

GENERAL TERMS AND CONDITIONS

*Industrieel Klimmen BV
General Terms and Conditions, version 5*



**INDUSTRIEEL
KLIMMEN.NL**

Geeft rust van geest

Table of contents:

GENERAL TERMS AND CONDITIONS.....	0
Introduction.....	Fout! Bladwijzer niet gedefinieerd.
General Section	2
Special Section I - Sale of Goods.....	13
Special Section II - Rental of Goods.....	17
Special Section III - Execution of Work on Location	20
Special Section IV - Training and/or Courses.....	21
Withdrawal Form.....	23

Let's introduce ourselves

We are Industrieel Klimmen, and we provide peace of mind when working and rescuing at heights.

Our work consists of selling and renting fall protection equipment, inspecting these means, and providing various trainings for working and rescuing at heights. We do this from two locations. We have a physical store and a webshop. Inspections are carried out either at our premises or at the client's location. Trainings are mainly given in our own training hall and sometimes on location. Occasionally, we visit to install the products we sell, in which case we also provide installation services.

This document contains our General Terms and Conditions. These provide clarity about the rights and obligations that we have collectively. Where provisions are intended only for the Business Party, or specifically for the Consumer not acting in a professional or business capacity, this will be indicated. In all cases where this is not mentioned, the Conditions apply to both parties, unless mandatory legal rules oppose this.



General Section

Article 1. Definitions

a. "We" are 'Industrieel Klimmen B.V.' (but you may also simply say 'Industrieel Klimmen'). You can find us via www.industrieelklimmen.nl. We love personal contact, and the coffee is always ready, so if you prefer to visit us, you can find us at the addresses below.

Industrieel Klimmen TRAINING CENTER (main office)

Vrijheidweg 35
1521 RP Wormerveer
Netherlands

Industrieel Klimmen SHOP

Halkade 21-A
1976DC IJmuiden
Netherlands

Chamber of Commerce number: 58111611

VAT number: NL852878916B01

- b. "Client" That's 'You', or the company you work for. It is the natural or legal person who purchases the Services or Goods from Industrieel Klimmen, or who intends to do so. A Client can also be a participant.
- c. "Participant" is the person who actually participates in or uses a training or course;
- d. "Consumer" is the Client not acting in the course of trade or business and who has entered into an Agreement with Industrieel Klimmen in that capacity.
- e. "Business Party" is the Client acting in the course of trade or business.
- f. "Data Subject" is the natural person whose personal data is processed.
- g. "Third Party" is any party that is not part of one of the parties or the affiliated companies.
- h. "General Terms and Conditions" are the General Terms and Conditions that you are now reading;
- i. "PPE" are personal protective equipment;
- j. "Price" is the price for the service or goods as we have agreed upon;
- k. "Documentation" are the drawings, (technical) specifications, designs, calculations, plans, risk inventories, prototypes, and all other documents that are (will be) made available by anyone;
- l. "Rental" is the rental of goods;
- m. "The Rented" are the goods you rent from us;
- n. "Information" is all data, information, documentation, and know-how in the broadest sense of the word, whether or not contained in a source file, spoken, or written or drawn on paper. This information may relate to persons, material, prices, or other aspects of business operations or agreements;
- o. "Location" is the place where Industrieel Klimmen performs its work and/or where the service is provided;
- p. "Force Majeure" are circumstances, conditions, and/or events beyond the control of either party, occurring through no fault or negligence of either party, which cannot be avoided or prevented by taking reasonable measures. These are circumstances that temporarily or permanently prevent the performance of an obligation (excluding payment obligations) under the Agreement. Examples of force majeure include union strikes, mutiny, quarantine, epidemics, war (declared or undeclared), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, extreme weather conditions, and/or other extreme acts of nature, provided no cause or contribution to those events has been given.



q. "Party" means either you or us;

Article 2. Applicability

a. These General Terms and Conditions apply to all offers made and agreements concluded by Industrieel Klimmen. A copy of these General Terms and Conditions can be downloaded for free from our website www.industrieelklimmen.nl/general-terms-and-conditions. If you request it, we will send it to you free of charge. The General Terms and Conditions of the Client do not apply unless we explicitly state otherwise. We explicitly reject other conditions.

b. Industrieel Klimmen engages in various business activities. We sell products online and also offer courses. These General Terms and Conditions consist of a general part and a specific part for each of the various business activities for clarity.

- General part
- Special part I Sale of Goods
- Special part II Rental of Goods
- Special part III Performing Work on Location
- Special part IV Trainings and Courses

Special parts may also apply concurrently, for example, if we provide training at your location; parts III and IV apply, or if we sell goods to you that we subsequently install at your location, parts I and III apply.

c. If the special part and the general part cannot be supplemented or are contradictory, the provisions of the special part shall prevail.

d. If we make different agreements in the contract than those stipulated in these General Terms and Conditions, the agreements in the contract shall prevail.

e. If a provision in these General Terms and Conditions is unlawful, void, or for any other reason unenforceable, this condition will be separated from the General Terms and Conditions. This does not affect the validity and enforceability of the remaining provisions. They remain in full force. We will then sit down and do everything possible to replace any invalid provision with provisions that are valid.

Article 3. Offer and Acceptance

a. Any offer made by Industrieel Klimmen is non-binding.

b. The Agreement via digital means is only concluded when you have indicated that you accept our offer, and we have subsequently informed you that we have received your acceptance. As long as we have not informed you that we have received your acceptance, the Consumer can terminate the agreement.

c. Otherwise, an agreement is concluded when it is evident from an action or statement by you.

d. Industrieel Klimmen takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment.

e. A quotation sent by Industrieel Klimmen is valid for 30 (thirty) days after sending.

f. Every quotation and offer we make is based on performance under normal circumstances and during normal working hours. Normal working hours are between 07:00 and 17:00, Monday to Friday. If we agree otherwise, we will explicitly state this in the quotation or agreement.

g. If there are errors in the quotation due to a mistake or typographical error, you cannot hold us to them. Sorry, mistake!

Article 4. Price

a. When selling to a consumer, we will state our prices including VAT.



- b. When selling to a business party, the prices stated in our offer are exclusive of VAT and other government levies, fines, and penalties. Other costs incurred, such as travel and accommodation, shipping, and administration costs, are also at your expense.
- c. An increase in cost-determining factors arising 3 months after the conclusion of the agreement may be passed on to you. However, this is only allowed if the order has not yet been completed, and there is a sudden cost increase. If you, as a Consumer, disagree with the increase, you may cancel the agreement.
- d. It may happen that you still want to adjust the order, even though the agreement has already been concluded. In such a case, you will receive a supplement to the agreement with the costs of the changes specified.

