

**Article 1 General**

- These terms and conditions are applicable to every offer, quotation and agreement between Ubiqu Access B.V. (hereinafter referred to as Ubiqu) and a Commissioning Party to which these terms and conditions have been declared applicable by Ubiqu, insofar as the parties have not deviated from these terms and conditions, explicitly and in writing.
- The present terms and conditions are also applicable to agreements with Ubiqu that require the involvement of third parties for their implementation.
- These general terms and conditions have also been written for the employees of Ubiqu and its management.
- The applicability of any purchase conditions or other conditions of the Commissioning Party is expressly rejected.
- If one or more provisions of these general terms and conditions are null and void or become nullified at any moment, the other provisions of these general terms and conditions shall remain fully applicable. In that case, Ubiqu and the Commissioning Party shall consult with each other in order to agree on new provisions to replace the null and void or nullified provisions, taking into account the purpose and purport of the original provisions as much as possible.
- If the explanation of one or more provisions of these general terms and conditions is unclear, the interpretation must be 'in the spirit' of these provisions.
- If a situation arises between the parties that is not covered in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
- If Ubiqu does not always demand strict compliance with these conditions, this does not mean that their provisions do not apply or that Ubiqu would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.

**Article 2 Quotations and offers**

- All quotations and offers from Ubiqu are without obligation, unless a deadline for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates is no longer available in the meantime.
- Ubiqu shall not be obliged to honour its quotations or offers if the Commissioning Party can reasonably be expected to understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
- The prices stated in a quotation or offer are exclusive of VAT and other government levies, and any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and handling costs, unless stated otherwise.
- If the acceptance (whether on minor points or otherwise) deviates from what is offered in the quotation or offer, Ubiqu shall not be bound by it. In that case, the agreement shall not be concluded in accordance with this deviating acceptance, unless Ubiqu indicates otherwise.
- A composite quotation does not oblige Ubiqu to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

**Article 3 Contract duration; implementation periods, transfer of risk, implementation and amendment of the agreement; price increase**

