

# Conditions for the performance of work by Holland Safety Coating BV. Ermelo (CoC 63997401), hereinafter referred to as HSC.

## **General**

1. We accept orders of any kind only under the following conditions, unless otherwise confirmed in writing.

## **2. Offers**

1. Our offers are valid for 3 months. Deviations are listed in the respective tender. All prices exclude VAT. 21%.

## **3. Agreement**

3.1. A contract for services by HSC is only established following written confirmation of an order or by performing the activities offered by HSC. Said data for the performance of work are obligation and revocable at any time if there are underlying righteous reasons. These are, inter alia, unsuitable weather for exterior signs, late delivery of materials required, and illness of employees. We are committed to comply with the data presented but exclude any form of liability and compensation presented to us because of later delivery.

## **4. Additional activities**

4.1. If by the client is requested during the execution of work to provide a service which is not part of the agreement, the client is obliged to pay a fee, written confirmation.

## **5. Lesser work**

5.1. If the order volume deviates by more than 10% of the requested and offered magnitude downwards, the offered price will to be increased by the half of the deviation percentage.

## **6. Enabling third parties**

6.1. HSC can, in the performance of his duties, hire other experts not belonging to the company as the need and/or desirability has been established.

## **7. Obligations of the client**

7.1. The client must refrain from acts that make it impossible for HSC to do its job properly.

7.2. The client is obliged to provide HSC timely, fully and correctly with the necessary data, information and documents which are necessary for the execution of its task.

7.3. HSC is authorized to suspend the work when 7.1 and 7.2 are not obliged.

## **8. Accessibility, cleaning and deposition of the to be marked region, preparation workspace**

8.1. It is the responsibility of the client to make the marked area, workplace accessible, free of traffic, dry and clean (swept and free of oil) and set off for other uses.

8.2. If work in the evening or at night is to be performed, the client is to take care of adequate lighting.

8.3. Client must arrange for parking in the immediate vicinity of the to be marked area, the workplace. If this is not possible, HSC may incur additional costs for the transportation of machinery and materials to the to be marked area.

8.4. Client is to take care that during the work no personnel other than staff of HSC are present in the area or workplace mark. If the applied new marking for the official handover is damaged by a third party HSC is not liable.

8.5. If work must be carried out in covered areas, client needs to provide with adequately and sufficient venting. Also, the client is required to maintain a ban on smoking and open fire during the work of HSC in the field, in order to prevent explosions.

8.6. If HSC needs additional work to be done as a result of the client did not fulfill principal responsibilities, HSC will charge this extra work and / or delays to the customer, unless otherwise agreed and confirmed in writing by HSC.

## **9. Conditions for the execution of marking activities, general operations**

9.1. The surface (s) to mark, to be treated should be dry and the soil temperature must be within the permissible reach. At temperatures below 5 ° C HSC will not carry out spraying operations.

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## **10. Implementation and delays**

10.1. After commissioning, the dates for the work to be done will be agreed to in a concert with the client. Normally, 5 days lead time before starting work is necessary. If execution of the work is not possible, because it does not meet the conditions laid down under Articles 7.8 and 9, the execution of the work can be shifted to another term.

10.2. Delay which is not caused by HSC or its employees shall be charged against the following hourly rates:

Performer € 72.00 excl. Vat.

Marker € 48.00 excl. Vat.

## **11. Billing**

11.1. Sending our final bill can also be seen as a message concerning the completion of the work.

11.2. The final bill will include measured effectively applied markers, finish, rounded up to full meter.

11.3. Unless agreed otherwise in writing, interrupted line markings will be calculated as solid lines.

11.4. Objections to the measurements supplied by us must be made within two weeks.

11.5. Treatable surfaces are calculated as whole, including parts considered untreatable.

## **12. Liability**

12.1. HSC is towards client only liable for damages suffered by client as a direct result of failures by HSC or persons in its service committed in the performance of the contract, if and extent this deficiency under normal circumstances, normal knowledge and subject to normal thoughtfulness and manner of exercise could have been avoided.

12.2. Insofar as shortcomings in the implementation of its result work carried out by the circumstance HSC that the customer meets the requirements referred to in Articles 7 and 8 does not, not timely or does not sufficiently fulfilled HSC is not held liable.

12.3. It is explicitly excluded from any liability for the life of the applied markings and / or markings and / or finishes. HSC ensures the skilled execution of its work and the implementation of the products listed in its tender. Soil markers have a limited life due to wear and detachment by changes in ground conditions. The degree of wear is highly dependent on the chosen pre-treatment of the surface, traffic and environmental conditions such as external influences that can alter the surface or improper use of soil referred to as cycle lines cannot be loaded with vehicles and road markings cannot be entrusted with tracked vehicles. Those cases are examples.