Article 5. Performance of the Agreement

- a. We will ensure that our people possess the expertise, qualifications, and requirements as stipulated by law and the agreement.
- b. If Industrieel Klimmen deploys a specific person to perform the work, we may replace this person at any time with another person. You have the right to refuse this replacement, but only if you can demonstrate that the replacement does not possess the objective and relevant qualifications required for the work. For example, if they lack a diploma or certification.
- c. If the persons we engage are addressed outside the Agreement regarding the work or services, we agree that they can also rely on these General Terms and Conditions.
- d. Furthermore, we are free to organize and perform our work at our own discretion.
- e. As the Client, you may trust that we always do our utmost to achieve the agreed result. This means that we commit to a best-efforts obligation.
- f. For business parties, it may happen that Industrieel Klimmen needs to purchase goods for you that are not from our usual assortment. When we purchase these goods for you, it is entirely at your expense and risk. The (purchase/sale) conditions of the original seller - particularly regarding the warranty - apply one-to-one to our agreement.
- g. When you or a person you deploy gives us instructions or directions, we will follow them, provided the instruction or direction is responsible. We make the assessment of whether something is responsible ourselves. Where possible, we will always consider the wishes of the Client, but only if it is safe and feasible within the agreed costs. Industrieel Klimmen is not liable, and we are not obliged to pay damages if instructions and directions are not followed.

Article 6. Payment

- a. If we agree to send you an invoice, you must pay it within 14 (fourteen) days of sending via bank transfer. Only if this is stipulated in the agreement will a different payment term apply.
- b. We may agree with you to send you an invoice each month, but we may also send interim invoices earlier or later.
- c. At our location, you can pay by card, and if you wish, we will send you an invoice with VAT specification. This completes your administration.
- d. Online payments must be made in one go via one of the payment methods we offer. You must ensure that the balance on the specified IBAN is always sufficient to debit the amount by direct debit.
- e. We want to keep our administration as accurate as possible; therefore, offsetting amounts is not allowed.
- f. If you do not pay on time, you are in default by operation of law. In such a case, we may temporarily stop our work. Furthermore, we may use all other rights that the law and regulations provide us to collect our claim.
- g. If you are in default of payment, the following applies:



- For business parties; you owe interest of 5% per calendar month, or part of a calendar month in which you are in default. We also charge

15% collection costs on the original invoice amount for each invoice for which you are in default.

- For consumers, we apply the statutory commercial interest and calculate extrajudicial collection costs in accordance with the extrajudicial collection costs scale (BIK).

h. If you still refuse to pay and Industrieel Klimmen has to take action to collect the money, all legal costs we incur will be at your expense unless, in a procedure against a consumer, the court decides otherwise.

i. Everything you owe us is immediately due and payable if:

- You do not fulfill the payment obligations;
- Bankruptcy is applied for, or the Client is declared bankrupt;
- Provisional suspension of payment is applied for;
- The Client is placed under guardianship, enters into liquidation, or the company is dissolved.

j. Industrieel Klimmen may ask you at any time for an advance payment or other security. You are then obliged to comply immediately with that request.

k. Upon termination of the agreement, we will prepare our final settlement of the work performed.

l. If several Clients are involved in the agreement, everyone is jointly and severally liable and responsible for paying the full invoice.

m. If you are not paid by your Client, we find that very unfortunate, but unfortunately, that is not a valid reason not to pay our invoice or not to pay it on time. Not even if you depend on another party for any other reason.

n. We have the right of retention. This means we can keep your belongings until you have paid or provided another security. We can use the right of retention not only for outstanding invoices but also if you are declared bankrupt, the debt restructuring arrangement under the WSNP (Debt Restructuring Natural Persons Act) applies, or if you have applied for a suspension of payments.

Article 7. Documentation and Data

a. You are required to provide all data, such as information, knowledge, (technical) documentation, and changes that we indicate are necessary for proper performance of the agreement, complete, on first request, promptly and free of charge. You must also provide this data when you reasonably should understand that we need it. This also applies if you need to receive the data from another party.

b. We do not want to make mistakes because the Client has provided us with incorrect or incomplete data. Therefore, you must guarantee us that the data you provide is correct and complete. If we make a mistake because you provided us with incorrect or incomplete data, you cannot hold Industrieel Klimmen accountable. You must indemnify us for all consequences arising from this.

c. You may never assume that we check the data you provide for errors or ambiguities. Only if we have explicitly agreed in writing will Industrieel Klimmen check the documentation provided by or on behalf of the Client for errors, omissions, and/or ambiguities. This only applies as far as this falls within the normal business activities and professional expertise of Industrieel Klimmen. However, even then, the Client remains fully responsible and liable for the consequences of errors, omissions, and/or ambiguities.

d. If we have to wait for data from you, Industrieel Klimmen has the right to postpone the work or service. If the delay leads to costs, such as rental of equipment or deployment of employees, we may charge these costs to you according to our usual rates.

Article 8. Safety



- a. Climbing and all related activities are high-risk activities. Therefore, the Client is obliged to follow all rules, regulations, prescriptions, and measures (including the RI&E = risk inventory and evaluation) concerning safety, environment, health, and working conditions.
- b. When we perform work at a location designated by the Client, the Client must ensure that the working conditions at that Location comply with local regulations, prescriptions, and other requirements and instructions from governments and authorities.
- c. Climbing can involve falling or falling objects. It is therefore very important that there are no unauthorized persons or materials under and/or above the work of Industrial Climbing during the execution of the work. The Client must supervise this and is responsible for it.
- d. Our employees always have a basic set of CE-marked and ISO/EN-standardized clothing and PPE. A basic set of PPE includes:
 - Helmet
 - Gloves
 - Safety (sun) glasses
 - Work shoes.

If the work requires it, Industrial Climbing will also provide its employees with:

- Fall, climbing, and full-body harnesses
- Ropes
- Chains
- Carabiners

Very project-specific PPE, such as life jackets, full-face helmets, and overalls with special coatings, must be provided free of charge by the Business Client.

e. Structural integrity is an engineering aspect related to the ability of a structure (e.g., a wall) to bear loads without breaking. In our work, it is important that we can properly secure anchors and that anchor points are sufficiently strong. The Business Client shall guarantee the structural integrity of the work, including the suitability of the work for the method used during the activities. This provision specifically applies to anchor points in the case of Rope Access work or the installation of goods by Industrial Climbing.

