



# Terms and Conditions

## Total Safety Solutions B.V.

### May 2022

#### 1. GENERAL

- 1.1. In these Terms and Conditions, 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;  
Terms and Conditions: these general terms of delivery.
- 1.2. These Terms and Conditions apply 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. These Terms and Conditions apply exclusively in the sense that specific stipulations and general terms and 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.
- 1.4. In the event of a conflict between the various conditions, the following order of priority applies: 1. the agreement; and 2. these Terms and Conditions.

#### 2. OFFERS

- 2.1. Unless expressly stated otherwise, all offers made by TSS, in whatever form, are without obligation in the sense that even after the Customer has accepted an offer from TSS, TSS is authorized to revoke the offer within three full calendar weeks after the acceptance.
- 2.2. Unless expressly stated otherwise, statements and specifications with regard to dimensions, weights, capacities, performances or results in images, drawings, catalogues, price lists, advertising material and the like are only approximations that are non-binding for TSS. The Customer cannot derive any rights from such approximations.
- 2.3. All offers from TSS are based on the information provided by the Customer with the application. The Customer is responsible for a correct and complete application. TSS is not liable for (the consequences of) any incorrect or incomplete information in the aforementioned application.
- 2.4. Unless otherwise agreed, offers remain valid for a maximum of 2 months after the date of the offer.

#### 3. DELIVERY; OBLIGATION TO TAKE DELIVERY; TIME AND PLACE OF DELIVERY; TRANSFER OF RISK AND OWNERSHIP

- 3.1. TSS is authorized to make partial deliveries.
- 3.2. The term for delivery or execution commences with the conclusion of the agreement.
- 3.3. If TSS is partly dependent on the cooperation of the Customer for the execution of the agreement and the Customer fails in that cooperation for whatever reason, the term for execution will be extended by as much time as TSS reasonably needs to rectify the delay caused by the shortcomings of the Customer. The same applies if delays in execution

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01



## Terms and Conditions Total Safety Solutions B.V. May 2022

arise as a result of requests from or on behalf of the Customer or a government agency to change, adjust or supplement what has been agreed upon. In addition, the extra costs incurred by TSS in connection with a delay as mentioned above will be borne by the Customer. TSS will only be in default due to the term being exceeded if the Customer sets TSS a reasonable further term in writing after expiry of the agreed term (which term may not be shorter than fourteen calendar days calculated from the day of receipt of the notice) — and TSS also fails to fulfill its delivery obligation within that further term for reasons attributable to TSS.

- 3.4. Unless expressly agreed otherwise, delivery takes place at TSS's location ("ex works").
- 3.5. The risk with regard to an item to be delivered by TSS is permanently transferred to the Customer upon arrival of the item at the place of delivery. If the Customer does not take delivery at the time of delivery agreed between TSS and the Customer for reasons not attributable to TSS, the risk with regard to the item will transfer permanently to the Customer at that time. All costs related to storage and transport, which TSS must incur from the time of delivery referred to in the previous sentence with regard to the item, shall be borne entirely by the Customer.
- 3.6. The ownership of goods delivered by TSS remains with TSS until TSS has received full payment from the Customer of all that which the Customer owes TSS for whatever reason (extended retention of title).
- 3.7. The Customer may only use goods that are still subject to the extended retention of title within the framework of its normal business activities. Under no circumstances may the Customer alienate, rent out or encumber these goods with securities or other limited property rights. If the Customer fails to fulfill any payment obligation, TSS is authorized to take possession of goods that are still subject to extended retention of title without the Customer's cooperation. TSS is not obliged to compensate the Customer for the damage it suffers in connection with the repossession. The costs of repossession and, if necessary, selling the goods will be borne entirely by the Customer. What TSS still has to claim from the Customer is reduced by the economic value the repossessed goods represent to TSS. However, TSS is never required to observe a value that is higher than the price agreed with the Customer for those goods.

#### 4. MANUAL; INSTRUCTION

- 4.1. With regard to goods to be delivered, TSS will provide the Customer with information about the construction, operation and handling of the goods in the form of a manual or instruction book.
- 4.2. The Customer is entitled to free instruction, insofar as this has been agreed upon in the relevant agreement.

