

General Terms and Conditions for services provided by the RETAM service group

These general terms and conditions are applied by RETAM service group B.V. in Helmond, as well as by its legal successors under special and/or general title and all companies and enterprises affiliated with it or its legal successors. RETAM service group is registered in the Trade Register of the Chamber of Commerce under number 82353859.

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Article 1 Definitions

1. In these terms and conditions, the following definitions apply:

The Work:	the totality of the agreed activities (including any design) and/or deliveries.
Specifications:	the (further) description of the Work.
Client:	the counterparty that commissions RETAM to perform the agreed activities.
User:	the natural person, legal entity, or organization that makes or will make use of the Work.
RETAM:	RETAM service groep B.V., registered with the Chamber of Commerce under number 82353859.

Article 2 Applicability

1. These terms and conditions apply to every offer, quotation, and agreement between RETAM and a Client to which RETAM has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing. Once these general terms and conditions are applicable, they also apply, without further declaration, to partial or subsequent assignments arising from the agreement.
2. These general terms and conditions apply to all offers drawn up by RETAM and to all agreements concluded with the Client. They also apply to all obligations arising from agreements subsequently concluded between the parties.
3. These terms and conditions also apply to all agreements with RETAM for the execution of which third parties must be involved.'
4. Any deviations from these general terms and conditions are only valid if they have been expressly agreed upon in writing.
5. The applicability of any purchasing or other terms and conditions of the Client is expressly rejected.

Article 3 Offers and quotations

1. All offers are without obligation, unless a period for acceptance is stated in the offer and/or expressly indicated otherwise.
2. The quotations/offers drawn up by RETAM are valid for 30 days, unless indicated otherwise. RETAM is only bound by the quotations/offers if the acceptance thereof by the Client is confirmed in writing within 30 days, unless indicated otherwise.
3. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including shipping and administrative costs, unless indicated otherwise.
4. If the acceptance deviates (on minor points) from the offer included in the quotation, RETAM is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless RETAM indicates otherwise in writing.
5. A composite price quotation does not oblige RETAM to perform a part of the assignment for a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments.

Article 4 Execution of the Agreement

1. RETAM shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, based on the state of science and technology known at that time.
2. If and insofar as proper execution of the agreement requires this, RETAM has the right to have certain activities performed by third parties.
3. The Client shall ensure that all data which RETAM indicates are necessary, or which the Client ought reasonably to understand are necessary for the execution of the agreement, are provided to RETAM in a timely manner. If the data required for the execution of the agreement are not provided to RETAM in a timely manner, RETAM has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs arising from the delay at the customary rates.
4. RETAM is not liable for damage of any nature whatsoever resulting from RETAM having relied on incorrect and/or incomplete data provided by the Client. 5. At the request of the Client, RETAM shall provide the documents demonstrating that RETAM has taken out liability insurance.
5. If it has been agreed that the assignment will be carried out in phases, RETAM may suspend the execution of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
6. If work is performed by RETAM or by third parties engaged by RETAM in the context of the assignment at the Client's location or a location designated by the Client, the Client shall provide, free of charge, the facilities reasonably desired by those employees.
7. The Client is obliged towards RETAM to enable the execution of the Work within RETAM's normal working hours and under conditions that comply with statutory safety requirements and other applicable official government regulations.

8. The Client shall ensure that RETAM has timely access to the approvals required for the Work (such as permits and exemptions) and to the data to be provided by the Client for the Work. 10. The Client indemnifies RETAM against any claims from third parties who suffer damage in connection with the execution of the agreement, insofar as such damage is attributable to the Client.
1. 11. The Client shall be responsible for applying for the connection of any installations to the grid of the relevant utility company or to the various public transmission networks, respectively. The connection costs shall be borne by the Client. RETAM shall provide instructions in this regard within its field of expertise.
2. 12. In the execution of the Work, RETAM shall observe the applicable official statutory regulations, safety and environmental standards, and other binding government and standardization provisions. The term “regulations” expressly does not include: wishes, requirements, internal guidelines, or policy rules of the Client, unless these have been expressly agreed upon in writing as a contractual obligation. Any financial consequences of changes to the aforementioned official regulations between the date of the offer and the completion of the Work shall be settled as additional work.

