

## **GENERAL CONDITIONS OF SALE, DELIVERY, MAINTENANCE AND PAYMENT OF HOTEK SECURITY B.V. 2025**

### **Article 1: DEFINITIONS**

In these general terms and conditions, the terms below shall have the following meanings:

- 1a. Offer(s): all offers, quotations, rates, regulations as well as undertakings included and/or any amendments and additions to them.
- 1b. General Conditions: these general conditions of sale, delivery, maintenance and payment.
- 1c. Hotek: Hotek Security B.V. a private limited company based in Etten Leur, also trading under Hotek Hospitality Group, and its group companies, hereinafter referred to as "Hotek"
- 1d. Client: the legal entity, company (section) or institution that orders the supply of goods and/or services (agreement) or makes an offer.
- 1e. Agreement(s); the agreement to supply goods and/or provide services between Hotek and the Client.
- 1f. Products: the performance(s) carried out by Hotek for the Client, such as delivery of goods, assembly of goods supplied by Hotek. or not, contracting of work, maintenance, repair and services, such as advice and inspection.
- 1g. Website: hotek.co.uk or hotek.eu

### **Article 2: APPLICABILITY OF TERMS AND CONDITIONS**

- 2a. These General Terms and Conditions have been declared applicable to all offers, agreements and legal relationships between Hotek and the Client, unless expressly agreed otherwise in writing.
- 2b. Deviating or additional terms and conditions shall only be legally valid if and insofar as they have been expressly agreed in writing and shall apply exclusively to the relevant agreement(s) and/or offer(s).
- 2c. By providing the offer(s) and agreement(s), the client declares to be familiar with the contents of Hotek's terms and conditions.
- 2d. If any one or more separate provisions in these General Terms and Conditions between the Client and Hotek are found to be invalid, the validity of the remaining provisions in these Terms and Conditions shall not be affected. The parties shall negotiate about the content of the sole or more separate provision and replace it for a mutually agreed provision, the content of which approximates the original provision as much as possible.
- 2e. These General Terms and Conditions and the application thereof, as stipulated in article 2a, represent the full content of rights and obligations of the Client and Hotek and supersede all applicable written and/or oral agreements/statements or declarations.
- 2f. Applicability of the Client's general terms and conditions is hereby expressly excluded and they shall therefore not form part of the Agreement.
- 2g. These Terms and Conditions also apply to any purchase through Hotek's Website. They are available electronically on the Website.
- 2h. The following applies to the conclusion of an Agreement via the Website: The display of the Products on Hotek's Website does not constitute a legally binding offer. The Client makes an offer to Hotek to purchase the Product(s) by clicking on the "Submit" button (or other designated order confirmation buttons), whereby the Client also acknowledges the applicability of these Terms and Conditions. Hotek will send the Client an email confirming receipt of the Client's order.
- 2h. "In writing" also includes by e-mail.
- 2i. Hotek has the right to amend these Terms and Conditions. Any such amendments shall be notified by Hotek to the Client by any means but with acknowledgement of receipt. The Client shall then have ten (10) days, counting from receipt of the notice, to object to the said amendments. The amendments to these Terms and Conditions shall be deemed approved when the above period has expired without Hotek having received any opposition from the Client.

### **Article 3: OFFERS AND AGREEMENTS**

- 3a. All Hotek's offers and/or quotations, in whatever form they are made, are entirely without obligation and are valid for the duration indicated in the offer and/or quotation and, failing that, for a maximum of 10 working days after the offer and/or quotation has been sent. Obvious mistakes or errors in quotations shall not bind Hotek.
- 3b. The formation of an Agreement shall be according to a written acceptance/confirmation. If the nature and/or scope of the Agreement does not require written confirmation, the invoice shall serve as the order confirmation.
- 3c. Agreement(s) of the Client for the benefit of third parties are deemed to be signed for these third parties. The Client guarantees that the relevant third party is aware of and has approved the terms and conditions.
- 3d. All quotations, quotations and advice issued by Hotek are based on the data provided by the Client. In the case of data and drawings provided to Hotek by the Client, Hotek may assume their accuracy and base the offer on them
- 3e. The prices stated in the offer are based on delivery ex works (EXW), in accordance with Incoterms 2000.
- 3f. An Agreement is entered into under the suspensive condition of the Client's creditworthiness.
- 3g. The (trial) models, provided designs, images and software etc. offered by Hotek form of the offer(s) and remain the property of Hotek at all times. They may not be made available to third parties, in whole or in part, without Hotek's written consent.