#### 5. DRAWINGS, SOFTWARE, ETC.

- 5.1. All drawings, images, catalogues, programs (software) and other data, insofar as not being a manual or instruction book as referred to in Article 4, which TSS provides to the Customer, remain the property of TSS and must be returned to TSS at TSS's first

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01



# Terms and Conditions

## Total Safety Solutions B.V.

### May 2022

request. Without prior written permission, said data may not be copied or made available to third parties.

#### 6. PRICE; PRICE ADJUSTMENT

- 6.1. All amounts stated in the offers, agreements, order confirmations and brochures of TSS are in Euro, exclusive of turnover tax and levies imposed by the government, and in the event that TSS arranges for the transport of goods, also excluding, in any case, the costs related to packaging, transport and insurance. The costs referred to in the previous sentence may be charged by TSS to the Customer in full.
- 6.2. If a price in a currency other than the Euro has been agreed between TSS and the Customer and that other currency decreases in value in relation to the Euro after the time of the last (price) offer from TSS, TSS is entitled to adjust the price insofar as necessary to compensate for the decrease in value that has occurred until the moment of full payment.
- 6.3. Amounts stated in offers, quotes, order confirmations, brochures et cetera of TSS are based on the most recently known cost components. TSS is entitled to pass on changes in taxes, levies, wages, social security charges, exchange rates, material, raw material and energy prices or other circumstances that entail an increase in the costs for TSS, to the Customer.
- 6.4. Prices are subject to typing errors. TSS is not liable for the consequences of typing errors.

#### 7. PAYMENT AND FULFILLMENT BY THE CUSTOMER

- 7.1. Insofar as not expressly agreed otherwise, the agreed purchase price must be paid in full within 14 days of the invoice date stated on the relevant invoice, without any discount, by transfer to the bank account specified by TSS. The Customer is not authorized to set off any amounts. TSS is also entitled to send invoices for partial deliveries.
- 7.2. Unless TSS has agreed to postponement or suspension of payment in writing in advance, the Customer is not entitled to postpone or suspend payment of the purchase price, among other things but not exclusively for the reason that the goods delivered or services performed by TSS are, in the opinion of the Customer, faulty.
- 7.3. If the Customer does not fulfill its obligations or does not do so on time, TSS is entitled, without prejudice to its other rights under the law or the agreement and without any notice of default being required:
  - a. suspension of the performance of the agreement in respect of which the Customer is in default, as well as any other agreements with the Customer;
  - b. compensation for all direct and indirect damage suffered by TSS as a result of the Customer's non-compliance. Insofar as the non-compliance consists of non-payment or late payment, said compensation will in any case consist of the statutory commercial interest (as referred to in Section 6:119a of the Dutch Civil Code and 6:120 paragraph 2 of the Dutch Civil Code). The interest is due from the moment that the Customer is in default of payment until the moment that the Customer has fully

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01



## Terms and Conditions Total Safety Solutions B.V. May 2022

- paid what it owes to TSS. Each time after the end of a year, the interest referred to in the previous sentence is also due on the interest already due but not yet paid;
- c. reimbursement of all judicial and extrajudicial costs, the latter costs being deemed to consist of at least 15% of what the Customer has not paid on time.
- 7.4. If TSS has reason to doubt whether the Customer will fulfill its obligations (with the following circumstances on the part of the Customer in any case constituting sufficient reason for doubt: repeated failure to pay; attachment at the expense of the Customer; application for a suspension of payment or moratorium, bankruptcy, starting a WHOA procedure and/or application for debt restructuring (WSNP) by the Customer; shutdown; sale of a substantial part of the shares in the Customer; liquidation of the Customer; sale of a substantial portion of the Customer's assets; a change of control regarding the Customer; or complete or partial cessation of the Customer's business) all that which the Customer owes to TSS becomes immediately due and payable and TSS is authorized to suspend the fulfillment of its obligations until fulfillment by the Customer, including full payment, has been completed or if - to the satisfaction of TSS - sufficient security has been provided for the payment. If full payment or adequate security is not provided within 14 calendar days after TSS's request to that effect, TSS is authorized to rescind (*ontbinden*) the agreement in question without any obligation to pay compensation to the Customer and without prejudice to its right to compensation for suffered and/or damage yet to be suffered.
- 7.5. Any claims of the Customer against TSS are not transferable. This provision has effect under property law (*goederenrechtelijke werking*) in accordance with Section 3:83(2) of the Dutch Civil Code.

