 11.3 The client is to ensure that the destination at which the products are to be delivered is easily accessible.
- 11.4 The client is held to receive the delivered products. If the client does not receive the purchased products physically, they will be stored for the client's account and risk.

- 11.5 The client is expected to inspect the delivered products immediately upon delivery and to report any defects or failures to TEK-DEK. The client has to give TEK-DEK an opportunity to check this report and to perform the activities agreed on.

Article 12 Right of withdrawal

- 12.1 The client, if the client is a consumer, who has ordered a product via the website is entitled to dissolve the agreement, without stating the reason, within 14 days upon receipt of the product and to return the product delivered, provided that it is unused and unchanged, that it is in the original packing, and that it bears the original labels. The client is informed of this right of withdrawal by e-mail before delivery or in writing with the delivery of the products ordered.
- 12.2 If the client dissolves the agreement in conformity with this article, the shipment costs associated with returning the product will be for the client's account.
- 12.3 In the event of a dissolution as described in this article, TEK-DEK will, within 30 days after delivery of the returned product, refund any amounts already paid.
- 12.4 If the client – if the client is a consumer – at ordering the product has opted via the website for collecting the products from TEK-DEK, the client will be entitled to dissolve the agreement at the moment at which he is about to collect the products. Once the client has collected the products and has therefore had an opportunity to inspect the products, the agreement cannot be dissolved any longer.
- 12.5 The right of withdrawal as described in this article does not apply to the client, if the client is a business.

Article 13 Cancellation and cancellation costs

- 13.1 The client can cancel the assignment or order of products free of charge until the moment at which TEK-DEK receives down payment from the client.
- 13.2 If the client cancels the order upon payment of the amount invoiced in advance and more than 24 hours before the commencement date, 50% of the quoted amount will be charged to the client as cancellation costs. If cancellation takes place 24 hours or less before the commencement date, the cancellation costs are 100% of the quoted amount.
- 13.3 If the client cancels the order after payment of the amount invoiced in advance, 50% of the total price of the order will be charged to the client as cancellation costs.
- 13.4 Cancellation is to be in writing or by e-mail.

Article 14 Handling costs and returning of products

- 14.1 If the client is not entitled to appeal to the legal right of withdrawal as described in Article 12, for instance if the client is a business or if the order has not come about via the website, and the client returns the products ordered, the handling costs will be charged to the client in addition to the cancellation costs as described in Article 13.3. These handling costs are 25% of the selling price.
- 14.2 The client has to return the products in the unopened, original packing. Any transport damage to returned products is for the client's account and risk.

Article 15 Complaints

- 15.1 Visible defects to products delivered are to be reported to TEK-DEK immediately upon delivery. If the client accepts the package containing the product while the package or product is damaged or has a defect, or if the client does not report the damage or defect to TEK-DEK in time, TEK-DEK will not be liable for the said damage or defect.
- 15.2 For questions about the order or for lodging complaints, the client should contact: TEK-DEK, telephone +31 (0)294-237975, e-mail: info@td-sc.eu
- 15.3 Complaints are handled by TEK-DEK within 30 days. In the unhelped-for event that complaints cannot be handled within 30 days, the client will be informed of the term of delay.

Article 16 Warranty

- 16.1 TEK-DEK offers a 5-year warranty on TEK-DEK/EASY-TEK products. This warranty means that if the product has a defect within the term of warranty, TEK-DEK, at TEK-DEK's discretion, provides a replacement product or replaces a part of the product. In so far as applicable, the manufacturer's warranty applies to all other products delivered.
- 16.2 A 5-year warranty is offered on assembly activities performed.
- 16.3 The term of warranty starts on the day of delivery.