### **Article 4: RIGHTS OF INTELLECTUAL PROPERTY**

- 4a. Unless otherwise agreed, Hotek retains the copyrights and all industrial and intellectual property rights to the offers made by him, provided (trial) models, provided designs, illustrations and software etc.
- 4b. The rights to the data mentioned in article 3a remain the property of Hotek whether or not the Client has been for their production. These data may not be copied, used or shown to third parties without Hotek's express permission. If this provision is violated, the Client shall owe Hotek a penalty of €25,000. This penalty shall not replace performance or compensation and may be

claimed in addition to compensation under the law.

4c. Upon termination of the Agreement or upon first request, the Client must return the information provided to it as referred to in article 3a within the time limit set by Hotek determined in the article described below.

4d. In case of violation of this provision in the form of overrun, damage and non-return, the Client shall owe Hotek a penalty of the gross price+ 8% administrative costs invoiced with a minimum of € 500. This penalty may be in addition to damages and/or performance under the law.

### **Article 5: PRICE**

- 5a. The prices stated are exclusive of sales tax (VAT) and packaging. The prices are in euros. Hotek is entitled to adjust the prices and/or tariffs of goods or services not yet delivered and/or not yet paid for to any changes in price-determining factors, such as factory prices, raw material prices, wages, exchange rates, foreign currency, transport costs, import duties or similar levies, if 3 months have passed after the conclusion of the Agreement.
- 5b. The listed prices will be indexed annually in accordance with the Consumer Price Index (CPI).
- 5c. Replacement of batteries is not included in the listed prices.

### **Article 6: DELIVERY TIME AND INSTALLATION**

- 6a. The delivery period will be by Hotek after agreement with the Client.
- 6b. The delivery period starts on the first working day after the conclusion of the Agreement. The standard delivery hours are the office hours from Monday to Friday, excluding public holidays.
- 6c. The delivery period stipulated in article 6a. is set under the condition that Hotek can carry out the performance of the Agreement under normal circumstances prevailing at that .
- 6d. If there is additional work, the delivery time will be extended by the time needed to supply (or have supplied) the materials and parts for that purpose and to carry out the additional work. If the additional work cannot be fitted into Hotek's schedule, the work will be completed as soon as the schedule permits.
- 6e. Hotek shall make all reasonable efforts to the delivery period. If it becomes clear to Hotek that the Products cannot be delivered within the delivery period for whatever reason, Hotek shall inform the Client of this as soon as possible. If delivery period is exceeded, the Client is not entitled to terminate the Agreement and/or to claim damages, unless a fatal delivery period has been expressly agreed between the parties in writing. The compensation referred to shall never exceed the damage which is a demonstrable and direct consequence of the delivery term being exceeded.
- 6f. Delivery times will be suspended by Hotek as long as the Client is in default with its payment obligations to Hotek, on whatever account
- 6g. If payment in instalments has been agreed, delivery shall not take place until after the instalment has been paid.
- 6h. During installation, Hotek fitters should have uninterrupted access to all necessary areas. Storage space for tools must also be available. The Hotek fitters can be recognised by the Hotek company clothing and are not allowed to take orders from third parties. All orders go through the Hotek project manager. During the installation period the Hotek fitters have a free parking space available for at least one car. Extra parking costs and waiting hours will be charged separately. Installation of door locks takes place in accordance with the applicable building regulations; any additional painting costs for doors and window frames will be charged the customer.