Article 5 Continuity of execution and stagnation

1. The technical execution of the Work must be able to be carried out by RETAM, where reasonably possible, continuously, efficiently and in accordance with the agreed schedule.
2. The Client guarantees that the workplace, the work site and/or the location is accessible in a timely, safe and free manner on the planned Working Days, and that prior (civil/structural) works, facilities and preconditions required to carry out RETAM's work are ready in time.
3. If the execution of the work on planned Working Days is wholly or partially prevented, delayed or interrupted by (i) the absence or late completion of prior civil/structural works, (ii) the absence of necessary facilities, connections, data or approvals, (iii) the unavailability or unsafety of the workplace/location, or (iv) other circumstances attributable to the Client or third parties engaged by the Client, this shall be deemed stagnation for the account and risk of the Client.
4. All lost hours, waiting hours, rescheduling hours, inefficiency, additional mobilization/(dis)assembly costs, personnel and equipment costs, as well as other (direct) stagnation and delay costs resulting from stagnation shall be borne entirely by the Client and may be invoiced by RETAM at the customary rates, without prejudice to RETAM's right to additional compensation to the extent permitted by law.
5. 5. In the event of stagnation, RETAM is also entitled to a proportionate extension of the execution period, increased by a reasonable restart period.

Article 6 Safety Standards for Access and Barrier Systems

1. To the extent that the Work relates (partly) to automatic access and barrier systems, these shall be designed, supplied, and/or installed by RETAM in accordance with the official (European and/or Dutch) safety standards applicable thereto at the time of design/supply/installation, including – where applicable – EN 12453 and related standards.
2. RETAM operates in accordance with these standards. The Client shall not remove, disable, or modify any safety devices, detection systems, guards, signaling, and/or operating and emergency devices advised by RETAM that are necessary to comply with the relevant standards.
3. If the Client, deviating from RETAM's advice, requests (i) the non-application of advised safety devices, or (ii) the modification/removal/disabling thereof after delivery, this shall take place exclusively after written confirmation by RETAM and entirely at the expense and risk of the Client. In that case, RETAM is not liable for any resulting damage, unless there is intent or gross negligence on the part of RETAM.

Article 7 Amendment of the Agreement

1. If, during the execution of the agreement, it becomes apparent that it is necessary to modify or supplement the work to be performed for proper execution, the parties shall adjust the agreement accordingly by mutual consultation as soon as possible, but in any case within one month.
2. If the parties agree that the agreement will be modified or supplemented, the time of completion of the execution may be affected thereby. RETAM shall inform the Client of this as soon as possible.
3. If the modification or supplement to the agreement will have financial and/or qualitative consequences, RETAM shall inform the Client thereof in advance.
4. If a fixed fee has been agreed, RETAM shall indicate to what extent the modification or supplement to the agreement will result in an exceeding of this fee.
5. Notwithstanding paragraph 3, RETAM shall not be entitled to charge additional costs if the modification or supplement is the result of circumstances attributable to RETAM.

Article 8 Contract duration; execution period

1. The agreement between RETAM and the Client is entered into for an indefinite period, unless the nature of the agreement implies otherwise or the parties expressly agree otherwise in writing.
2. If a deadline has been agreed within the term of the agreement for the completion of specific activities, this shall never be a strict deadline. In the event of exceeding the execution period, the Client must therefore notify RETAM in writing of the default.

3. The Work shall be deemed delivered:
 - a. either when RETAM has notified the Client that the Work is completed, tested, and ready for operation and the Client has approved or accepted the Work;
 - b. or when at most eight days have elapsed after RETAM has declared in writing to the Client that the Work is completed, tested, and ready for operation and the Client has failed to approve or accept the Work within that period;
 - c. or when the Client puts the Work into (early) use, provided that by (early) use of a part of the Work, that part is considered delivered.
4. Minor defects that can be repaired within the warranty period and that do not affect the functioning of the Work shall not prevent delivery.
5. Delivery releases RETAM from all liability for defects that the Client should reasonably have discovered at that time.
6. As a result of the delivery, the risk for the Work passes from RETAM to the Client.