Article 9A: Liability

- a. We appreciate clarity, so you and we know where we stand. We do not have an inexhaustible source, and our insurance does not always pay out. Therefore, our liability is limited to €2,500,000 per event or series of events with the same cause of damage. Unless mandatory legal provisions impose otherwise, the following liability provisions apply.
- b. If we violate sanction laws and/or regulations by performing a Business Assignment, you must indemnify and hold us harmless. This also applies to fines resulting from acts and omissions of the Client.
- c. If we or someone on behalf of Industrial Climbing transports, processes, handles, rents, borrows, uses, stores, or for any reason has possession of your goods and accidentally damages them, our liability is limited to €50,000.
- d. If we deliver items to you, such as assembly work, we will redo the assignment. You cannot claim more from us. If redoing the assignment is not possible, liability is limited to the invoice value of the relevant assignment, or in the case of a partial assignment, the invoice value of the relevant part, or in the case of monthly invoicing, the invoice value of the relevant month with a maximum of 1 month.



- e. The Business Client must indemnify us against all third-party claims for product liability. Product liability occurs if you deliver a product to another party that (partly) consisted of an item delivered by us to you, and that item causes damage to a third party.
- f. Let's not make it difficult for each other and agree that we are not liable for each other's indirect, immaterial, or consequential damage. These include losses such as loss of profit, business interruption, reputational damage, and missed orders. Rental loss is not excluded under this exclusion.
- g. After a completed job, we always clean up our mess properly. If despite our care, there is pollution and/or contamination in the Client's work area, or resulting from the items we delivered, we are not liable.
- h. If you notice damage and do not report it within a reasonable time, or if you do not take all reasonable measures to prevent damage, our liability expires unless mandatory legal rules prohibit this.
- i. If damage or loss is caused intentionally or through gross negligence by a party, that party cannot invoke liability-limiting conditions.
- j. Parties are liable to third parties as determined by applicable law.

Article 9B: Liability in relation to offshore, oil, gas, and geothermal industries

- a. Liability works differently in the offshore and/or oil, gas, and geothermal industries. This is common in that industry. The provisions of this article apply to activities in these industries. However, sections c and d of Article 9A do not apply.
- b. In this industry, a so-called knock-for-knock provision applies, meaning "each party bears its own damage." However, we want you to be responsible for the items you rent from us. Therefore, the first €25,000 damage you cause to one of our items is always at your expense. Furthermore:
 - You are responsible for, and will indemnify and hold us harmless against, all damages and claims regarding:
 - Items in your possession (whether rented or leased, etc.)
 - All personal injury, including death or illness of the Client's employees and affiliated companies.
 - We are responsible for, and will indemnify and hold you harmless against, all damages and claims regarding:
 - Items in our possession (whether rented or leased, etc.)
 - All personal injury, including death or illness of Industrial Climbing's employees and affiliated companies.
- c. It is also very common in this industry that your subcontractors have signed the mutual indemnity agreement of Nogepea, known as 'MIA Mutual Indemnity Agreement.' If this is not the case, you will take over the claims directed at us and fully indemnify us.

Article 10. Insurances

- a. Industrial Climbing has liability insurance of EUR 2,500,000. This insurance can only be claimed if Industrial Climbing is liable under these General Terms and Conditions or the Agreement.
- b. When we perform assembly work at a location designated by the Client, the Business Client must provide a so-called CAR insurance. It is your duty to include Industrial Climbing as a co-insured on the policy, either by name or as a subcontractor. In the event of damage, this CAR insurance will be the first to be claimed.
- c. When we use work equipment or motor vehicles of the Business Client, they must be insured all-risk. The insurance must provide coverage at the Location, but also during Industrial Climbing's services outside the Location.



- d. When the Business Client arranges transportation facilities (e.g., helicopter, boat) to bring Industrial Climbing and the persons engaged by it to the offshore base, the Client must also provide all relevant travel and cancellation insurances for these persons at no cost.
- e. Parties will also take out all compulsory legal insurances as prescribed by law.
- f. The insurances mentioned by the Business Client must also cover the actions and activities of Industrial Climbing and must not have a higher deductible than €2,500 per incident. We do not want the insurer to be able to come back to Industrial Climbing to recover damages. Therefore, insurers must waive their right of recourse.
- g. Each Party will, upon first request, provide the other Party with a certificate and/or other adequate proof of the existence of the insurance policies in accordance with the provisions of this article.
- h. We understand that the articles on insurances and liability can be complex. If you do not fully understand something, just ask us how it works, and we will figure it out together.

Article 11. Force Majeure

- a. If a party cannot fulfill an obligation due to force majeure, that obligation will be postponed until the force majeure situation is over.
- b. If it no longer makes sense to fulfill the obligation, we will terminate the ongoing agreement. The work that Industrial Climbing has already done must still be paid.
- c. A force majeure situation can never be a reason not to pay our invoices.

Article 12. Delay

- a. If you do not meet your commitments, we may temporarily suspend our obligation. We do not need to notify you first. As soon as you fulfill your obligation, we will resume our work, but only when our equipment and people are available again. You cannot hold us liable if we suspend our obligation for this reason.
- b. If we cannot start or continue our work due to a circumstance not caused by Industrial Climbing (e.g., unworkable weather), the Client must reimburse the costs arising from this to Industrial Climbing. The costs will be calculated according to the applicable unit prices. If there are no unit prices, the compensation will be determined reasonably and fairly.
- c. If we cannot start or continue our work due to a circumstance caused by Industrial Climbing, Industrial Climbing is not liable for any loss, costs, or damage. This does not apply if the parties have previously agreed on a fixed compensation. This fixed compensation is then the only (financial) remedy for the Client and the only obligation of Industrial Climbing.

Article 13. Cancellation

- a. When we make a reservation for you, this means we have temporarily reserved something for you. Therefore, the Client can never cancel a reservation.
- b. An assignment can only be canceled in writing. After cancellation, you owe us the full costs for:
 - already made project-specific investments
 - (de)mobilization of personnel and goods, such as, but not limited to order picking, travel and accommodation costs, pre-testing, storage, certification, and transport.
 - work preparation, such as, but not limited to engineering, project management, contract work, permit applications.For rental also applies:
 - in case of cancellation during, or less than 48 hours before the last initially communicated start of the assignment to Industrieel Klimmen:
 - 50% of the initial daily rate of the equipment, with a maximum of 7 days.



c. Costs of cancellation are based on all activities related to the initial agreement, including changes made from the moment of the request.

Article 14. Suspension

a. A reservation can never be suspended. Extension of a reservation is possible but only if approved in writing by Industrieel Klimmen.

b. An assignment can only be suspended in writing. During the suspension, the Client owes Industrieel Klimmen compensation as follows:

- fixed and flexible ongoing costs, such as (de)mobilization of personnel and equipment, rental, travel and accommodation costs, storage, ongoing or re-obtainable permits.

- costs charged by third parties

For rental also applies:

- at least 50% of the initial daily rate of the equipment

- at least 8 work hours per person per shift

c. Suspension is only possible under the following conditions:

- suspension by the Client starts after a waiting period of 48 hours after you have notified us of the suspension;

- the duration of the suspension may not exceed the duration of the initially agreed assignment;

- as soon as you have information based on which you expect or can expect a suspension, you must inform Industrieel Klimmen immediately. This allows us to take this into account and avoid unnecessary costs. If you do not inform us, knowing that a suspension is imminent, we are entitled to charge you for our costs and losses.