- The agreement between Ubiqu and the Commissioning Party is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
- If a term has been agreed or specified for the performance of certain work or for the delivery of certain goods, this term shall never be an absolute deadline. If a term is exceeded, the Commissioning Party must issue a written notice of default to Ubiqu. Ubiqu must be offered a reasonable period in which to complete the implementation of the agreement.
- Ubiqu shall implement the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice. All of this shall be done on the basis of the current state of knowledge at that time.
- Ubiqu is entitled to contract third parties to perform certain work. The applicability of Book 7, Articles 404, 407, Paragraph 2 and 409 of the Dutch Civil Code is explicitly excluded.
- If work is performed by Ubiqu or by third parties contracted by Ubiqu within the framework of the assignment at the location of the Commissioning Party or a location designated by the Commissioning Party, the Commissioning Party shall provide the facilities reasonably desired by the employees free of charge.
- Delivery takes place ex works of Ubiqu. The Commissioning Party is obliged to take delivery of the goods at the moment they are made available to him/her. If the Commissioning Party refuses to take delivery or fails to provide the information or instructions necessary for the delivery, Ubiqu is entitled to store the goods at the expense and risk of the Commissioning Party. The risk of loss, damage or decrease in value is transferred to the Commissioning Party as soon as goods become available to the Commissioning Party.
- Ubiqu is entitled to implement the agreement in various phases and to submit a separate invoice for the part that was implemented.
- If the agreement is implemented in phases, Ubiqu may suspend the implementation of the parts that belong to a subsequent phase until the Commissioning Party has approved the results of the preceding phase in writing.
- The Commissioning Party ensures that all data that Ubiqu designates as necessary or that the Commissioning Party can reasonably be expected to regard as necessary for the implementation of the agreement is provided to Ubiqu in a timely manner. If the data required for the implementation of the agreement has not been provided to Ubiqu in a timely manner, Ubiqu has the right to suspend the implementation of the agreement and/or to charge the Commissioning Party for the additional costs arising from the delay in accordance with the rates that are customary at the time. The implementation period shall not commence until after the Commissioning Party has made the data available to Ubiqu. Ubiqu is not liable for damage, of whatever nature, resulting from Ubiqu having relied on incorrect and/or incomplete data provided by the Commissioning Party.
- If it becomes apparent during the implementation of the agreement that the agreement needs to be amended or supplemented for the proper implementation thereof, the parties shall proceed to the adjustment of the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement is changed and the agreement is thereby amended qualitatively and/or quantitatively - whether or not at the request or instruction of the Commissioning Party, the competent authorities, etc. - this may have consequences for what was originally agreed. As a result, the originally agreed amount may also increase or decrease. Ubiqu shall provide a quotation for this as much as possible in advance. The originally stated implementation period can be changed by means of an amendment to the agreement. The Commissioning Party accepts the possibility that the agreement may change, including changes to the price and implementation period.
- If the agreement is changed, including the addition of a supplement, Ubiqu is entitled to implement this after it has first been approved by the authorised person within Ubiqu, and after the Commissioning Party has agreed to the price and other conditions specified for the implementation, including the then to be determined time at which it will be implemented. Failure to (immediately) implement the amended agreement does not constitute a breach of contract on the part of Ubiqu and is not a reason for the Commissioning Party to terminate or cancel the agreement.
- Without being in default, Ubiqu may refuse a request to amend the agreement if this amendment could have qualitative and/or quantitative consequences, e.g. for the work to be performed or the goods to be delivered.
- If the Commissioning Party is in default with regard to the proper fulfillment of its obligations towards Ubiqu, the Commissioning Party shall be liable for all resulting damage suffered directly or indirectly by Ubiqu.
- If Ubiqu agrees on a fixed fee or fixed price with the Commissioning Party, Ubiqu shall nevertheless be entitled at all times to increase this fee or this price without the Commissioning Party being entitled to terminate the agreement for that reason if the increase in the price arises from an entitlement or obligation pursuant to legislation or regulations, or if it is caused by an increase in the price of raw materials, wages, etc. due to other reasons that could not have reasonably been foreseen at the time the agreement was entered into.
- If the price is increased for reasons other than as a result of an amendment to the agreement, and if this price increase exceeds 10% and takes place within three months after the agreement is entered into, only the Commissioning Party who can invoke Book 6, Article 5, Paragraph 3 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless Ubiqu is prepared to implement the agreement on the basis of the originally agreed terms:
  - if the price increase arises from an entitlement or an obligation that Ubiqu has pursuant to the law;
  - if it is stipulated that the delivery shall take place later than three months after the conclusion of the agreement;
  - or, in the case of the delivery of a good, if it is stipulated that the delivery will take place later than three months after the purchase.