### **Article 7: DELIVERY, TRANSPORT AND PREMIUM COSTS**

- 7a. Delivery is effected as soon as the products and/or services have been delivered/delivered to the address specified by the Customer, or have been placed over the threshold of the specified address.
- 7b. From the time of delivery, the risk of loss and/or damage to goods shall be borne by the Client. The goods travel at the risk of the Client and only if Hotek receives any compensation for damage and/or loss of these goods, they will make this compensation available to the Client in the of a credit note.
- 7c. Unless otherwise agreed in writing, the products and/or service will be delivered by Hotek to the Client in accordance with EXW, Incoterms 2000.
- 7d. Transport and call-out charges shall be borne by the client unless otherwise agreed in writing. Projects will be charged with call-out charges at the current project rate. Stand-alone maintenance and/or service work will be charged with call-out costs at the current rate per kilometre for outward and return trips.

### **Article 8: PAYMENT**

- 8a. Payment shall be made in the manner specified on the invoice and shall take place at the latest within 14 working days of the invoice date, unless otherwise agreed in writing. New customers must pay the invoice in full before delivery.
- 8b. No set-off or netting is allowed.
- 8c. If an Agreement may be performed in parts, Hotek is entitled to charge the Client for the partial deliveries made.
- 8d. If a Customer has not an invoice within the agreed payment term, the Customer shall owe interest equal to the statutory interest rate at the time of default of payment after the expiry of this term.
- 8e. Hotek is entitled, if the invoice is not paid by the Client within the payment term as described in article 8a., to partly or fully terminate the Agreement without judicial intervention, to take back the delivered goods and/or services and/or to claim damages.
- 8f. The collection costs incurred by Hotek, both judicial and extrajudicial, shall be borne by the Client. The extrajudicial collection costs shall be deemed to be at least 15% of the invoice amount with a minimum of € 250, or so much more as Hotek shall be able to demonstrate that it has incurred extrajudicial costs.
- 8g. No service work will be carried out in case of late and non-payment. This also applies to breakdowns.

### **Article 9: RIGHT OF OWNERSHIP AND CANDIDENCE**

- 9a. Hotek retains title to the goods and installations supplied by Hotek until full payment of all claims (including interest and costs) relating to the Client has

been obtained.

9b. Upon expiry of the invoice term, Hotek retains the right to take back the services rendered and/or deliveries of goods and, in doing so, to enter areas and places leading to and where the goods are located and services have been performed.

9c. Customer is never authorised to encumber and/or loan and/or hand over goods delivered under retention of title in any way until payment has been made in full.

9d. Customer is never authorised to process and sell the goods received under the Agreement in the ordinary course of business. The must inform the other party in writing of the full contents of this article in good time beforehand.

#### **Article 10: FORCE MAJEURE**

10a. In case of force majeure, the obligations of the parties are mutually suspended, without Hotek being liable to pay any compensation, without prejudice to Hotek's right to payment by the Client for services already rendered before the force majeure situation occurred.

10b. Hotek will notify the Client, in case of a force majeure situation, of suspension as soon as possible.

10c. Force majeure means: any circumstance unforeseeable at the time of entering into the contract, but not limited to government embargoes, blockades, seizures or freezing of assets, delays or refusals to issue an import or export licence or the suspension or revocation thereof, or any other act of any other government; strikes, invasions, fires, floods, severe weather conditions, natural disasters, national emergencies, lockdowns or other acts of God pandemic and related government measures; quarantines; work strikes or lock-outs; riots; insurrections; civil disobedience or acts of criminals or terrorists; war; riot, vandalism, sabotage, material shortages or delays in deliveries to Hotek by third parties as a result of which performance of any obligation cannot reasonably be required of Hotek. Due to a force majeure situation of a permanent nature or longer than 60 working days, in which fulfilment cannot reasonably be required, then either party shall be entitled to terminate the Agreement by mere written declaration for the future.