### 8. Assembly, installation and/or commissioning

- 8.1. If TSS delivers goods, TSS will only take care of the assembly, installation and/or commissioning if and insofar as this has been expressly agreed upon.
- 8.2. If and insofar as TSS takes care of the assembly, installation and commissioning, the following applies:
- a. The Customer shall provide all cooperation necessary to enable TSS to carry out the assembly, installation and/or commissioning in a timely and proper manner. The Customer shall in any event ensure in a timely manner: good and safe access to the workplace, if necessary, also outside the Customer's usual working hours; permits, insofar as required for the execution of the work; an place of unloading as well as sufficient storage space, covered and lockable if necessary; the required energy, water, fuels and lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be designated by TSS.
- b. The Customer shall ensure that all work that TSS must build or expand upon during the assembly, installation and/or commissioning and which has not been agreed to be performed by TSS - for example all dismantling work and all electrician and plumbing work, all groundwork, masonry, foundation work, carpentry and painting and all other construction activities, are carried out in a timely and proper manner. The Customer



## Terms and Conditions Total Safety Solutions B.V. May 2022

will regularly consult with TSS and provide it with all information necessary for proper coordination of the mutual activities.

- c. The Customer shall provide all cooperation to achieve and maintain safety in the workplace, also taking into account the applicable legal and company regulations. In particular, the Customer is responsible for facilities in connection with fire.

### 9. QUALITY; EXAMINATION; REPAIR OF DEFECTS; USAGE

- 9.1. TSS delivers goods and performs work that comply with the quality requirements that have been expressly agreed and with the legal regulations in force in the Netherlands at the time of the last offer from TSS. If TSS becomes aware of new relevant legal regulations in the Netherlands after its last offer but before delivery, TSS will notify the Customer of this. Any adjustment of the goods to be delivered or services to be performed by TSS will take place in mutual consultation. The delivery term will be adjusted to the extent necessary and the additional costs for TSS resulting from the adjustment will be borne by the Customer. Insofar as quality requirements have not been expressly agreed with regard to the goods to be delivered or services to be performed, the quality of the goods and services to be delivered shall not fall below the good average quality.
- 9.2. After delivery of the goods or after the notification by TSS to the Customer that it has completed the agreed work, the Customer must check the goods and/or work as soon as possible, but in any case, within 10 working days after the delivery or the notification from TSS for completeness and soundness. Shortages and/or defects - (each being non-compliance with what has been agreed) - that the Customer could have discovered during a careful check during the period referred to in the previous sentence or that the Customer has discovered but subsequently has not notified TSS of in writing within 21 calendar days after delivery or the notification of TSS, the Customer can no longer make a claim against TSS. This also applies in the case of partial deliveries.
- 9.3. Shortages or defects, which become apparent during the inspection referred to in 9.2 and which have been reported in writing to TSS in good time, as well as shortages or defects that could not have been discovered during the inspection referred to in 9.2 but still come to light within six months after the delivery of the relevant goods or completion of the relevant work and are reported to TSS in writing within 10 calendar days from the discovery, will be rectified by TSS as much as possible by supplementing or – at the discretion of TSS – repair or replacement. Insofar as not stated otherwise in 9.4 below, this cancellation will be at the expense of TSS. The right to complain expires at all times 7 months after the delivery of the relevant good or the completion of the relevant work.
- 9.4. With regard to the rectification of shortages and defects, the following provisions also apply:
  - a. TSS will make every effort to carry out the rectification as soon as possible in the given circumstances. The Customer will fully cooperate in this regard.
  - b. Rectification will, as much as possible, take place in a location to be designated by TSS for that purpose. The transport of the goods to and from that location are at the expense and risk of the Customer.