Article 9 Fee

1. For offers and agreements in which a fixed fee is offered or agreed upon, paragraphs 2, 5, 6, 7, and 8 of this article shall apply. If no fixed fee is agreed upon, paragraphs 3 through 8 of this article shall apply.
2. The parties may agree on a fixed fee upon the conclusion of the agreement.
3. If no fixed fee is agreed upon, the fee shall be determined on the basis of actual hours spent. The fee shall be calculated according to RETAM's customary hourly rates applicable to the period in which the work is performed, unless a different hourly rate has been agreed upon.
4. The fee and any cost estimates are exclusive of VAT.
5. For assignments with a duration of more than one month, the costs due shall be invoiced periodically.
6. If RETAM agrees on a fixed fee or hourly rate with the Client, RETAM is nevertheless entitled to increase this fee or rate. If RETAM can demonstrate that rates or prices have changed substantially between the time of the offer and delivery (for example, regarding wages), RETAM is entitled to pass on price increases. Furthermore, RETAM may increase the fee if, during the execution of the work, it becomes apparent that the originally agreed or expected quantity of Work was underestimated to such an extent at the time of concluding the agreement, and this is not attributable to RETAM, that RETAM cannot reasonably be expected to perform the agreed work for the originally agreed fee.
7. RETAM shall notify the Client in writing of its intention to increase the fee or rate. In doing so, RETAM shall state the extent of the increase and the date on which the increase will take effect.
8. If the Client does not wish to accept the increase in the fee or rate notified by RETAM, the Client is entitled to terminate the agreement in writing within seven working days after said notification, or to cancel the assignment effective from the date stated in RETAM's notification on which the price or rate adjustment would take effect.

Article 10 Payment and Security

1. Payment must be made within 15 working days after the invoice date, in a manner to be specified by RETAM and in the currency in which it was invoiced. Suspension of payment or set-off by the Client, for whatever reason, is expressly excluded.
2. If the Client fails to make payment within the 15-working-day period, the Client shall be in default by operation of law. The Client shall then owe interest of 1.5% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate shall apply. The interest on the amount due shall be calculated from the moment the Client is in default until the moment of full payment.
3. In the event of liquidation, bankruptcy, attachment, or suspension of payments by the Client, RETAM's claims against the Client shall be immediately due and payable. 4. RETAM has the right to apply payments made by the Client primarily to reduce the costs, subsequently to reduce the accrued interest, and finally to reduce the principal amount and the current interest. RETAM may, without thereby being in default, refuse an offer of payment if the Client designates a different order for the allocation. RETAM may refuse full repayment of the principal amount if the accrued and current interest as well as the costs are not also paid.
4. If there are well-founded reasons to assume that the Client will not fulfill its obligations towards RETAM (in a timely manner), the Client is obliged, at RETAM's first request, to immediately provide sufficient security in the form desired by RETAM and, if necessary, to supplement this for the fulfillment of its obligations. If the Client fails to comply with such a request, all its obligations shall become immediately due and payable.

Article 11 Settlement of additional and reduced work

1. Settlement of additional and reduced work shall take place:
 - a. in the event of changes to the specifications (changes to the specifications, the Work, or the conditions for the execution of the Work);
 - b. in the event of deviations from the amounts of provisional items and quantities subject to settlement and/or estimated quantities;
 - c. in the cases as stipulated in these conditions.
2. Settlement of additional work shall take place in a single lump sum upon the appearance of the next payment term. If no installment payment has been agreed upon, settlement shall take place after completion thereof.
3. Settlement of reduced work shall take place in a single lump sum at the final settlement.
4. If the total of the reduced work exceeds the total of the additional work, RETAM is entitled to an amount equal to 15% of the difference between those totals.
5. The absence of a written order for additional work shall not affect RETAM's claims for settlement thereof