#### **Article 11: WARRANTY & RECLAMES**

11. With regard to liability for a period of 12 months from the date of (delivery), to the exclusion of any other provision on any title, Hotek provides as follows;

a. Liability in respect of defects shall be limited to the repair of goods, services rendered or crediting of what was for the delivery, on the understanding that the Principal must prove that the goods delivered and/or service rendered were defective within the guarantee period, which is described in the quotation, and furthermore that the defects are exclusively or predominantly the result of construction faults or use of bad material.

b. If there is an agreed performance under a contract for work, Hotek guarantees the soundness of the goods, construction and materials used, provided that Hotek was free to choose those. If it appears that the delivered goods, construction or materials used are not sound, Hotek shall repair or replace them. The items, delivery and assembly for repair or replacement shall be agreed in writing by Hotek with the Client and shall be at Hotek's expense.

c. If the agreed performance consists in the delivery of goods, Hotek guarantees the soundness of the delivered goods. If it appears that the delivery of the goods was not sound, the goods must be returned to Hotek carriage paid. Hotek will then repair, replace the item or credit the Client for a proportionate part of the invoice.

d. If an agreed performance consists of the processing of goods and materials supplied by the Client, Hotek guarantees the soundness of the processing carried out. If defective processing is established, the parties shall agree to carry out the processing again, whereby the Client shall supply new material at its own expense, or Hotek shall repair the defect, whereby the Client shall return the material to Hotek carriage paid, or Hotek shall credit the Client for a proportionate part of the invoice.

e. If liability as described in article 11a. exists, the Client must inform Hotek in writing by registered letter within 14 working days after delivery of the Products or discovery of the defects.

f. The Client may only invoke Article 11 if it has all its obligations to Hotek.

g. If the Client invokes warranty provisions, the Client must give Hotek the opportunity to investigate the accuracy of the alleged defects.

h. Claiming or crediting as provided in Article 11 shall not release the Contractor from his payment obligations under Article 8 to Hotek.

i. The Client shall indemnify Hotek against any form of warranty for defects in delivery of goods and/or services and/or materials used if there is and/or normal wear and tear, improper use, non- or incorrectly performed maintenance and/or installation, assembly, modification or repair by the Client or third parties.

j. No warranty is given for delivered items that were not new at the time of delivery.

k. Any liability on the goods supplied by Hotek, to the extent by law, are excluded.

l. Based on a complaint about a certain good or service, the Client is not entitled to refuse or postpone payment for other deliveries or services to which the complaint does not relate. Hotek can never be held liable for compensation of any loss of profits resulting from complaints.

#### **Article 12: LIABILITY**

12a. Hotek is for damages suffered by the Client which are a direct and exclusive consequence of a shortcoming attributable to Hotek.

12b. Subject to the provisions of Article 11, the liability is limited to the damage which is a demonstrable and direct consequence of the breach of contract, and the only damage for compensation is the damage for which Hotek is insured, or for which, in view of common practice in the industry, Hotek ought to have been insured. If in any case Hotek cannot invoke the above-mentioned limitation, the liability limitation with respect to the delivery of Products shall be up to the invoice value of the Products concerned. If not insured, Hotek's liability for direct damage suffered by the Client in respect of services provided is limited to those cases in which Hotek has imputably failed in the fulfilment

of its obligations and is limited to the invoice value.

12c. Claims for damage must be reported to Hotek in writing by registered mail within 8 days of the occurrence of the damage. After the expiry of the period specified above, the right to liability lapses.

12d. Not eligible for compensation are the consequential losses suffered by Principal, loss of turnover and profit, business stagnation and trading loss, the damage caused by auxiliary goods, the consequential losses due to intent and/or gross negligence of non-managing subordinates or auxiliary persons.