**TOTAL  
SAFETY  
SOLUTIONS**

## Terms and Conditions Total Safety Solutions B.V. May 2022

- c. In the event of rectification outside of the Netherlands, the travel and accommodation costs of (employees of) TSS, who will conduct research and carry out the rectification, will also be borne by the Customer.
  - d. Goods or parts that are replaced automatically become the property of TSS. If the Customer's cooperation is required for this transfer of ownership, the Customer will provide this cooperation at TSS's first request.
  - e. If shortages and/or defects occur with regard to goods that TSS has obtained from third parties or with regard to work that TSS has had performed by third parties, then - without prejudice to the provisions of 9.3 - the rectification thereof will only take place free of charge insofar as the third party bears the costs of rectification.
  - f. The Customer has no right vis-à-vis TSS to rectify shortages and defects that are likely to be the result of normal wear and tear, improper or careless use, use not in accordance with the intended purpose, lack of maintenance, storage and transport and/or of not (correctly) following directions or instructions from TSS. The Customer is also not entitled to rectification of shortages and/or defects as a result of an 'external calamity' such as, among other things, a defective and/or a non-prescribed and/or damaged battery, use under water, etc.
  - g. The Customer's right vis-à-vis TSS to rectification of shortages and/or defects lapses if the Customer carries out the rectification and/or other repairs by itself or has them carried out by a third party without TSS's prior consent. The right to rectify shortages and/or defects may also lapse if the Customer does not comply with the urgent advice to have the goods inspected periodically.
  - h. The occurrence of shortages and/or defects does not constitute a ground for suspension of the Customer's payment obligation towards TSS. If the Customer does not fulfill its payment obligation even after a written demand to that effect, this entails forfeiture of its right to repair shortages and defects.
- 9.5. If the Customer makes a complaint about a shortage or defect that cannot be rectified or can only be rectified at a cost that is disproportionately high for TSS, TSS is not obliged to rectify the defect or shortage. In that case, the price for the delivered goods will be reduced, which reduction will be determined as much as possible on the basis of consultation between TSS and the Customer and with due observance of the unit prices used when the agreement in question was concluded, or the agreement in question may be rescinded (*ontbinden*) in writing, with the Customer only being entitled to rescind the agreement in question if the non-rectifiable shortage or defect is so objectionable to the Customer that, even despite a price reduction, it cannot reasonably be expected from the Customer to uphold the agreement in question.
- 9.6. The occurrence of shortages or defects in respect of which TSS has a duty to rectify, can - apart from the case referred to in 9.5 - only form a ground for rescission by the Customer of the agreement in question, if TSS also fails to rectify the shortage or defect within a reasonable term after a written warning, taking into account all circumstances.
- 9.7. Any claim by the Customer with regard to compliance with, annulment or dissolution of the agreement will lapse if it does not legally institute a legal action against TSS. has

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01



# Terms and Conditions

## Total Safety Solutions B.V.

### May 2022

made within six (6) months after he has reported a shortage or defect in time in accordance with the provisions of 9.2 and 9.3.

- 9.8. The Customer will only use the goods and goods in the manner as described by TSS in the manual it supplies with the relevant goods and goods and in accordance with the other directions and instructions of TSS.
- 9.9. The Customer is not permitted to make any adjustments whatsoever to the goods supplied by TSS, or to resell, rent or otherwise make the goods supplied by TSS available to third parties, unless TSS has given explicit written permission to do so.
- 9.10. If the Customer complains about a shortage or defect, the Customer is obliged to immediately make the item or good concerned available to TSS so TSS can (among other things) investigate its functioning.

## 10. CONFLICTING INDUSTRIAL/INTELLECTUAL PROPERTY RIGHTS

- 10.1. The ownership of all IP rights, however named, that rest on the goods delivered by TSS, rests fully and unconditionally with TSS at all times.
- 10.2. The Customer will respect all IP rights of TSS on the goods delivered by TSS and will not infringe or attempt to infringe them in any way.
- 10.3. If TSS makes use of materials, drawings, models, instructions, etc. from or on behalf of the Customer in the performance of an agreement with the Customer and a third party holds TSS liable for infringement of an industrial or intellectual property right in connection with the use of said materials, drawings, models, instructions, etc. from or on behalf of the Customer, TSS shall immediately inform the Customer thereof. TSS will leave the handling and settlement of the third-party claim to the Customer, which shall bear all costs and damage related to the third-party claim incurred and/or suffered by itself and TSS and shall indemnify TSS in this regard. TSS is authorized either to suspend the execution of the agreement in question pending the outcome of the Customer's actions vis-à-vis the third party, or to rescind (*ontbinden*) the agreement in question with immediate effect without being obliged to pay any compensation.