**Article 4 Suspension, dissolution and early termination of the agreement**

- Ubiqu is authorised to suspend the fulfillment of the obligations or to dissolve the agreement if the Commissioning Party fails to (fully) comply with the obligations arising from the agreement, or fails to do so in good time, if after entering into the agreement, Ubiqu becomes aware of circumstances that give Ubiqu good reason to fear that the Commissioning Party will not fulfil its obligations, if on entering into the agreement, the Commissioning Party was asked to provide guarantees for the fulfillment of its obligations arising from the agreement and these guarantees were not provided or were insufficient, or if Ubiqu can no longer be expected to comply with the agreement on the originally agreed terms due to a delay on the part of the Commissioning Party.
- Furthermore, Ubiqu is entitled to dissolve the agreement if circumstances arise that make fulfillment of the agreement impossible or if other circumstances arise that make it unreasonable to expect Ubiqu to maintain the agreement in an unaltered state.
- If the agreement is dissolved, Ubiqu's claims against the Commissioning Party shall be immediately due and payable. If Ubiqu suspends the fulfillment of the obligations, Ubiqu shall retain its claims under the law and the agreement.
- If Ubiqu proceeds to suspension or dissolution, it is in no way obliged to pay compensation for any damage and costs arising in any way whatsoever from this suspension or dissolution.
- If the dissolution is attributable to the Commissioning Party, Ubiqu is entitled to receive compensation for the damage, including the costs, arising directly and indirectly from the dissolution.
- If the Commissioning Party does not comply with its obligations under the agreement and this non-compliance justifies termination, Ubiqu is entitled to dissolve the agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or indemnification, whereas the Commissioning Party, by virtue of being in breach of contract, is obliged to pay compensation or indemnification.
- If the agreement is terminated prematurely by Ubiqu, Ubiqu shall, in consultation with the Commissioning Party, ensure that any work that must still be performed is transferred to third parties. However, this shall only be done if the termination is not attributable to the Commissioning Party. If the transfer of the work involves additional costs for Ubiqu, these costs shall be charged to the Commissioning Party. The Commissioning Party is obliged to pay these costs within the specified period, unless Ubiqu indicates otherwise.
- In the event of liquidation, (an application for) suspension of payments or bankruptcy, seizure - if and insofar as the seizure is not lifted within three months - at the expense of the Commissioning Party, debt restructuring or any other circumstance as a result of which the Commissioning Party will no longer be able to freely manage his/her own assets, Ubiqu shall be free to terminate the agreement immediately and with immediate effect, or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnification. Ubiqu's claims against the Commissioning Party shall be immediately due and payable in that case.
- If the Commissioning Party cancels all or part of an order placed, the work that has been performed and the goods ordered or prepared for it - plus any supply, removal and delivery costs thereof, and the labour time reserved for the implementation of the agreement - shall be integrally charged to the Commissioning Party.

**Article 5 Force majeure**

- Ubiqu is not obliged to fulfil any obligation towards the Commissioning Party if Ubiqu is prevented from doing so as a result of circumstances that are not attributable to fault, and are not within Ubiqu's control by virtue of the law, a legal act, or generally accepted practice.
- In addition to what is understood in law and case law, the term force majeure in these general terms and conditions refers to all external causes, foreseen or unforeseen, on which Ubiqu is unable to exert influence and that prevent Ubiqu from meeting its obligations. Strikes within the company of Ubiqu or third parties are included in this definition. Ubiqu also has the right to invoke force majeure if the circumstances that prevent (further) implementation of the agreement occur after Ubiqu was supposed to fulfil its obligation.

- Ubiqu may suspend the obligations under the agreement during the period in which the force majeure persists. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement without any obligation to compensate the other party for damage.
- Insofar as Ubiqu has, at the time of the occurrence of force majeure, partially fulfilled its obligations under the agreement or will be able to do so, and insofar as the part that has been fulfilled or is to be fulfilled has independent value, Ubiqu is entitled to separately invoice the part already fulfilled or to be fulfilled. The Commissioning Party is obliged to pay this invoice as if there were a separate agreement.

**Article 6 Payment and collection costs**

- Payment must always be made within 14 days of the invoice date in a manner to be indicated by Ubiqu and in the currency stated on the invoice, unless Ubiqu indicates otherwise in writing. Ubiqu is entitled to periodically submit invoices.
- If the Commissioning Party fails to pay an invoice in good time, the Commissioning Party is legally in default. The Commissioning Party then owes interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall be payable. The interest on the due and payable amount shall be calculated from the moment that the Commissioning Party is in default until the moment of payment of the full amount due.
- Ubiqu is entitled to use the payment made by the Commissioning Party to first pay any costs, subsequently to pay the overdue interest, and finally to pay the principal amount and accrued interest. Ubiqu can, without being in default as a result, refuse an offer of payment if the Commissioning Party designates a different order for the allocation of the payment. Ubiqu can refuse full payment of the principal amount if the overdue and current interest and collection costs are not paid at the same time.
- The Commissioning Party shall never be entitled to adjust the amount owed to Ubiqu. Any objections against the amount invoiced do not suspend the Commissioning Party's payment obligation. If the Commissioning Party does not invoke Section 6.5.3 (Book 6, Articles 231 up to and including 247 of the Dutch Civil Code), he/she is also not entitled to suspend the payment of an invoice for any other reason.
- If the Commissioning Party is in default or in breach of contract with regard to the (timely) fulfillment of his/her obligations, all reasonable costs incurred in obtaining payment out of court are at the expense of the Commissioning Party. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, which is currently the calculation method according to the Voorwerk II Report. If, however, Ubiqu has incurred higher costs for collection than were reasonably necessary, the costs that were actually incurred shall be eligible for reimbursement. Any legal and execution costs incurred shall also be recovered from the Commissioning Party. The Commissioning Party shall also owe interest on the collection costs due.