- once the equipment or employee(s) provided by Industrieel Klimmen are deployed again, the suspension is immediately terminated;

- the possibility to suspend can only be based on unforeseen circumstances at the time of entering into the agreement. Therefore, you cannot exercise your right to suspend if you knew or suspected at the time of entering into the agreement that it was imminent;

d. If we are in a period of suspension and you would like work to resume, you must notify us as soon as possible.

e. After your notification, we will inform you within 5 days whether we have personnel and equipment available to resume work. If we do not have personnel and equipment available, you cannot hold us liable for the consequences. In such a case, we will stay in contact and discuss when we can resume work. If it is not possible for us to resume the assignment, Industrieel Klimmen has the right to cancel the assignment entirely. We will then send you an invoice for the costs mentioned in this article up to the day of full cancellation.

f. Industrieel Klimmen has the right to charge changes to the initial assignment and costs for (additional) work preparation resulting from the suspension as additional work to the Client.

Article 15. Termination and Termination

a. Parties have the right to terminate the agreement. Parties can only do this in writing and according to the rules of this article.

b. For agreements with an indefinite term, a notice period of three months applies, which can be terminated at the end of the month.

c. For agreements initially with a limited term, but which have been tacitly renewed, a notice period of three months also applies, which can only be terminated at the end of the month of the extended term.

d. Agreements with a limited term cannot be terminated prematurely.

e. Each Party has the right to immediately dissolve and/or terminate the Agreement, without any intervention of a judge, in one of the following circumstances:



- if the (predominant) control of the other Party's company is directly or indirectly transferred to a third party;
 - if the other Party is declared bankrupt, applies for (provisional) suspension of payments, or otherwise loses free disposal over its business or its assets, without any prior notice being required;
- f. All costs arising from termination (including but not limited to demobilization costs and costs and/or fines that Industrieel Klimmen must pay to third parties) and an amount of 50% (fifty percent) of the contract value of the unfinished work that is terminated are for the account of the Client.

Article 16. Retention of Title

- a. When Industrieel Klimmen has delivered goods to the Client, these goods remain the property of Industrieel Klimmen until the Client has fulfilled all obligations arising from the agreement(s) concluded with Industrieel Klimmen properly and in full.
- b. Goods delivered by Industrieel Klimmen, but still owned by Industrieel Klimmen, may not be resold and may never be used as a means of payment. The Client may also not pledge or otherwise encumber such goods.
- c. You must always do everything reasonably expected of you to secure Industrieel Klimmen's property rights. If others seize the delivered under retention of title or wish to establish or assert rights to it, you must immediately notify us thereof. You are also obliged to insure and keep insured the delivered under retention of title against damage, loss, and theft. You must show us the policy of this insurance free of charge upon first request. In the event of any insurance payment, Industrieel Klimmen has the first right to this payment. If necessary, you hereby promise to cooperate in everything necessary or desirable in this context.
- d. In case we want to exercise our property rights, you hereby give Industrieel Klimmen in advance your unconditional and irrevocable permission to enter all those places where the properties of Industrieel Klimmen are located, so that we can take back our properties.

Article 17. Confidentiality and Copyrights

- a. Integrity is important to us. Therefore, we promise each other that all information received from the other party will be treated confidentially.
- b. Information that we say is confidential or that you can reasonably assume is confidential must be kept confidential. It is expressly prohibited to reproduce, disclose, or exploit confidential information, whether with the involvement of a third party, without the prior written consent of Industrieel Klimmen.
- c. We have the right to store, use, and process the texts, drawings, designs, images, recordings, and other goods we have created on our own device or other storage medium. Of course, we ensure that no direct or indirect information about natural or legal persons is disclosed.
- d. We reserve the rights and powers that belong to us under the Copyright Act and other intellectual property laws and regulations. We have the right to use the knowledge gained during the execution of the agreement for other purposes as well. Industrieel Klimmen ensures that no strictly confidential information of the Client is disclosed to third parties.
- e. We take pride in the way we run our business. We have thought about it for a long time and we prefer to keep it to ourselves. We want to be unique in our industry. Therefore, the (technical) elaborations and matters delivered by Industrieel Klimmen, such as quotations, project plans, and risk assessments, are intended exclusively for the Client itself and the (technical) objectives of yourself. Nothing of the goods and advice delivered by Industrieel Klimmen may be made public without prior written consent of Industrieel Klimmen, other than for which the use is intended.



f. None of the goods made by us may be modified, reproduced, including reproducing by means of printing, offset, photocopying, or microfilm, or in any digital, electronic, optical, or other form. The goods and services delivered by us may not be resold to third parties.

g. Please note that it is not allowed to provide or let Industrieel Klimmen process information from third parties without authorization. We assume that you have conducted an investigation into possible copyrights yourself. The Client guarantees that all information provided by him is free from copyrights and other rights. Industrieel Klimmen has no duty to investigate, and the full responsibility lies with the Client. The Client indemnifies and holds Industrieel Klimmen harmless for claims from third parties.

h. All information remains the property of the Party that provided it, and all intellectual property rights therein belong to, and will remain with, the Party that provided it to the other Party.

Article 18. Guarantees, Examination, and Complaints, Limitation Period

a. We always do our utmost, but mistakes can happen. So, as soon as Industrieel Klimmen has delivered to you, you are obliged to examine the delivered item. You must do this immediately at the moment the items are made available to you, or the relevant work has been completed. Pay particular attention to whether the quality and/or quantity matches what we have agreed upon.

b. If you notice a defect, you must report this to us in writing within 7 (seven) days after delivery. We ask you to describe the defect as detailed as possible and, if possible, to attach photos. To process your complaint as best as possible, you must allow us to investigate the complaint. We conduct this investigation ourselves or have it done. If you do not adhere to these agreements, the settlement of your complaint is frustrated and Industrieel Klimmen can no longer provide guarantees. In that case, all your rights expire.

c. A timely complaint does not suspend the payment obligation.

d. If it is established that a complaint is unfounded, all costs arising from this will be borne by the Client.

e. If the warranty period has expired, all costs for repair or replacement, including administration, shipping, and call-out costs, will be borne by the Client.