- 16.4 The invoice is the certificate of warranty.
- 16.5 The warranty will become invalid and complaints about the delivered product will no longer be considered, if:
- a. the client does not report any defects to the delivered product in writing or by e-mail to TEK-DEK immediately after they have been detected;
 - b. activities and/or changes and/or repairs have been performed to the delivered product by the client or a third party;
 - c. the user or maintenance instructions have not been complied with precisely;
 - d. defects are the result of improper use, faulty assembly by the client, poor maintenance, the use of the wrong maintenance tools or default from the side of the client or his employees;
 - e. defects are caused by force majeure, such as: fire, natural disasters, explosions, cleaning products, smoke and accumulated dirt;
 - f. defects are caused by governmental regulations concerning the nature or quality of the materials used;
 - g. there is a small flaw that is customary in the trade and/or technically unavoidable;
 - h. defects are caused by components and/or products not delivered by TEK-DEK.
- 16.6 The replacement of products or product parts does not constitute an extension of the term of warranty.
- 16.7 The client can only appeal to the warranty after he has complied with all obligations he has towards TEK-DEK.
- 16.8 The client shall give TEK-DEK Service Centre Europe or the third party called in by TEK-DEK the opportunity to investigate the warranty claim.

Article 17 Invoicing and payment

- 17.1 The client can only collect the products ordered from TEK-DEK upon prior payment of the invoice amount or when paying the invoice amount at the moment of collecting the products.
- 17.2 If the products ordered are sent to the client, invoicing is as follows:
- a. 50% at placement of the order;
 - b. 50% before the products are sent to the client.
- 17.3 Products ordered via the website can be paid as follows:
- a. In advance by bank transfer;
 - b. By telebanking;
 - c. By another method as indicated on the website.
- 17.4 If TEK-DEK is commissioned by the client to perform activities, invoicing is as follows:
- a. 50% when the order is issued;
 - b. 50% upon delivery.
- 17.5 If the completion of the order takes longer than three months, another 25% will be claimed intermediately.
- 17.6 If the client does not pay the amount invoiced in advance or intermediately in time, TEK-DEK will be entitled to suspend the delivery until the full outstanding invoice amount has been paid. TEK-DEK is not liable for any damage incurred by the client as a result of the suspension.
- 17.7 If the term of payment is exceeded, the client is held to pay the legal commercial interest rate in conformity with Article 6:119a of the Dutch Civil Code, from the date on which the due amount has become payable until the moment of payment. If the client is a consumer, the client will be held to pay the legal commercial interest rate in conformity with Article 6:119 of the Dutch Civil Code as from the date on which the client is in default. Additionally, all judicial and extrajudicial costs of recovery after the client has been in default shall be borne by the client. If the client is a business, the extrajudicial collection costs are 15% of the principal amount with a minimum of €100. If the client is a consumer, the extrajudicial collection costs are 15% of the principal amount with respect to the first €2,500, 10% of the principal amount with respect to the next €2,500, and 5% of the principal amount with respect to the next €5,000, with a minimum of €40.
- 17.8 In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, TEK-DEK's claims against the client will be payable immediately.
- 17.9 Every payment by the client is first considered payment of the payable interest amount(s) and next payment of the costs incurred in collecting the amounts owed. Only after these amounts have been paid, any payment by the client is considered payment of the principal amount.

Article 18 Retention of title

- 18.1 All products delivered and yet to be delivered remain TEK-DEK's exclusive property until all (future) claims that TEK-DEK has against the client, including at least the claims referred to in Article 3:92, paragraph 2, of the Dutch Civil Code, have been paid in full.
- 18.2 As long as the title of the products has not been transferred to the client, the client shall not:
- a. pledge the products;
 - b. grant third parties any right to the products;
 - c. resell the products beyond the constraints involved in the normal conduct of business.
- 18.3 The client is not allowed to alienate the products within the constraints involved in the normal conduct of business at the moment at which the client applies for suspension of payment or if the client is declared bankrupt.
- 18.4 The client undertakes to cooperate at TEK-DEK's first request in the establishment of a right of pledge in respect of claims which the client obtains or shall obtain against its clients as a result of it reselling products.
- 18.5 The client undertakes to keep the products delivered under retention of title with the appropriate care and recognizable as TEK-DEK's property. The client shall do whatever can be reasonably expected of him to safeguard TEK-DEK's property rights.
- 18.6 If the client does not or not completely comply with his obligations towards TEK-DEK and in the event of dissolution of the agreement on any account whatsoever, TEK-DEK will be entitled to take back all products on which the retention of title rests, without prior notice of default or judicial intervention, without prejudice to TEK-DEK's right to recover the damage in full.
- 18.7 If TEK-DEK wants to make use of this right as described in this article, the client will be held to grant TEK-DEK access to all locations of TEK-DEK's products.
- 18.8 In the event of attachment, suspension of payment, or bankruptcy, the client shall immediately point out TEK-DEK's rights (of ownership) to the bailiff levying the attachment, the administrator or the receiver.
- 18.9 The stipulations of this article are without prejudice to TEK-DEK's other rights.