Article 12 Retention of Title

1. All goods supplied by RETAM, including (electronic) documents and/or files, designs, sketches, drawings, films, software, etc., shall remain the property of RETAM until the Client has fully fulfilled all obligations arising from all agreements concluded with RETAM.
2. The Client is not authorized to pledge the goods subject to retention of title, nor to encumber them in any other way.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to notify RETAM thereof as soon as reasonably possible.
4. The Client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage, as well as against theft, and to provide the policy of this insurance for inspection upon first request.
5. Goods supplied by RETAM that are subject to retention of title pursuant to paragraph 1 may only be resold in the ordinary course of business and may never be used as a means of payment.
6. In the event that RETAM wishes to exercise its ownership rights as referred to in this article, the Client hereby grants unconditional and irrevocable permission to RETAM or to third parties designated by RETAM to enter all places where RETAM's property is located and to take back said goods.

Article 13 Collection Costs

1. If the Client is in default or in arrears in the (timely) fulfillment of its obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the Client. In any event, the Client shall owe collection costs in the case of a monetary claim. The collection costs shall be calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs.
2. If RETAM has incurred higher costs which were reasonably necessary, these shall also be eligible for reimbursement.
3. Any judicial and enforcement costs incurred shall also be borne by the Client.

Article 14 Inspection, complaints

1. Complaints regarding the work performed must be reported in writing to RETAM by the Client within 8 days of discovery, but no later than 14 days after completion of the relevant work. The notice of default must contain as detailed a description of the shortcoming as possible, so that RETAM is able to respond adequately.
2. If a complaint is justified, RETAM will still perform the work as agreed, unless this has demonstrably become pointless for the Client. The latter must be communicated in writing by the Client.

Article 15 Termination

1. Both parties may terminate a continuous agreement in writing at any time. This does not apply to one-off assignments.
2. If the agreement is terminated prematurely by the Client, RETAM is entitled to compensation for the resulting and demonstrable loss of occupancy, unless the termination is based on facts and circumstances attributable to RETAM. Furthermore, the Client is then obliged to pay the invoices for work performed up to that point. The provisional results of the work performed up to that point will be made available to the Client subject to reservation.
3. If the agreement is terminated prematurely by RETAM, RETAM will, in consultation with the Client, arrange for the transfer of work remaining to be performed to third parties, unless the termination is based on facts and circumstances attributable to the Client.
4. If the transfer of the work entails additional costs for RETAM, these will be charged to the Client.

Article 16 Suspension and Dissolution

1. RETAM is entitled to suspend the performance of obligations or to dissolve the agreement if:
 - a. The Client fails to fulfill its obligations under the agreement, or fails to do so in a timely or complete manner;
 - b. circumstances that have come to RETAM's attention after the conclusion of the agreement give good grounds to fear that the Client will not fulfill its obligations. In the event that there are good grounds to fear that the Client will only partially or improperly fulfill its obligations, the suspension is permitted only to the extent that the failure justifies it;
 - c. The Client was requested, upon conclusion of the agreement, to provide security for the fulfillment of its obligations under the agreement, and this security is not provided or is insufficient.
2. Furthermore, RETAM is entitled to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that performance of the agreement is impossible or can no longer be reasonably and fairly expected, or if other circumstances arise which are of such a nature that the continued existence of the agreement in its unchanged form cannot reasonably be expected.
3. If the agreement is dissolved, RETAM's claims against the Client become immediately due and payable. If RETAM suspends performance of the obligations, RETAM retains its rights under the law and the agreement.
4. RETAM always retains the right to claim damages.

Article 17 Return of items made available

1. If RETAM has made items available to the Client during the execution of the agreement, the Client is obliged to return the delivered items within 14 days in their original condition, free from defects and complete. If the Client fails to comply with this obligation, all resulting costs shall be for his account.
2. If the Client, for whatever reason, remains in default with the obligation referred to in paragraph 1 after a formal notice to that effect, RETAM has the right to recover the resulting damage and costs, including the costs of replacement, from the Client.