Article 19. Personal Data

a. We will make every effort to keep personal data confidential.

b. Industrieel Klimmen adheres to the rules of the GDPR. This is the General Data Protection Regulation. This means that personal data is only processed for the purpose for which we received it, but we do more:

- The employees of Industrieel Klimmen are aware of the relevant rules of the GDPR and have signed a confidentiality agreement regarding all personal data provided to Industrieel Klimmen.
- You and we have taken technical and organizational measures to secure our systems against external breaches.
- When you and we provide data to third parties, you and we have concluded a processing agreement with these third parties.
- Personal data is not kept longer than necessary. Industrieel Klimmen applies a period of two years after the end of the agreement, after which the data is destroyed. The law may prescribe a different retention period. If so, Industrieel Klimmen will adhere to the prescribed legal retention period.
- Unless required by law, parties will not provide personal data to third parties without the explicit consent of the data subject.
- Data subjects have the right to know whether and which personal data is being processed and for what purpose.



- Data subjects have the right to correction, deletion, or supplementation of data if necessary. This can only be accommodated if retaining the data is not of significant importance to another party and the data does not need to be retained by law;

- Our privacy statement is available on our website and can be viewed here.

c. For questions about, among other things, the purpose of registration, the use of personal data, and/or to report changes or to object to the further use or registration of personal data, you and the data subject can send a letter or email to Industrieel Klimmen in Wormerveer.

Article 20. Penalty Clause

a. We value confidentiality and our copyrights. To ensure that the Client adheres to this, we have chosen to include a formal penalty clause here: If the Client acts in violation of the provisions of article 17 of these General Terms and Conditions, the Client is liable to Industrieel Klimmen for a penalty of € 10,000 (ten thousand euros) for each violation, plus an amount of € 10,000 (ten thousand euros) for each day that the violation continues. The penalty is capped at € 1,000,000 (one million euros). The penalty is immediately due and payable, without any notice of default or other prior declaration in the sense of art. 6:80 BW et seq. being required. This penalty is due in both attributable and non-attributable shortcomings and without prejudice to any other rights or claims of Industrieel Klimmen, including at least the right of Industrieel Klimmen to claim full compensation.

Article 21. Evergreen Clause

a. To ensure that certain provisions remain valid even after the end of the agreement, an evergreen clause is included here. The provisions of articles 17, 20, and 21 remain in effect even after the termination of the agreement.

Article 22. Amendment Clause

a. Changes occasionally occur in our industry. Therefore, we want to be able to amend these terms and conditions and the terms of the agreement at any time. If we make any changes, we will notify you. The Client then has two months to respond. If you do not respond within two months, we may assume that the Client has accepted the change. The change is then irrevocable.

Article 23. Applicable Law and Jurisdiction

- a. All offers and agreements are exclusively governed by Dutch law.
- b. The Vienna Sales Convention is expressly excluded. We do not participate in that.
- c. We hope it doesn't happen, but if a dispute arises between you and Industrieel Klimmen, this dispute will be submitted to the competent court in the place where the registered office of Industrieel Klimmen is located. This is legally our address. If there is a mandatory legal provision designating another court, the dispute will be submitted to that designated court.
- d. If you, as a Business Party, have a claim against us and wish to validate it, please do so within 12 (twelve) months, as any claim against us expires thereafter.

Article 24. Contact

- a. If you have any questions or comments about privacy, the service, or the product, you can let us know by sending an email to info@industrieelklimmen.nl, or by sending a letter, or calling.
- b. Industrieel Klimmen will contact you within five working days of receiving your question or comment.
- c. We want you to be satisfied and always strive to reach a mutual solution.



Special Section I - Sale of Goods

Article 25. Offer and Acceptance

a. The Agreement via digital means is concluded at the moment Industrieel Klimmen confirms to the Client that we have received the order. As long as we have not yet confirmed your order, the Client can cancel the Agreement.

Article 26. Rates and Payment

- a. Prices will not be increased during the validity period of the offer, unless required by legal measures or if the manufacturer implements interim price increases.
- b. All prices mentioned on the website are in Euros and exclusive of 21% VAT.
- c. The Client must make all payments in Euros. We offer the following payment methods:
- iDeal: payment via the internet at all common banks can be made on the website in a secure electronic manner.
 - one-time authorization: possible for existing customers, but ensure that the balance on the provided IBAN is always sufficient to debit the agreed amount.
 - by invoice: delivery is also possible for existing customers by invoice.
 - bank transfer: after the transfer, the order will be shipped.
 - cash payment: only possible upon collection by appointment.
- d. For cash payments above €10,000, we must conduct a client investigation. This is related to the law to prevent money laundering and terrorist financing.

Article 27. Delivery

- a. Deliveries are always made Ex Works. This is an Incoterm 2020 and means that we will make the goods available to you at the agreed delivery location. If we do not agree otherwise, the delivery location is always at our premises at Vrijheidweg 35 in Wormerveer (NL). You are responsible for further transport and bear the risk of damage.
- b. If we agree that Industrieel Klimmen will also arrange the transport, we will do so at the Client's expense and risk. Such an agreement is considered an agreement for arranging transportation. In no case does Industrieel Klimmen act as a carrier, but as a forwarder. The risk of storage, loading, transport, and unloading also rests with the Client in that case.
- c. Delivery takes place while stocks last. Industrieel Klimmen has the right not to deliver items that are out of stock or no longer available.
- d. Under the rules of distance selling, Industrieel Klimmen will execute orders within at least two working days unless another delivery period has been agreed. If delivery within two working days or another agreed delivery period is not possible because the ordered item is out of stock or no longer available, or for other reasons there is a delay, or an order cannot be carried out in full or at all, the Consumer will be notified within 2 working days after placing the order and has the right to cancel the order without any costs and notice of default.
- e. When delivery is made to the delivery address provided by the Client, the carrier's report serves as proof of whether or not delivery took place.
- f. All delivery times mentioned by Industrieel Klimmen are determined to the best of our knowledge based on information known to Industrieel Klimmen at the time of entering into the Agreement. However, something can always come up that we have no control over, and therefore the Client cannot interpret the agreed delivery period as a strict deadline.
- g. If we are hindered in making a delivery and the delivery cannot take place as agreed, we are entitled to charge you for the costs incurred. The delivery time will be extended as necessary.



Article 28. Images and Specifications

- a. All images on our website, such as photos, drawings, and also data concerning weights, dimensions, colors, images of labels, are approximate and cannot be a reason for compensation or termination of the Agreement.
- b. Properties of the good itself are typical of the good, such as oxidizing, pilling, discoloration, shrinking, stretching. These depend on the material of the good and are the same for every customer. We are never liable for any adverse effects due to the properties of the good itself.