Article 19 Suspension and dissolution

- 19.1 TEK-DEK will be entitled to suspend the execution of the agreement immediately, if:
- a. in the execution of the agreement TEK-DEK is threatened to be exposed to substances that are harmful to health;
 - b. the materials with which and the circumstances under which the agreement is to be executed do not comply with the requirements as provided for by the law;
 - c. after the agreement has been entered into, it has come to TEK-DEK's notice that certain circumstances give good reason to fear that the client will not comply with his obligations.
- 19.2 TEK-DEK will be authorized to dissolve the agreement, if the client does not or not fully comply with the obligations arising from the agreement and if the client has not responded to a notice of default sent to him.
- 19.3 Additionally, TEK-DEK will be authorized to dissolve the agreement in the event of circumstances of such nature that compliance with the agreement is impossible or can no longer be demanded according to standards of fairness and reasonableness or if other circumstances occur of such nature that unchanged continuation of the agreement can reasonably not be expected.
- 19.4 TEK-DEK will be authorized to dissolve the agreement, if the client applies for or is granted suspension of payment, if the client is declared bankrupt or has filed a petition for bankruptcy, or if the client is not able to pay his debts, decides to cease or liquidate his company, is placed under administration, or if an administrator or receiver is appointed.

Article 20 Liability and limitation

- 20.1 TEK-DEK cannot be held to pay compensation for any damage that is directly or indirectly caused by:
- a. an event that is in fact beyond its control and therefore cannot be attributed to any act and/or omission on its part, as described in Article 21 of these general terms and conditions;
 - b. any act or omission on the part of the client, his subordinates or other persons, who have been employed by or on behalf of the client.

- 20.2 Under all circumstances, the client is responsible for the correctness and completeness of all data, calculations and documents provided by him. TEK-DEK is never liable for any damage that has been (partly) caused by the incorrectness and/or incompleteness of data, calculations, documents, detailed designs and advice provided by the client or by complying with the client's instructions. The client indemnifies TEK-DEK against all claims regarding such incorrectness and/or incompleteness or such compliance.
- 20.3 The colours displayed on the client's screen can differ from the actual colours of the product. TEK-DEK is not liable for such colour differences.
- 20.4 TEK-DEK is not liable for any accidents with or damage to the products delivered by TEK-DEK due to incorrect or improper use or use that is not in conformity with the user instructions.
- 20.5 If the client or a third party makes changes in the products delivered by TEK-DEK, TEK-DEK will exclude any liability with respect to the functioning and any (consequential) damage.
- 20.6 TEK-DEK will not accept any liability, if, contrary to TEK-DEK's advice, the client demands that certain activities are to proceed nonetheless.
- 20.7 The client is liable for any loss and/or damage to property, materials, tools, machines et cetera, which TEK-DEK has stored with the client during the performance of the activities.
- 20.8 TEK-DEK is not liable for any damage of whatever nature arising from or due to derogations from matters of the client which TEK-DEK is working on.
- 20.9 TEK-DEK is never held to pay compensation for consequential damage. In these general terms and conditions, consequential damage includes at least: lost turnover, lost profit, missed savings, production damage, operational damage, stagnation damage, loss due to delay, and indirect damage, irrespective of their origin.
- 20.10 If TEK-DEK is liable for any damage, TEK-DEK's liability will be limited to the amount of the payment made by TEK-DEK's insurer. If the insurer does not pay out, or if the damage is not covered by the insurer, TEK-DEK's liability will be limited to the invoice amount, at least for the part of the agreement in respect of which TEK-DEK is liable.
- 20.11 The restrictions with respect to liability for direct damage included in these general terms and conditions will not apply, if the damage is a direct consequence of the wilful misconduct or deliberate recklessness of TEK-DEK or its subordinates.
- 20.12 Rights of claim and other powers of whatever nature with respect to TEK-DEK shall lapse in any event after one year from the moment at which a circumstance occurs that the client can use these rights and/or powers against TEK-DEK, on the understanding that a two-year limitation period applies to the client if the client is a consumer.

