

1. Definitions

In these general terms and conditions of delivery (hereinafter: 'General Terms and Conditions'), the following terms written with an initial capital letter have the following meaning:

- 1.1. **1-Line:** 1-Line Safety & Security Intermediairs B.V., the user of these General Terms and Conditions, registered in the trade register of the Chamber of Commerce under number 37148765.
- 1.2. **Client:** the other party of 1-Line, being the natural person, legal entity or partnership with whom 1-Line has concluded an Agreement or to whom a quotation, advice and/or offer, whether or not in concept, has been made. Although this may involve several types of counterparties, the following will refer to the Client.
- 1.3. **Consumer:** a Client, natural person, not acting in the exercise of a profession or business.
- 1.4. **Chain Partner:** means any company engaged by 1-Line for the execution of an Agreement in the field of installation work, security or hospitality;
- 1.5. **Parties:** 1-Line and Client jointly.
- 1.6. **Agreement:** every agreement concluded between 1-Line and the Client, under which 1-Line has committed itself to the Client, at a further agreed price, to provide Services and/or to have Security Services and/or Hospitality Services provided, whether or not in combination with the delivery and/or installation of Products
- 1.7. **Services:** all Services to be provided by or on behalf of 1-Line in the context of the Agreement.
- 1.8. **Products:** all items to be delivered by 1-Line to the Client in the context of the Agreement and/or to be installed for the Client.
- 1.9. **In writing:** communication in writing, communication by e-mail or any other method of communication that can be equated with this in view of the state of the art and prevailing social views

2. Applicability

- 2.1. These General Terms and Conditions apply to all Agreements between 1-Line and the Client, as well as to all quotations and offers issued or made by 1-Line.
- 2.2. Additions to or changes to the General Terms and Conditions can only be binding for Ketenpartner if they have been expressly agreed in Writing.
- 2.3. Any purchasing conditions or different conditions submitted by the Client are expressly rejected. If a provision of these General Terms and Conditions or the Agreement as such proves to be null and void or is annulled, the other provisions will remain fully in force. The void or voided provision will be replaced by a valid provision to be reasonably drawn up by the Parties, which has the same intended legal consequences as much as possible.
- 2.4. The provisions of these General Terms and Conditions can only be deviated from explicitly and in Writing. If and to the extent that the provisions of these General Terms and Conditions deviate from what the Parties have agreed expressly and in Writing, such as through a quotation, (collaboration) agreement or Written contract, what the Parties have expressly agreed in Writing will prevail.

3. Content and implementation of the Agreement in general

- 3.1. All quotations, advice and/or offers issued by 1-Line - whether or not in draft - as well as the terms and rates stated therein by 1-Line, are without obligation, unless 1-Line explicitly agrees otherwise in writing with the Client.
- 3.2. When executing the Agreement, 1-Line will make every effort to achieve a specific result for the Client, but no guarantee can be given for this.
- 3.3. 1-Line has the authority to refuse an assignment from the Client without stating the underlying reasons.
- 3.4. In the event of digital or electronic requests and/or applications from the Client to 1-Line, the Client is obliged to verify that the relevant requests have reached 1-Line, if the Client does not receive an acknowledgment of receipt within 48 hours after sending that message. received from 1-Line.
- 3.5. Electronic and/or digital information provided by 1-Line, whether on the internet or otherwise, is non-binding in nature and cannot be regarded as advice provided, unless explicitly stated otherwise.
- 3.6. The Agreement is concluded after Written confirmation by 1-Line of the acceptance of 1-Line's offer by the Client.

4. Involvement of third parties/chain partners

- 4.1. 1-Line is authorized to engage third parties in the performance of the Services if and insofar as 1-Line deems this necessary given the nature of the services to be delivered. 1-Line will inform the Client of this in advance as much as is reasonable and ask for permission.
- 4.2. The costs associated with engaging third parties will be charged to the Client by 1-Line, unless otherwise agreed.
- 4.3. If 1-Line acts as an intermediary on behalf of the Client regarding to enclosure of an agreement between the Client and a Chain Partner, which agreement is managed by 1-Line, 1-Line will at all times remain the contract manager of that agreement on behalf of the Client.
- 4.4. As contract manager between the Client and the Chain Partner, unless otherwise agreed with the Client, 1-Line is authorized in favor of and on behalf of the Client to make temporary or indefinite changes and to change instructions and protocols, each time after Written permission from the Client.
- 4.5. Unless otherwise agreed with the Client, a Chain Partner will never contact the Client directly.
- 4.6. If 1-Line acts as an intermediary on behalf of the Client with regard to an agreement between the Client and a Chain Partner, and the Client also transfers the payment obligations to the Chain Partner to 1-Line, 1-Line will fulfill this payment obligation to the Chain Partner within 14 days after the Client has fulfilled the related payment obligation to 1-Line.