12.4. HSC is going to fulfill all legal obligations from the client.

12.5. HSC is never liable for indirect damage, including loss of profits and / or stagnation damage that the client may suffer from weaknesses in the implementation of its services.

12.6. In the case notwithstanding the in Article 8.4 provided any liability disclaimer in respect of indirect damage should fall upon HSC, the liability of HSC will certainly not the invoice amount of the of delivery and / or exceeding service. The previous also applies to direct damage.

## **13. Force majeure**

13.1. Force majeure means any circumstance that HSC could not reasonably have avoided casu quo prevent and thereby preventing the normal performance of the contract concluded with the client.

13-2. If force majeure circumstances apply in any case, for whatever reason, fail to delivery public utilities or other disruption of energy supplies, failure of delivery by other suppliers, strikes and lockouts, traffic disturbances, machine defects (including computers) government measures and its impact, war, mobilization, fire or water damage, precipitation at work in the outdoors, flood or other natural disasters, theft, loss of data in the broadest sense, epidemics and other unforeseen circumstances.

13.3. In case of inability to implement the agreement at the consequences of force majeure circumstances the side of the HSC, HSC is entitled, without judicial intervention or the implementation of the agreement not to suspend exceeding six months or to dissolve the agreement in whole or in part, without HSC which will be liable for any compensation. During the suspension HSC is authorized and at its end obliged to opt for implementation or full or partial dissolution of the agreement.

13.4. HSC is obliged to warn the client immediately if it occurs in a case of force majeure.

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#### **14. Payment terms.**

14.1. Payment must be made within 14 days after the invoice date, unless expressly agreed otherwise and in writing agreed.

14.2. When payment in terms is agreed upon, the client is obliged to pay the expired terms, without recourse to compensation or discount, within 14 days of invoicing HSC.

14.3. From the due date on the invoice the amount of 1% interest per month or part thereof is due.

14.4. The claim for payment of the agreed price is due immediately if the client states bankruptcy, suspension of payment, a request to be placed under guardianship or any seizure of property or claims by the client is placed, the customer dies or, if it is a general partnership or a limited company, it's in liquidation, is dissolved or is acquiring another partner.

14.5. If the client is in arrears with any payment - even if this is a result of another agreement - then the complete and full amount of payment is immediately due, regardless of the position of HSC's contracts and may require immediate payment thereof. In that case, the performance of each of the contracts is suspended until the client has paid all that has become due immediately as stated in the previous sentence within a period determined by HSC. If payment within that period has not occurred, HSC is entitled to cancel all orders of the client, without prejudice to any rights to compensation as defined under 'cancellation' in article 15.

14.6. Any deferment of payment can be withdrawn at any time by HSC.

14.7. A payment is considered received as soon as the payment amount has been credited to one of HSC bank accounts, or handed over upon presentation of a receipt in cash.

14.8. A payment made by the client always seeks to settle all interest and costs and then the invoices which have been outstanding the longest, even if the client states that the payment refers to a later invoice.

14.9. All costs, both extrajudicial and judicial, including the costs for lawyers, bailiffs and debt collection agencies, with regard to the recovery of the principal owed and not made timely payments shall be borne by the client. They are at least 15% of the fixed amount in question and will at least be 150 EU.

#### **15. Cancellations.**

15.1. If the client fully or partially cancels the assignment, he will be held accountable for all the costs made by HSC in preparation of the execution of this order, and if HSC's choice, the materials intended for the implementation and execution of this contract to be charged at prices as calculated by HSC. This is without prejudice to the right of HSC to compensation for direct and indirect damage arising out of the cancellation.

#### **16. Disputes**

16.1. If a dispute had arisen between parties as result of an agreement to which these conditions in whole or partially apply, the dispute will be submitted to the court.

16.2. All offers and concluded agreements submitted by HSC as well as all of its implementation or arising further agreements with the client is in accordance with terms and conditions by Dutch law.

#### **17. Final Determination**

17.1. If one or more articles of this agreement were to be declared invalid or void, all remaining provisions shall remain in full force and effect.

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All orders placed with us, all our offers and invoices for all contracts concluded with us are subjected to the terms and conditions of Holland Safety Coating BV., a private company in Ermelo, deposited at Chamber of Commerce in Woerden under No. 63997401, as stipulated in last deposited text. Available for download on the website.















































































