## 11. FORCE MAJEURE

- 11.1. Force majeure applies to TSS as circumstances of a factual, legal or other nature, which - whether or not foreseeable - prevent the timely fulfillment of the agreement through no fault of its own or, in the opinion of TSS, make timely fulfillment of the agreement particularly objectionable. Such circumstances include: strikes; business occupations; production interruptions as a result of machine breakdown, disruptions in the supply of energy and water or fire, etc.; import, export and production bans and other government measures; transportation barriers; pandemics; and failure of suppliers and auxiliary persons.
- 11.2. If a circumstance of force majeure occurs on the part of TSS, it will inform the Customer of this in due course. Unless it is beyond doubt that the force majeure situation will last thirty full working days or longer, TSS has the right to suspend the obligations the fulfillment of which is prevented by force majeure or, in the opinion of TSS, the fulfillment of which has become particularly onerous for TSS and the corresponding

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01



# Terms and Conditions

## Total Safety Solutions B.V.

### May 2022

obligations that have not yet been fulfilled, without giving rise to any right to compensation. As soon as it is beyond any doubt that the force majeure situation will last longer than thirty full working days, or as soon as the force majeure situation has lasted longer than thirty full working days, each of the Parties is entitled to rescind the agreement by means of a written statement addressed to the other party, without giving rise to any right to compensation.

#### 12. LIABILITY

- 12.1. TSS is never liable for any damage that the Customer suffers or will suffer as a result of the use of goods that TSS has supplied and/or services and/or work that TSS has performed.
- 12.2. The Customer will indemnify TSS against all third-party claims against TSS, however named or estimated, that are based on the Customer's use of goods and goods supplied by TSS and/or services and/or work performed by TSS.
- 12.3. If, despite the provisions of Articles 12.1 and 12.2, TSS is liable for whatever reason, TSS's total liability will always be limited to the amount paid out in the relevant case by the (liability) insurer under the applicable liability insurance of TSS, including the deductible that TSS bears in the relevant case in connection with that liability insurance.
- 12.4. In the event – for whatever reason – no payment is made under the liability insurance referred to in Article 12.3, TSS's total liability for direct damage is limited to an amount of € 25,000. The above limitation of liability will not be invoked if damage is the result of intent or gross negligence on the part of TSS.
- 12.5. Liability for indirect damage, including but not limited to consequential damage, loss of profit, lost savings, loss of data and damage due to business interruption and idleness, is excluded at all times.
- 12.6. The possibility to file any legal claim or to file any dispute by the Customer with regard to or as a result of the agreement between the Parties lapses or expires one year after the cause for said claim or dispute has arisen.
- 12.7. Insofar as the delivered good concerns the emergency plug, this is only an aid and never replaces the applicable protocols.
- 12.8. The above provisions also apply to persons who are in any way involved in the performance of existing obligations of TSS towards the Customer.

#### 13. APPLICABLE LAW; COMPETENT COURT

- 13.1. The legal relationship(s) between TSS and the Customer is exclusively governed by Dutch law.
- 13.2. 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.
- 13.3. These Terms and Conditions are a translation of the Dutch Terms and Conditions of TSS. The Dutch text of the Terms and Conditions shall prevail over the text of any translation.

Total Safety Solutions B.V.  
Postbus 67  
5070 AB Udenhout  
Nederland  
+31 13-8221480

[www.totalsafetysolutions.nl](http://www.totalsafetysolutions.nl)  
[www.emergency-plug.com](http://www.emergency-plug.com)  
[info@totalsafetysolutions.nl](mailto:info@totalsafetysolutions.nl)  
[info@emergency-plug.com](mailto:info@emergency-plug.com)  
KvK: 83297030

Bank: Rabobank, account no: 37.02.25.066  
IBAN: NL34RABO 0370 2250 66  
BIC: RABONL2U  
Oisterwijk nr. 1389  
BTW: NL862818205B01