5. Provision of information and goods by the Client

- 5.1. The Client is obliged, whether or not at the request of 1-Line, to provide 1-Line with all relevant information, means of access such as keys and/or other items that 1-Line needs for the careful execution of the Agreement.
- 5.2. The responsibility for the accuracy and completeness of the information provided by the Client to 1-Line rests with the Client.

- 5.3. If the necessary information is not provided by the Client, even after a repeated request, 1-Line is authorized to suspend or terminate the Agreement, in accordance with the provisions of Article 9.

6. Liability and Indemnity

- 6.1. If 1-Line is liable towards the Client, this liability is limited to what is regulated in this article 6.
- 6.2. The limitations of 1-Line's liability included in these General Terms and Conditions do not apply if the damage is due to intent or deliberate recklessness on the part of 1-Line or its subordinates.
- 6.3. The Client will bear the damage caused by inaccuracies in the constructions and working methods required by the Client, defects in the Client's (im)movable property on which Work is carried out, defects in or unsuitability of any materials or tools used by the Client for the execution of Agreement, any other shortcoming in the fulfillment of the Client's obligations arising from the law or the Agreement, as well as all other circumstances that cannot be attributed to 1-Line.
- 6.4. 1-Line is not liable for damage arising as a result of advice and instructions provided by it, even if these advice or instructions unintentionally prove to be incorrect. Following advice and instructions from 1-Line, by or on behalf of the Client, is at the Client's own risk.
- 6.5. 1-Line is not liable for damage for which the manufacturer or importer of the Products should bear under the statutory regulations on product liability.
- 6.6. The execution of the Agreement by 1-Line takes place solely for the benefit of the Client. No rights can be derived from the Agreement by third parties.
- 6.7. 1-Line is not liable for: damage suffered by the Client and/or third parties as a result of incorrect, incomplete or untimely information provided by the Client, or as a result of electronic and/or digital messages that have not reached 1-Line ; damage resulting from errors in computer software and/or other computer programs used by 1-Line which cannot be recovered from the relevant supplier; damage resulting from the Client failing to pay premiums charged by 1-Line for services, products/or other agreements concluded by him after mediation by 1-Line; damage resulting from errors or shortcomings of third parties (including Chain Partners) who may or may not be involved in the execution of the Agreement by 1-Line, except to the extent that the law prohibits this; indirect damage, including lost profit, loss suffered and damage as a result of business stagnation.
- 6.8. To the extent that 1-Line is liable to the Client in accordance with the Agreement and these General Terms and Conditions, if there is damage to property, 1-Line must first be given the opportunity by the Client to repair this damage, in absence which 1-Line has no liability whatsoever in this regard.
- 6.9. 1-Line's liability is limited to a maximum of twice the amount invoice value of the Agreement, at least up to that part of the Agreement to which 1-Line's liability relates, with an absolute maximum of € 2,500,000 (in words: two million five hundred thousand euros) and on the understanding that 1-Line's liability will never exceed the amount that is actually paid out in the relevant case under the liability insurance taken out by 1-Line, plus any deductible of 1-Line that applies under that insurance. If the Agreement has a longer lead time than six months, liability is further limited to the invoice value for the last three months of the Agreement.

- 6.10. Notwithstanding the previous paragraph, 1-Line's liability applies to damage resulting from the fact that keys entrusted to 1-Line in the context of the execution of the Agreement have been lost by 1-Line. is limited to a maximum amount of € 2,500.00 (in words: two thousand five hundred euros) per event, with a maximum of € 10,000.00 (in words: ten thousand euros) per client per year.
- 6.11. A condition for the existence of any right to compensation is that the Client must report the damage to 1-Line in writing within seven days immediately after it occurred.
- 6.12. The Client indemnifies 1-Line against any claims from third parties who suffer damage in connection with the execution of the Agreement and the cause of which is attributable to parties other than 1-Line.

7. Force Majeur

- 7.1. In cases of force majeure, 1-Line is not obliged to fulfill any obligation under the Agreement.
- 7.2. Force majeure includes those situations in which there are essential changes that arise through no fault of 1-Line in the circumstances existing when the obligations towards the Client were entered into. Force majeure occurs, among other things, but not exclusively, in the event of fire, strike, riot and war, excessive weather conditions, as well as in the event of an attributable shortcoming by or on the part of third parties engaged, such as Chain Partners.

8. Duration of Agreement

- 8.1. Agreements entered into for a fixed period end by operation of law upon expiry of the agreed duration, after which the Parties may expressly agree that the Agreement will be extended.
- 8.2. Agreements entered into for an indefinite period end by written notice of termination with due observance of a notice period of three months, unless a different notice period has been expressly agreed in Writing. Notwithstanding the above, a notice period of no more than one month applies if the Client is a Consumer.
- 8.3. If 1-Line acts as an intermediary on behalf of the Client with regard to the conclusion of an agreement between the Client and a Chain Partner, which agreement is managed by 1-Line, 1-Line is entitled to terminate the agreement, subject to the contract conditions stated therein on behalf of the Client.