**Article 7 Retention of title**

- The goods delivered by Ubiqu in the context of the agreement shall remain the property of Ubiqu until the Commissioning Party has properly fulfilled all obligations arising from the agreement(s) concluded with Ubiqu.
- In the case of a full-service subscription, the delivered goods shall remain the property of Ubiqu.
- The goods delivered by Ubiqu that fall under the retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Commissioning Party is not authorised to pledge or in any way encumber goods that are subject to retention of title.
- The Commissioning Party must always do everything that can reasonably be expected of him/her to safeguard the property rights of Ubiqu. If third parties seize the goods delivered under retention of title or want to establish or exercise rights to those goods, the Commissioning Party is obliged to immediately notify Ubiqu. Furthermore, the Commissioning Party 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 make this insurance policy available for inspection at the first request of Ubiqu. In the event that the insurance is paid, Ubiqu is entitled to this money. Insofar as necessary, the Commissioning Party shall commit himself/herself vis-à-vis Ubiqu in advance to cooperate with everything that may prove necessary or desirable in that context.
- In case Ubiqu wants to exercise its property rights, as referred to in this article, the Commissioning Party gives Ubiqu and any third parties designated by Ubiqu his/her unconditional and irrevocable consent to enter all places where Ubiqu's property is located and to retrieve that property.

**Article 8 Warranties, investigation and complaints, limitation period**

- The goods to be delivered by Ubiqu meet the usual requirements and standards that can reasonably be set at the time of delivery and that must be met for normal use in the Netherlands. The warranty mentioned in this article applies to goods that are intended for use within the Netherlands. When using the goods outside the Netherlands, the Commissioning Party must verify that the use thereof is appropriate for the country in question and must comply with the conditions set for such use. In this case, Ubiqu can set other warranties and conditions with regard to the goods to be delivered or work to be performed.
- The warranty referred to in paragraph 1 of this article shall apply for a period of 6 months after delivery, unless the nature of the delivery dictates otherwise or parties have agreed otherwise. If the warranty provided by Ubiqu concerns a good that was produced by a third party, the warranty shall be limited to the one provided by the manufacturer of the previous good, unless stated otherwise.
- Any form of warranty shall lapse if a defect arises as a result of or from injudicious or improper use of the good or use after the expiration date, or incorrect storage or maintenance thereof by the Commissioning Party and/or third parties if, without the written permission of Ubiqu, the Commissioning Party or third parties have made or attempted to make changes to the good, if other goods have been attached to it that must not be attached to it, or if the goods have been modified or processed in a manner other than the one prescribed. Nor is the Commissioning Party entitled to a warranty if the defect is caused by or is the result of circumstances that Ubiqu is unable to influence, including weather conditions (including, but not limited to, extreme rainfall or temperatures) at cetera.
- The Commissioning Party is obliged to inspect the delivered goods or to have them inspected immediately at the moment when the goods are made available to him/her or the relevant work has been carried out. The Commissioning Party should then examine whether the quality and/or quantity of the delivered goods corresponds with what has been agreed and meets the requirements agreed on by the parties in this respect. Any visible defects must be reported to Ubiqu in writing within seven days of delivery. Any non-visible defects must be reported to Ubiqu in writing immediately, but in any event no later than within fourteen days after discovery. The defect must be described in the greatest possible detail in the report, so that Ubiqu is able to respond adequately. The Commissioning Party must give Ubiqu the opportunity to investigate a complaint.
- If the Commissioning Party makes a timely complaint, his/her payment obligation shall not be suspended. In this case, the Commissioning Party shall still be obliged to purchase and pay for the other ordered goods and anything else that he/she commissioned Ubiqu to provide.
- If a defect is reported later, the Commissioning Party shall no longer be entitled to repairs, replacement or compensation.
- If it is established that a good is defective and this defect has been reported in a timely manner, Ubiqu shall either replace the defective good, ensure it is repaired or pay compensation for it to the Commissioning Party, at the discretion of Ubiqu, within a reasonable period after the return of the good or, if returning the good cannot reasonably be considered possible, after receiving written notice concerning the defect by the Commissioning Party. In the event of replacement, the Commissioning Party is obliged to return the replaced good to Ubiqu and to transfer ownership of it to Ubiqu, unless Ubiqu indicates otherwise.
- If it is determined that a complaint is unfounded, the costs incurred by Ubiqu as a result of the complaint, including the investigation costs, shall be integrally at the expense of the Commissioning Party.
- Once the warranty period has expired, all costs for repairs or replacement, including administration, shipping and call-out costs, shall be charged to the Commissioning Party.
- In deviation of the statutory limitation periods, the limitation period shall be one year for all claims and defences against Ubiqu and third parties contracted by Ubiqu for the implementation of an agreement.