Article 18 Liability

1. If RETAM should be liable, this liability is limited to what is stipulated in this article.
2. RETAM is solely liable for damage that is the direct and exclusive result of intent or gross negligence on the part of RETAM and its subordinates, and to the extent that RETAM has been properly notified of default in writing by the Client, whereby a reasonable period for repair or replacement has been offered.
3. If RETAM is liable for direct damage, that liability is limited to a maximum of the amount of the payout to be provided by RETAM's insurer, or at least to a maximum of the invoice amount, or at least that part of the assignment to which the liability relates.
4. Notwithstanding paragraph 3, in the case of an assignment with a duration longer than six months, the liability is further limited to the portion of the fee due over the last six months.
5. Direct damage shall exclusively mean:
 - a. the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - b. the reasonable costs incurred to bring RETAM's defective performance into conformity with the agreement, unless these cannot be attributed to RETAM;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a reduction of direct damage as referred to in these general terms and conditions.
7. RETAM shall never be liable for indirect damage, including consequential damage, lost profits, lost savings, and damage due to business interruption.
8. RETAM reserves all statutory and contractual defenses that it may invoke to defend against its own liability vis-à-vis the Client, also on behalf of its subordinates for whose conduct it would be liable pursuant to the law. 8. Any claim for compensation for damage shall lapse three years after the event causing the damage, unless legal proceedings for recovery thereof have been commenced within that period.

Article 19 Indemnifications

1. The Client indemnifies RETAM against claims from third parties regarding intellectual property rights on materials or data provided by the Client that are used in the execution of the agreement.
2. If the Client provides RETAM with data carriers, electronic files, or software, etc., the Client guarantees that this does not infringe upon the property or copyright rights of third parties, and that the data carriers, electronic files, or software are free from viruses and defects.

Article 20 Force Majeure

1. Parties shall not be obliged to fulfill any obligation if they are hindered in doing so as a result of a circumstance that is not attributable to fault, and which is not for their account according to the law, a legal act, or generally accepted views.

2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which RETAM cannot exercise influence, but which render RETAM unable to fulfill its obligations. Strikes within RETAM's company are included therein.
3. RETAM also has the right to invoke force majeure if the circumstance preventing (further) fulfillment occurs after RETAM should have fulfilled its obligations.
4. Parties may suspend the obligations under the agreement for the duration of the force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement without any obligation to compensate the other party for damages.
5. To the extent that RETAM has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure, or will still be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, RETAM is entitled to invoice the already fulfilled or to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 21 Confidentiality

1. Both parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if it follows from the nature of the information.
2. If RETAM is required, pursuant to a statutory provision or a court ruling, to provide confidential information to third parties designated by law or by the competent court, and RETAM cannot invoke a statutory right of exemption or a right of exemption recognized or permitted by the competent court in this regard, then RETAM is not liable for damages or compensation, and the other party is not entitled to dissolve the agreement on the basis of any damage resulting therefrom.

Article 22 Intellectual Property and Copyright

1. Without prejudice to the other provisions of these General Terms and Conditions, RETAM reserves the rights and powers to which RETAM is entitled under the Copyright Act.
2. All documents provided by RETAM, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended exclusively for use by the Client and may not be reproduced, published, or disclosed to third parties without the prior permission of RETAM, unless the nature of the provided documents implies otherwise.
3. RETAM reserves the right to use the knowledge obtained through the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 23 Disputes

1. The court in the place of establishment of RETAM has exclusive jurisdiction to hear disputes, unless the sub-district court has jurisdiction. Nevertheless, RETAM has the right to submit the dispute to the court competent under the law.
2. The parties shall only resort to the court after they have made every effort to resolve a dispute by mutual consultation.

Article 24 Applicable law

1. Dutch law applies to every agreement between RETAM and the Client.

Article 25 Amendment and location of the terms and conditions

1. If one or more provisions of these general terms and conditions are null and void or are annulled, the remaining provisions of these general terms and conditions shall remain in full force and effect. In that case, RETAM and the Client shall enter into consultation to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the purpose and intent of the original provision.
1. The most recently filed version shall always apply, or the version that was in force at the time the agreement was concluded.
2. These general terms and conditions were filed with the Chamber of Commerce on march 26, 2026. These general terms and conditions can also be requested via the Chamber of Commerce information number: 088-585 15.