9. Suspension and dissolution

- 9.1. 1-Line is, if the circumstances of the case reasonably justify this, entitled to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part with immediate effect, if and insofar as the Client does not fulfill its obligations under the Agreement or does not do so in a timely manner or does not fully comply, or circumstances that come to 1-Line's attention after concluding the Agreement give good reason to fear that the Client will not fulfill its obligations. If the fulfillment of the Client's obligations fails or threatens to fail is not permanently, the authority to dissolve will only arise after the Client has been given written notice of default by 1-Line, in which notice of default is a reasonable period states within which the Client must (still) fulfill its obligations and compliance has still not occurred after the expiry of the latter period.
- 9.2. If the Client is in a state of bankruptcy, has applied for (provisional) suspension of payments, the Natural Persons Debt Restructuring Act has been declared applicable to

him, any seizure has been made of his goods or in cases where the Client cannot otherwise freely dispose of his assets, 1-Line is entitled to terminate the Agreement with immediate effect.

- 9.3. The Client is never entitled to any form of compensation related to the right of suspension or termination executed by 1-Line on the basis of this Article 9.
- 9.4. The Client is obliged to compensate the damage suffered by 1-Line as a result of the suspension or termination of the Agreement.
- 9.5. If 1-Line terminates the Agreement based on this Article 9, all claims of 1-Line against the Client are immediately due and payable.

10. Prices and payments

- 10.1. 1-Line's offer or the Agreement contains the most accurate possible statement of the price factors and any additional costs. The rates charged by 1-Line are exclusive of VAT and any other government levies, on the understanding that rates communicated in relation to Consumers are (also) inclusive of VAT.
- 10.2. The Client is obliged to pay the agreed rate for agreed Services and/or Products in full and on time. The rate for continuing performance contracts is invoiced periodically by 1-Line, with the first period being invoiced in advance. The Client is not entitled to a discount or settlement, unless expressly agreed otherwise in Writing.

Interim price changes

- 10.3. If changes increase the cost price during the term of the Agreement occur as a result of, among other things, changes in wages and other employment conditions, allowances on wages, premium increases for social laws, increases in expense reimbursements, as well as increases in direct and indirect (external) costs, 1-Line is entitled to increase the price agreed with the Client in the interim increase, reasonably and in accordance with the rules set and to be set by the government in this regard. This authority only arises after three months have passed since the time at which 1-Line and the Client concluded the Agreement.
- 10.4. Unless otherwise expressly agreed in writing in advance, the Client is obliged to pay the invoice within thirty days after the invoice date, in a manner to be specified by 1-Line. If no payment has been made within the stated period, the Client is legally in default. The Client will then owe statutory interest on the invoice amount without further notice or notice of default, starting from thirty days after the invoice date. The Client is furthermore liable for all reasonable costs incurred by 1-Line to obtain payment out of court, including the costs of a collection agency, lawyer and/or bailiff.

Partial challenge and suspension

- 10.5. If the Client partially disputes the accuracy of one or more invoices, this does not release the Client from its obligation to pay the undisputed part of that invoice or invoices within the payment term. An improper dispute can never be a reason for a complete or partial refusal by the Client to pay 1-Line's invoices.
- 10.6. If 1-Line's invoices are repeatedly paid late, 1-Line has the right, in deviation from the agreed payment term, to request an advance payment of a maximum of three times the last installment invoice sent.

11. Secrecy and privacy

- 11.1. The parties obligate to each other to keep all information confidential, which is or will become known to them under the Agreement and of which it is known or could reasonably be known that this information is confidential.
- 11.2. All personal data provided to 1-Line by or on behalf of the Client or made available (automatically) in the context of the Services will not be used by 1-Line for or provided to third parties or used for purposes other than is necessary for the execution of the Agreement. 1-Line complies with applicable privacy legislation.
- 11.3. The obligations stated under 11.1 and 11.2 do not apply in the case that, on the basis of law and/or public order, the relevant data is provided to a designated authority must be provided.

12. Governing Law and Dispute Resolution

- 12.1. Dutch law applies to every proposal, quotation and/or offer made by 1-Line to the Client, as well as to every Agreement concluded between 1-Line and the Client and any related disputes. This therefore also applies to the interpretation and implementation of these General Terms and Conditions.

13. Final provisions

- 13.1. Provisions from these General Terms and Conditions that by their nature or scope are intended to continue to apply after the termination of the Agreement, will also remain in force after the termination of the Agreement.
- 13.2. Deviations from and/or additions to these General Terms and Conditions are only legally valid if and insofar as they have been agreed in Writing between the Parties.
- 13.3. Destruction or nullity of one or more of the provisions of these General Terms and Conditions or the Agreement as such do not affect the validity of the other provisions. In such a case, the Parties are obliged to enter into mutual consultation in order to make a replacement arrangement with regard to the affected clause. The purpose and scope of the original provision will be taken into account as much as possible.