Article 29. Warranty

- a. Industrieel Klimmen guarantees that new products are free from construction and/or material defects and/or rust formation at delivery, insofar as follows from these warranty provisions.
- b. For the delivery of used products, it applies that they may contain signs of use upon delivery. The Client may assume that the delivered good is safe at delivery and can be used for its intended purpose.
- c. The warranty expires as soon as the good has not been used correctly, has been handled recklessly, is damaged, or has been used for a purpose other than intended.
- d. If the good does not meet your expectations, this is called non-conformity. In the case of non-conformity, the Client has the right to have the missing item sent. If sending the missing item does not resolve the issue, the Client has the right to repair. If repair does not resolve the issue, the Client has the right to replacement.
- e. If replacement is not possible because the good is no longer available, the Client has the following options:
 - We will provide an equivalent good of the same price range.
 - You may terminate the agreement with us.
- f. If you benefit from the repair or replacement, you must pay a proportional contribution. We will make a proposal for this.
- g. Every good requires maintenance. During maintenance, parts that are not intended to last the product's lifetime will be replaced. Maintenance actions and parts are not covered by the warranty.
- h. Furthermore, we adopt the so-called factory warranty from the manufacturer or importer of the good. Warranties will be executed by recognized service points designated by the manufacturer or importer.

Article 30. Cancellation and Revocation by Client

- a. Cancellation of an order or part thereof by the Client, other than based on the right of withdrawal, is only possible if agreed with Industrieel Klimmen. A cancellation must be made in writing or by email. The moment of receipt by Industrieel Klimmen counts as the moment of cancellation by the Client. Proof of cancellation is the written confirmation (which can also be an email) from Industrieel Klimmen.
- b. If you entered into an agreement via the website, you have the right to cancel the Agreement within 14 (fourteen) calendar days without giving reasons. The 14 (fourteen) days period starts:
 - on the day after you or a third party designated by you (not the carrier) has received the good, or:
 - if you have ordered multiple goods in the same order: the day on which you received the last shipment or the last part. Industrieel Klimmen is entitled to refuse an order for multiple goods with different delivery times;
 - if the delivery consists of different shipments or parts: the day on which you received the last shipment or the last part.



- c. You can notify us of the cancellation via email or the website www.industrieelklimmen.nl. The Client can also use the withdrawal form on the website and send it to us or notify the cancellation in another unequivocal manner.
- d. During the reflection period, you must handle the good and the packaging with care. You may only unpack or use the good to the extent necessary to determine the nature, characteristics, and functioning of the good. The starting point is that you may only handle and inspect the good as you would in a store.
- e. You are liable for any reduction in value of the good resulting from handling the good beyond what is allowed in the previous paragraph.
- f. If you use the right of withdrawal, you must return or bring back the good to our premises as soon as possible but no later than 14 (fourteen) days after the cancellation. In such a case, you must return the good undamaged and complete with all accessories provided, if reasonably possible in its original condition and packaging.
- g. The Client bears the cost of returning or bringing back the good.
- h. If you use your right of withdrawal, all additional agreements are dissolved by operation of law.

Article 31. Costs in Case of Withdrawal

- a. If you use your right of withdrawal, the direct costs of returning the good are at your expense.
- b. We will reimburse payments made for the returned good, including any delivery costs, without delay but within 14 (fourteen) days following the day you have partially or fully revoked the agreement. Unless Industrieel Klimmen offers to collect the good itself, we may wait with reimbursement until we have received the good or you have demonstrated that you have returned the good, whichever is earlier.
- c. Industrieel Klimmen will use the same payment method for reimbursement that the Consumer used, unless you agree to a different method. The reimbursement is free of charge for the Consumer.
- d. If you chose a more expensive delivery method than the cheapest standard delivery, we are not obliged to reimburse the additional costs for the more expensive method.

Article 32. Exclusion of Right of Withdrawal

- a. There are also situations where you cannot cancel or revoke. The cancellation and withdrawal rights do not apply to goods:
 - that have been created according to the Client's specifications,
 - that are clearly personal in nature;
 - that by their nature cannot be canceled or returned;
 - that exceed an order of 10 (ten) units and if it concerns an order from a Business Client.unless production has not yet started and Industrieel Klimmen also has the possibility to cancel free of charge;
- b. The right of withdrawal does not apply to the delivery of digital content that is delivered on a tangible medium, insofar as the performance has begun with the Consumer's explicit prior consent and he/she has acknowledged that he/she loses the right of withdrawal.
- c. The right of withdrawal also does not apply to the delivery of computer software where the seal has been broken after delivery.
- d. The Consumer does not have a right of withdrawal if it concerns a Service and the performance has begun with the Consumer's explicit prior consent and he/she

has declared to waive the right of withdrawal once Industrieel Klimmen has fulfilled the Agreement.

Article 33. Privacy



- a. Industrieel Klimmen asks you to provide a number of details when you request a quote/assignment/order/purchase. For example, Industrieel Klimmen asks for your name, address, city, phone number, email address, and bank details. This enables Industrieel Klimmen to:
- financially and administratively handle the Agreement the Client enters into with Industrieel Klimmen;
 - contact the Client if necessary;
 - further optimize the service provided by Industrieel Klimmen;
 - offer you tailored information (direct marketing).
- b. Industrieel Klimmen does not provide your personal data to individuals/companies outside Industrieel Klimmen, unless:
- required by legal regulation;
 - necessary for executing an Agreement the Client has entered into with Industrieel Klimmen;
 - the Client has given prior (written) permission.
- c. Industrieel Klimmen processes personal data exclusively in accordance with the law. This means (among other things) that the data is only processed for the purpose for which it was obtained and in a proper/careful manner in accordance with the law and this article.
- personal data can only be accessed by (the staff of) Industrieel Klimmen, unless otherwise specified in this Regulation.
 - All personal data is protected by Industrieel Klimmen against unauthorized access. The protection consists of having a personal password for each employee to log into the digital system.
 - the employees of Industrieel Klimmen have a duty of confidentiality regarding all personal data provided to Industrieel Klimmen;
 - Industrieel Klimmen has taken technical measures to secure the system it uses against external breaches in accordance with the law;
 - personal data is not kept longer than necessary for proper administration. Industrieel Klimmen applies a period of two years after the last purchase/order/attended workshop or course, after which the data is destroyed. The law may prescribe a different retention period. If so, Industrieel Klimmen will adhere to the prescribed legal retention period.
- d. The data subject has the right to know whether and which personal data of the Client is processed and for what purpose.
- e. The data subject has the right to correct, supplement, or delete data if necessary.
- f. The data subject has the right to request (partial) deletion of his data. This can only be accommodated if the retention of the data is not of significant importance to another party and the data does not need to be retained by law.



Special Section II - Rental of Goods

Article 34. Rental Period

- a. The rental rate starts on the day agreed in the contract, but no later than the time the rented item has left Industrieel Klimmen.
- b. The rental rate ends on the day agreed in the contract, but no earlier than the day the rented item is returned to Industrieel Klimmen in full, clean, and undamaged condition, except for wear and tear due to normal use.
- c. Saturdays, Sundays, public holidays, and other days off are included in the rental period. Unless otherwise agreed, a part of a day counts as a full day.
- d. If the rented item cannot be made available to you on the agreed date or during the entire rental period, we will do everything possible to offer you a replacement item. If Industrieel Klimmen fails to do so, the rental contract is automatically dissolved. Our liability in that case is limited to paying an amount equal to the unused rental period.