Article 21 Force majeure

- 21.1 TEK-DEK will not be held to comply with any obligation, if it is prevented from doing so as a result of force majeure. Force majeure is understood to mean at least: harsh weather conditions; floods; landslides; terrorism; barriers put up by third parties, including those put up by governments; circumstances preventing transport; strikes; riots, wars or dangers of war; disruptions of electrical power supply; loss or damage to products during their transport; late delivery or non-delivery of products to TEK-DEK by its suppliers; export and import bans; fires, disruptions and accidents in the company of TEK-DEK or its supplier; burning of means of transport of TEK-DEK or its supplier, the occurrence of defects to such means of transport, or the involvement of such means of transport in accidents; measures taken by any domestic, foreign or international government.
- 21.2 Force majeure also includes any shortcoming on the part of TEK-DEK's suppliers.
- 21.3 In the event of force majeure, TEK-DEK cannot be held liable for any damage that is a direct or indirect result of force majeure, and it will be released from its delivery obligation. It will depend on the circumstances of the case if this provision will apply, and will remain applicable, in full or in part, or if the delivery will only be suspended. If there is still a possibility to make delivery, possibly with changes, both TEK-DEK and the client will be held to use this possibility, possibly with adjustment of the amounts to be paid by the client.
- 21.4 If a situation of force majeure has lasted for more than two months, the parties shall be entitled to terminate the agreement by rescinding it in writing. What has been delivered pursuant to the agreement will be settled proportionately.

Article 22 Confidentiality

- 22.1 Both parties are held to secrecy of all confidential information they have obtained from each other or from another source in the framework of their agreement. Information will be

considered confidential, if it has been imparted by the other party or if it arises from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it has been provided.

Article 23 Intellectual property rights

- 23.1 Any intellectual property rights in respect of the work are vested in TEK-DEK.
- 23.2 If the client fully complies with his obligations under the agreement with TEK-DEK, he will be granted a licence for the use of the work for purposes of publication and reproduction as such purposes were agreed on when the work was commissioned. If no specific purposes as aforesaid have been agreed on, the licence shall be limited to the use of the work on which firm intentions existed at the time when the work was commissioned. Without TEK-DEK's written approval the client is not entitled to use the work in a wider sense than has been agreed on.
- 23.3 As long as no further arrangements are made, TEK-DEK is free to use the delivered work for its own publicity or promotion.
- 23.4 Without TEK-DEK's prior written approval the client shall not be permitted to copy (in other ways than for internal use), multiply or make public, neither in whole nor in part, the concepts, designs, documents, images and drawings made available.

Article 24 Security and the Internet

- 24.1 TEK-DEK shall take appropriate security measures to protect the website against the risks of unauthorized access to or modification, destruction or loss of data entered by the client through the website.

Article 25 Applicable law and competent court

- 25.1 The laws of the Netherlands exclusively apply to every agreement between TEK-DEK and the client. The applicability of the Vienna Sales Convention is excluded.
- 25.2 All disputes relating to agreements between the client and TEK-DEK will be submitted to the competent court in the district where TEK-DEK has its registered office. If the client is a consumer, the client has the possibility of opting for the competent court in accordance with the law within one month after TEK-DEK has called upon this article.