



Service and maintenance agreement including warranty conditions

Total Safety Solutions B.V.

Emergency-plug

1. GENERAL

1.1. In these Warranty conditions and this service and maintenance agreement, the following definitions apply:

TSS: Total Safety Solutions B.V. and all its affiliates and companies;

Customer: the counterparty of TSS;

Parties: the parties to the agreement to be concluded;

1.2. This service and maintenance agreement including warranty conditions applies to all offers and agreements – as well as to the phase preceding them – that TSS makes to or concludes with the Customer. They also apply to any additional or follow-up agreements. Furthermore, they apply to all forms of service by (an employee of) TSS to (an employee of) the Customer that is (to some extent) related to the agreements referred to in the first sentence (such as, but not limited to, the provision of technical advice).

1.3. This service and maintenance agreement including warranty conditions applies exclusively in the sense that specific stipulations and warranty conditions on the part of the Customer do not apply, except if and insofar as they have been expressly accepted by TSS in writing. A deviating stipulation (condition) only applies if the deviation has been agreed upon in writing.

2. PURCHASE AND SERVICE DURATION EMERGENCY-PLUG.

2.1. The Customer purchases the Emergency-plug (hereinafter also referred to as the “EP”) from TSS, including accessories, in accordance with this service and maintenance agreement including warranty conditions.

2.2. The parties have agreed that the maintenance and service with regard to the EP will take place in accordance with this agreement.

2.3. This agreement has been entered into for the duration of **..** months commencing on **.....** 2022.

3. COSTS

3.1. The costs are EUR **.....** excluding 21% VAT per year. This amount will be invoiced annually in advance with payment being due within 14 days from the invoice date.

3.2. The price level of the service and maintenance agreement is checked annually on 1 January and, if necessary, indexed according to the CPI price index as determined by CBS (Statistics Netherlands).

4. MAINTENANCE

4.1. TSS will provide periodic maintenance at least once a year.

4.2. TSS will contact the Customer in good time to have the regular periodic maintenance carried out.

4.3. In any case, the following maintenance will take place every 12 months: replacement of the battery and loose parts subject to wear; measuring the EP; checking the software and making adjustments if necessary; checking for damage and irregularities;

4.4. After maintenance, the EP will be provided with a sticker with an inspection date.

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Bank: Rabobank, account no: 37.02.25.066
IBAN: NL34RABO 0370 2250 66
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Oisterwijk nr. 1389
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5. SERVICE

- 5.1. If a technical defect or malfunction occurs during the term of this agreement, TSS will resolve this or have it resolved.
- 5.2. If the defect or malfunction cannot be resolved, a replacement EP will be made available within 24 hours after it has been established that the defect or malfunction cannot be resolved.

6. GENERAL TERMS

- 6.1. Work on the EP will only be performed by TSS or an authorized supplier.
- 6.2. If an unauthorized supplier of TSS is engaged by the Customer, any right of the Customer to invoke this agreement will lapse.
- 6.3. In the event of physical damage to the EP as a result of fire, water damage or incompetent use, the Customer will in any case, no longer be entitled to invoke this agreement.

7. OBLIGATIONS TSS.

- 7.1. TSS will provide the maintenance of the EP during the term of the agreement.
- 7.2. For each EP, TSS will document the history of the work performed (or have it documented) and provide the Customer with access to the documented data on first request.

8. OBLIGATIONS CUSTOMER

- 8.1. In the event of error messages or malfunctions, TSS must be informed immediately. TSS will analyze the EP (or have it analyzed) and ensure that the malfunction is resolved.
- 8.2. The Customer will handle the EP carefully, in accordance with its purpose and in accordance with the product manual.
- 8.3. The Customer will adhere to all conditions as included in the underlying purchase agreement, TSS's General Terms and Conditions as well as the instructions for use.

9. WARRANTY

- 9.1. The warranty period for the EP is two years from the date of purchase or, if the product is not delivered immediately on the date of purchase, the date of delivery of the product. The warranty only applies to the first owner of the product. In addition, the warranty only applies if an original proof of purchase can be presented. TSS guarantees that the goods to be delivered meet the usual requirements and standards that can be set for use and are free of any defects whatsoever.
- 9.2. If repair or replacement is not possible or cannot reasonably be expected of TSS, TSS reserves the right to reimburse the market value of the product submitted under warranty. If a part is replaced within the warranty period of the product, the original warranty period of the product also applies to this part. The original warranty period is therefore not extended or renewed by interim replacement.
- 9.3. If a defect occurs, TSS must be informed of this in writing within one month of its discovery.
- 9.4. No warranty claim exists and any warranty is void if the defect is the result of:
 - a. Repairs not performed by TSS;
 - b. Unprofessional and improper use, therefore use for a purpose other than that for which the product is intended;
 - c. Changes to the product made without permission from TSS;

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- d. The use of non-original EP parts;
 - e. Abnormal wear and or poor maintenance;
 - f. Outside influences, such as the effect of moisture (condensation or otherwise).
- 9.5. Excluded from warranty:
- a. Warping of EP from any outside cause;
 - b. Deformation of the EP due to external heat source;
 - c. Damage to the product occurred during transport of the product.
- 9.6. Warranty procedure
- Please contact TSS or authorized supplier first. The warranty conditions and delivery conditions differ per country.
- If after investigation it appears that the product is defective, please, in consultation with TSS, send the defective product together with a copy of the proof of purchase to:

Total Safety Solutions B.V.
PO Box 67
5070 AB Udenhout
The Netherlands

or to an authorized supplier.

- 9.7. If a defect in a product is covered by the warranty will be solely determined by TSS. If the product is covered by warranty, it will in principle be repaired or replaced free of charge within 30 days of receipt.
- 9.8. The shipping costs to TSS or an authorized supplier will be borne by the Customer.

10. APPLICABLE TERMS AND CONDITIONS

- 10.1. The TSS General Terms and Conditions (APPENDIX 1) are part of and apply to this agreement. By signing, the Customer declares it has received a version of these applicable General Terms and Conditions.
- 10.2. Applicability of General Terms and Conditions of the Customer is hereby expressly excluded.

11. APPLICABLE LAW; COMPETENT COURT

- 11.1. The legal relationship(s) between TSS and the Customer is exclusively governed by Dutch law.
- 11.2. All disputes that may arise as a result of this Agreement or agreements arising therefrom will in the first instance be exclusively submitted to the competent court of the East Brabant District Court.

12. APPENDICES

- 12.1. This agreement includes two appendices that form an (integral) part of this agreement:

Appendix 1: General terms and conditions

Appendix 2: Manufacturer's User Manual

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**TOTAL
SAFETY
SOLUTIONS**

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The Customer hereby signs separately for the receipt of these two appendices:

Customer: [company name]

Date: [...-2022]

Location:

Signature Customer:

As agreed and drawn up in duplicate in [location] on [date] by:

TSS:
R.A.A. Adams
Date:
Location: Udenhout

Signature

Customer:
Company:
Person:
Date:
Location:

Signature



Manufacturer of the Emergency-plug

TRAINING | KEURING | CERTIFICERING

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