Article 35. Rental Price and Costs

- a. We want you to get started with the rented item immediately. Therefore, they are delivered filled and refueled by us. Consumption will be determined upon return of the rented item and charged to you.
- b. Only if government costs and/or other factors that determine the cost price increase, are we entitled to increase the price.

Article 36. Delivery and Transportation

- a. Deliveries are always made by preparing the rented item for you at the agreed delivery location. If we do not agree otherwise, the delivery location is always at our premises at Vrijheidweg 35 in Wormerveer (NL). You are responsible for further transport and bear the risk of damage.
- b. If we agree that Industrieel Klimmen will also arrange the transport, we will do so at the Client's expense and risk. Such an agreement is considered an agreement for arranging transportation. In no case does Industrieel Klimmen act as a carrier, but as a forwarder. The risk of storage, loading, transport, and unloading also rests with the Client in that case.
- c. The costs for the Client's account and risk include:
 - transport, including unloading
 - insurance premium
 - consumables
 - daily maintenance
 - permits
 - repairs, renewals, and replacements that are not the result of normal use or wear and tear.
- d. The times agreed with us for delivering the rented item or for you to pick up the rented item are indicative and not strict deadlines.
- e. It is not allowed to transport the rented item to a location outside the EU under the name of Industrieel Klimmen. Problems with import duties, VAT, and customs formalities may arise. If you still transport the rented item to a place outside the EU, you must fully indemnify us and hold us harmless for all consequences.
- f. As soon as Industrieel Klimmen requests it, you must provide all information and documents regarding the whereabouts of the rented item.
- g. In some countries, it is mandatory to take out local insurance for the rented item. You are responsible for this; make sure you are well-informed. Industrieel Klimmen is not liable and the Client



will indemnify Industrieel Klimmen for fines and damages resulting from legally required insurance in a specific country.

Article 37. Inspection, Inspection, and Replacement

a. As soon as we have delivered the rented item, you must inspect it to see if the quality and quantity match what has been agreed. If you do not report a defect within two days of discovering it or within two days after you could reasonably have discovered it, we may assume that you have received everything in good order.

b. Some of the goods rented by Industrieel Klimmen must be inspected and tested periodically. This is important for everyone's safety. Therefore, you must always allow us to inspect or replace the rented item during the rental period. It is the Client's responsibility to check when inspections and/or replacements are due. Check the inspection labels regularly and inform us at least 10 (ten) working days in advance of the necessary inspection or replacement.

c. If it turns out that it is necessary or desirable for the rented item to be replaced, we may do so by temporarily or permanently replacing the rented item with an equivalent item during the rental period.

Article 38. Use, Maintenance, and Inspection

a. We take good care of our items and expect the Client to do the same. You are obliged to manage the rented item during the rental period at your own expense and risk as a good tenant and to keep it in a proper and operational condition. If you do not, you must reimburse us for the resulting costs. We expect you to:

- Use the rented item solely within the framework of all applicable legal provisions, requirements, obligations, and/or exemptions, but also within your normal business operations and for the purpose for which the rented item is suitable by nature.
- Use the rented item according to the communicated or provided operating, handling, and safety instructions.
- Only allow qualified and/or certified persons to use the rented item.
- Manage, store, and/or transport the rented item as identifiable property of or provided by Industrieel Klimmen. It is prohibited to remove the existing (property) marks.
- Take all reasonable measures to prevent damage or loss.
- Continuously inspect the rented item for proper functioning and perform daily maintenance. Daily maintenance includes:
 - Regular cleaning of the rented item;
 - Regular oil changes for engines;
 - Keeping coolant and lubricants at the required levels;
 - Timely replacement of parts such as filters, belts, rubbers, and rings;
 - Checking the condition of batteries;
 - Checking the functioning of any heating elements;
 - Preventing frost and water damage;
 - Adjusting parts as necessary.

b. In case of damage, defect, or loss of or caused by the rented item, you must notify us immediately in writing.

c. We prefer to do repairs ourselves, but sometimes it is not practical to wait for us. If you want to carry out repairs yourself, you may only do so with our permission. Repairs may only be carried out by qualified personnel. The parts needed for daily maintenance or repairs must be purchased from Industrieel Klimmen or a company designated by us.



d. Rental products are also subject to wear and tear. Normal wear and tear is not charged to you. However, repairs, renewals, and replacements that are not the result of normal use or wear and tear are at your expense.

Article 39. Liability for Rental of Movable Property

a. We assume that you will take good care of our items. If something unexpectedly breaks, is lost or stolen, becomes unusable or dirty, you must compensate us for the damage. Also, if damage arises from the use of the rented item and we are held liable for it, you must indemnify us and compensate us for the damage.

Article 40. Termination and Return

- a. If the agreement is for an indefinite period, it can be terminated by written notice, with a notice period of at least 1 (one) month.
- b. If Industrieel Klimmen believes that the rented item has not been returned completely, is damaged, unusable, or dirty, it is up to the Client to prove otherwise. In case of disagreement about the condition of the equipment upon delivery, the Client bears the burden of proof.
- c. If we have agreed that we would pick up the rented item from you at the end of the rental period, you must notify us three working days before the end of the rental period that we can pick up the rented item.
- d. If the rental period has expired, but the rented item has not yet been returned, Industrieel Klimmen is entitled to take back the equipment immediately. The costs for all the work we have to do to retrieve the rented item are at your expense.

Article 41. Ownership of Equipment

- a. What we rent cannot become the property of the Client, even if the rented item has become part of another item. The Client can only acquire ownership of a good through legal transfer; we call this a sale. Until then, ownership of the equipment rests exclusively with Industrieel Klimmen.
- b. Anything you permanently attach to or place on the rented item becomes the property of Industrieel Klimmen.
- c. You are not authorized to alienate, pledge, or otherwise encumber the equipment.
- d. You are also not authorized to sublet the rented item to third parties or allow them to use it (in part) without our express prior permission.
- e. If the rented item is seized, you must immediately make it clear to the seizing party that the rented item is the property of Industrieel Klimmen. You must also notify us immediately of an impending or executed seizure.



Special Section III - Execution of Work on Location

Article 42. Safety

- a. Your and our safety and time are very valuable assets. Therefore, you must ensure that the location is easily accessible, that the equipment and personnel can be mobilized properly and safely, and that the project and/or service can begin at the agreed time and be carried out without interruption or hindrance.
- b. You will ensure that the working conditions at the location (particularly regarding safety and health) are good and fully comply with the required standards and local regulations.
- c. The parties will act in accordance with all laws, regulations, decrees, and/or other requirements and instructions from governments and/or other authorities. It is your express responsibility to ensure that no unauthorized persons or goods are within the perimeter.