12e. The Client shall indemnify Hotek against all third party claims for product liability resulting from a defect in a good supplied by the Client to a third party which consisted (partly) of goods and/or materials supplied by Hotek.

#### **Article 13: SERVICE AND MAINTENANCE**

13a. If Hotek performs service or maintenance work, the provisions of this article apply to it.

13b. The nature, scope and frequency of service and maintenance services will be laid down in the Agreement or quotation. Without an explicit written agreement, Hotek is not obliged to perform maintenance or fault resolution. If no specific response times have been agreed, Hotek will make every effort to remedy malfunctions within a reasonable time, without an obligation to achieve a result.

13c. Work relating to (i) damage caused by improper use or handling, vandalism or external factors (e.g. water damage or power cuts), (ii) replacement of obsolete or phased-out parts or components not supplied by Hotek (iii) work on networks or third-party software, (iv) software updates and/or other circumstances not mentioned in the Agreement and not caused by Hotek are not covered by the Agreement and will be charged separately.

13d. The Client is responsible for safe and timely access to the installation site and systems.

13e<sup>(1)</sup> If service or maintenance cannot take place due to circumstances on the part of the Client, Hotek is entitled to charge the costs incurred (such as call-out costs or waiting time).

13f. Costs of inspections and repair costs (reassembly costs) may be applicable upon cancellation or expiry of a maintenance agreement.

#### **Article 14: CANCELLATION AND TERMINATION**

14a. Full or partial cancellation of an Agreement by the Client will only be accepted if the Client pays compensation for all costs realised by Hotek, including a 15 per cent surcharge for all administrative and technical costs and loss of profit. The Agreement involving the supply of a Product based on specific requirements of the Client (customisation) cannot be cancelled.

14b. Hotek may cancel all or part of an order before delivery without liability if the order contains Products that, in Hotek's judgment, may not comply with export, safety, local certification or other applicable legal requirements.

14c. If the Client fails to fulfil one or more of its obligations under the Agreement or fails to do so properly or on time, Hotek shall be entitled to terminate and/or suspend the Agreement without notice of default and without judicial intervention without being to pay any compensation to Hotek, without prejudice to Hotek's right to claim compensation. In the event of termination, the claim for the relevant delivery shall be immediately due and payable.

14d. If there is good reason to fear that the Client is not or will not be able or willing to fulfil its contractual obligations towards Hotek, as well as in the event of bankruptcy, suspension of payments, closing down, liquidation or full or partial transfer of the Client's business, Hotek is entitled to require appropriate security in respect of all the Client's contractual obligations (whether or not due) and to suspend the performance of the Agreement pending such security. If security is not provided within a reasonable period set by Hotek, Hotek shall be entitled to dissolve the Agreement in whole or in part. Hotek has these powers in addition to its other rights under the law, the Agreement and these General Terms and Conditions.

#### **Article 15: RETURNS AND CONSIGNATION SHIPMENTS**

15a. Return shipments will only be accepted after prior consultation and by stating a return number / RMA form specified by Hotek. When returning the goods supplied by Hotek, the value of the goods to be taken back shall be determined by Hotek.

15b. Shipments with an invoice value below € 90.00 will not be taken back, otherwise agreed in writing by the parties.

15c. Repair shipments should always be sent to Hotek with postage paid. Unstamped return shipments will not be accepted by

15d. Consignment (demo) products must be returned to Hotek carriage paid within 60 days.

#### **Article 16: DISPUTES AND APPLICABLE LAW**

16a. All disputes, including those disputes which are only considered as such by one of the parties and to which these General Terms and Conditions in whole or in part, or as a result of further agreements arising from them, arising between the Client and Hotek, shall be settled by the competent court in West Brabant location Breda.

16b. All agreements and legal acts concluded by Hotek shall be governed by Dutch law, irrespective of the nationality of the Client. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

16c. If these general terms and conditions of sale, delivery and payment are translated, in the event of a difference in interpretation between the Dutch language version and the translated language version, the Dutch language version shall prevail.