**Article 9 Liability**

- If Ubiqu is liable, this liability shall be limited to what is stated in this provision.
- Ubiqu is not liable for damage of whatever nature caused by Ubiqu acting on incorrect and/or incomplete information supplied by or on behalf of the Commissioning Party.
- If Ubiqu is liable for any damage, Ubiqu's liability shall be limited to a maximum of 10% of the invoice value of the service(s) purchased in one year, at least to the part of the order to which the liability relates.
- In any case, the liability of Ubiqu is always limited to the amount paid out by its insurer.
- Ubiqu is only liable for direct damage.
- Ubiqu supplies a partial product as part of a larger whole. Ubiqu never gives advice on the applicability of or instructions on the integration of the partial product into the larger whole. Ubiqu is not liable for damage of any kind caused by the efficiency, quality or security of the environment being lowered by using Ubiqu's partial product in the larger whole.
- Direct damage exclusively refers to the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure that the inadequate performance of Ubiqu meets the requirements of the agreement, to the extent that this can be attributed to Ubiqu, and reasonable costs incurred to prevent or limit damage, insofar as the Commissioning Party demonstrates that these costs have limited direct damage, as referred to in these general terms and conditions. Ubiqu shall never be liable for indirect damage, including consequential damage, loss of profit, loss of savings and damage due to business stagnation.
- The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Ubiqu or its managing subordinates.

**Article 10 Indemnification**

- The Commissioning Party indemnifies Ubiqu against any claims from third parties that suffer damage in connection with the implementation of the agreement and for which parties other than Ubiqu are liable. If Ubiqu should be called to account by third parties on the basis of such claims, the Commissioning Party shall be obliged to assist Ubiqu, both before and during, and to do everything that may be expected of him/her in that situation without delay. If the Commissioning Party fails to take adequate measures, Ubiqu shall be entitled to do so itself without any notice of default. All costs and damage suffered by Ubiqu and third parties as a result are integrally at the expense and risk of the Commissioning Party.

**Article 11 Intellectual property**

- Ubiqu reserves the rights and powers granted to it under the Copyright Act and other intellectual property laws and regulations. Ubiqu has the right to use the knowledge gained through the implementation of an agreement for other purposes, insofar as no strictly confidential information of the Commissioning Party is disclosed to third parties.

**Article 12 Applicable law and disputes**

- Dutch law applies exclusively to all legal relationships to which Ubiqu is a party, even if an obligation is fully or partially fulfilled abroad, or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Convention is excluded.
- The court in the city where Ubiqu has its registered office has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Ubiqu is entitled to submit the dispute to the legally competent court.
- The parties shall only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

**Article 13 Location of and changes to the terms and conditions**

- These terms and conditions can be downloaded from the Ubiqu website. <https://ubiqu.com/wp-content/uploads/2016/08/AV-dienstverlening-2012.pdf>.
- The last filed version or the version that was applicable at the time of the establishment of the legal relationship with Ubiqu shall always apply.
- The Dutch text of the general terms and conditions is always decisive for its interpretation.