Article 43. Permits and Other Costs

- a. When we perform work at a location designated by the Client, the Client must ensure the acquisition of all permits, licenses, and other approvals necessary for the work.
- b. Our service is extensive, as we are quite willing to arrange the aforementioned permits, licenses, and approvals, but we do this at the expense and risk of the Client. We are not liable for the consequences of the absence of a valid permit, license, or approval, or for delays and suspensions arising from it.
- c. The employees deployed by Industrieel Klimmen sometimes need to use the toilet or take a break. We don't ask for much, but we would like to use a clean and neat toilet, and a decent space to wash our hands and eat a sandwich. If we agree that the Client will arrange accommodation for us, it must be at least a three-star comfort accommodation, and no more than one person per room.
- d. When the employees deployed by Industrieel Klimmen need to go to an offshore base, we agree that you will provide all transport modalities to get there free of charge, such as a helicopter or a boat.
- e. If it is necessary to remove obstacles completely or partially during the execution of the work, these obstacles will only be removed and/or replaced at the Client's expense and risk. The removal of flora and fauna, drilling, chiseling, and breaking work will also be carried out at the Client's expense and risk.

Article 44. Use of Equipment and Materials

- a. It sometimes happens that we use your equipment or materials during the execution of our work or service. For example, a forklift to move a rack or a cherry picker to set up a route. If equipment and/or materials belonging to or provided by the Client or a Participant are used in the execution of the assignment, the insurance must be in order. You are then obliged to ensure full liability insurance (WA) + comprehensive insurance (Casco). Remember that work risk is also insured! The insurance must also cover damage or injury to the person operating/using the equipment. The insurance must also cover activities for training purposes. Industrieel Klimmen and the personnel deployed by it are named as insured on the policy.
- b. Both you and your insurer must indemnify us and the deployed personnel for all damage and claims resulting from damage to, with, or by the equipment/material. No deductible applies. In all cases, the insurances mentioned in this article are primary compared to other insurances.
- c. If the Client does not want to provide equipment free of charge, we may enter into a rental agreement. If this is the case, the conditions under this article apply equally. The Client is then the 'lessor,' and Industrieel Klimmen is the 'lessee.'



Special Section IV - Training and/or Courses

Article 45. House Rules

- a. Participants are required to strictly adhere to all safety regulations applicable to the activity.
- b. Participants are required to comply with all applicable house rules. We ask you to ensure this.
- c. The Client is required to provide all participants with adequate, efficient, and appropriate clothing, personal protective equipment (PPE), skin protection, and footwear. The Client must also ensure that these items are used correctly and take measures in case of non-use or incorrect use.
- d. Participants are not allowed to participate in a training or course if they are under the influence of alcohol or drugs. This also applies to participants who have taken medication with side effects that make it unsafe to participate in a training or course. Think of your own safety! If you are significantly pregnant, have heart conditions, or are otherwise in a physical or mental state that makes it unsafe to participate in a training or course, you are not allowed to participate.
- e. Each participant is and remains at all times responsible for assessing whether they are in sufficient mental and physical condition to participate in the relevant (part of) the training or course. Industrieel Klimmen is not responsible or liable for this.

Article 46. Exclusion from Participation

- a. Industrieel Klimmen can exclude a participant from further participation in a course or training if the participant, despite prior warning, causes trouble, endangers the safety of themselves and/or others, behaves irresponsibly towards nature and the environment, or disrupts the good atmosphere.
- b. Industrieel Klimmen has the right to refuse participants if, in the sole judgment of Industrieel Klimmen, the physical or mental condition of the participant is deemed unsuitable for (further) participation in a course or training.
- c. If we exclude a participant from participation for any of the above reasons, the Client is not entitled to a refund of money. This also does not release the Client from their payment obligation to us.
- d. Any costs arising from the exclusion from participation will be borne by the Client.

Article 47. Cancellation

- a. The Client has the option to cancel participation in a training or course. Cancellation can be made up to two weeks prior to the training or course. However, in case of cancellation, the Client must pay a fee as follows:
 - The agreement can be canceled free of charge up to 5 working days before the execution of the initial service.
 - In case of cancellation less than 5 working days but more than 2 working days before the training or course, the Client forfeits a fee of 50% of the total amount to Industrieel Klimmen.
 - In case of cancellation from 2 working days before the execution of the initial service, the Client forfeits 100% of the total amount to Industrieel Klimmen.
- b. The cancellation rule mentioned in paragraph a of this article does not apply to customized activities. Cancellation of customized activities is not possible.
- c. Early departure of a participant during the execution of the agreement will not lead to full or partial crediting. It also does not release the Client from their payment obligation.

Article 48. Impossibility of the Agreement

- a. Situations may arise that require us to suspend or terminate the agreement with you in whole or in part. This is the case of:
 - too few participants;



- weather conditions, such as thunderstorms, strong winds/storms, fog;
- dangerous and unforeseen situations, such as defective equipment, defective location, epidemic, natural disaster, government interventions;
- force majeure situations and other serious circumstances.

b. We will inform you as soon as possible and provide reasons for the suspension or termination.

c. If we invoke our right to suspend or terminate, we will offer you an alternative via the usual communication channel. We will aim to adhere to the goal and scope of the original agreement as much as possible. If you really cannot accept our alternative proposal, the Client still has the right to reject this alternative; we can simply discuss it together.

Article 49. Facilities

a. If we provide a training or course at a location designated by the Client, we request that the following facilities be provided:

- clean sanitary facilities and a canteen or similar for having coffee and a sandwich;
- projection screen or a white wall and a projector;
- room suitable for the number of participants;
- coffee, tea, water;
- around lunchtime, something to eat so that everyone has enough energy to follow the training or course fit and sharp after the afternoon break.

After all, we provide peace of mind when working and rescuing at heights.



Withdrawal Form

Fill out and return this form only if you wish to withdraw from the Distance Agreement. Withdrawal is only possible within 14 days of purchasing the Service or Product and if you have not waived the right of withdrawal at the start of the Agreement.

To Industrieel Klimmen,

I hereby notify you that I wish to withdraw from the Agreement regarding the purchase of the Product or Service.

Description of the Product / Service:

Ordered on [date]:

Order number:

Name of Client:

Address of Client:

Phone number of Client:

Signature of Client:
(Only when submitting this form on paper)

You can send this form to:

Industrieel Klimmen BV
Vrijheidweg 35
1521 RP Wormerveer
The Netherlands

Chamber of Commerce number: 58111611
VAT number: NL852878916B01

Or via email to: info@industrieelklimmen.nl

