



General terms of sale and delivery

These General Terms and Conditions have been filed with the District Court of Amsterdam and apply from 1 January 2024.

These General Terms and Conditions consist of:

- section A: General
- section B: Products
- section C: Services
- section D: Contracting of Work

The provisions of the general section A apply to any quotation or offer from, request to and Agreement with TU. In addition, the provisions of section B apply if it concerns the sale and delivery of a Product, the provisions of section C if it concerns an order for the provision of a Service and the provisions of section D if it concerns the contracting of Work. In the event of a conflict between the provisions of section A and the provisions of section B, C or D, the provisions of section B, C or D take precedence.

Section A: General

1 Definitions

In these General Terms and Conditions, the terms below are defined as follows:

General Terms and Conditions: these general terms of sale and delivery;

Service: the service to be provided by or on behalf of TU pursuant to an Agreement, being an economic activity, other than salaried employment, which is usually provided for remuneration;

Customer: the natural person or legal entity to whom TU addresses a quotation or offer, who submits a request to TU and/or with whom an Agreement is concluded;

Agreement: the agreement concluded between Customer and TU regarding the supply of a Product, Service and/or Work by TU;

Parties: Customer and TU jointly;

Product: the product to be supplied by or on behalf of TU pursuant to an Agreement;

Courtesy Service: work that is not part of TU's normal activities and which is performed by TU as a service, whether or not at the express request of Customer, without charging any costs to Customer;

TU: Technische Unie B.V., having its registered office in Amstelveen, Chamber of Commerce number 33235014, and/or its affiliated natural persons or legal entities who enter into obligations towards Customer; and

Work: the work of a material nature to be created and delivered by or on behalf of TU pursuant to an Agreement.

2 Applicability

- 2.1 These General Terms and Conditions apply to all TU's current and future quotations and offers, Customer requests and Agreements, even if they are not expressly declared applicable thereby.
- 2.2 Agreements that supplement or deviate from these General Terms and Conditions are one-off and only binding on TU if they have been expressly agreed in writing.
- 2.3 These General Terms and Conditions, including TU's exclusions and limitations of liability contained herein, also serve to benefit TU's employees, auxiliaries and agents.
- 2.4 TU expressly rejects the applicability of any general terms and conditions to which Customer has referred or will refer.
- 2.5 Any voidability or nullity of a provision in an Agreement and/or in these General Terms and Conditions does not affect the validity of the remaining part of the Agreement and/or these General Terms and Conditions. Instead of the voided or nullified part, Parties will then be deemed to have agreed to that which comes closest, in a legally valid manner, to what they would have agreed had they known of the nullity or voidability.
- 2.6 If other general terms and conditions apply in addition to these General Terms and Conditions, the provisions of these General Terms and Conditions will prevail in case of conflict.

2.7 TU is entitled to amend these General Terms and Conditions. TU will publish the amended terms and conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html> and notify Customer accordingly. The amended terms and conditions enter into force at the announced time or, failing that, at the time the amendment is communicated to Customer and apply to all new quotations or offers from, requests to and Agreements with TU from that time.

3 Conclusion and performance of the Agreement

3.1 Information provided by TU in the form of dimensions, weights, technical data, drawings, illustrations, samples and other information material is for indicative purposes only. Customer cannot derive any rights from this.

3.2 All quotations, offers, quotes and other communications from TU are always without obligation, even if they include a deadline for acceptance.

3.3 TU may rely on the information and materials provided by Customer being correct, complete and appropriate. TU is not obliged to warn Customer of any (possible) inaccuracies or incompleteness in its request or defects in and/or unsuitability of the information and materials Customer has provided or prescribed for the formation and/or performance of an Agreement.

3.4 An Agreement only comes into effect after written confirmation by TU, both in the event of acceptance by Customer of a quotation or offer made by TU and in the event of acceptance by TU of a request made by Customer, or at the time that TU has commenced performance. Verbal promises made by TU's employees do not bind TU.

3.5 Additional arrangements or amendments agreed after the Agreement has been concluded are not binding on TU until TU has confirmed them in writing, or TU has commenced performance.

3.6 TU is entitled to have (parts of) the Agreement performed by third parties.

4 Price

4.1 The price quoted by TU is per unit, in euros and does not include packaging costs, transport costs, insurance, sales tax and other governmental surcharges, unless otherwise stated.

4.2 Unless otherwise stipulated on conclusion of the Agreement, the price quoted by TU is without obligation and may be adjusted by TU.

4.3 If after the conclusion of the Agreement an increase, foreseen or not, occurs in turnover tax, another governmental surcharge and/or costs of packaging, transport and/or insurance, TU may pass these on to Customer.

4.4 Discounts granted by TU are one-off and do not bind TU for future agreements.

4.5 All TU's quotations and offers are based on performance of the Agreement under normal conditions and during normal working hours. If this proves impossible, TU is entitled to charge a surcharge or to terminate the Agreement without becoming liable for damages.

5 Delivery

5.1 A delivery time indicated by TU or agreed with Customer is always approximate and never a firm deadline. In the event of late delivery, Customer has to give TU written notice of default stating a reasonable period for performance.

5.2 A delivery period does not commence until the Agreement has been concluded and all information, materials and facilities necessary for the performance of the Agreement have been made available to TU. An agreed delivery period or delivery date will be extended/postponed by the period between the formation of the Agreement and the time when such information, materials and facilities are made available to TU. If it has been agreed that Customer will make a down payment, the delivery period will not commence until this down payment has been received by TU.

5.3 TU is entitled to deliver in parts.

5.4 If on-call delivery has been agreed, Customer will be obliged to take delivery according to the agreed call and/or delivery schedule.

5.5 Customer is obliged to take delivery of the Products, Services and/or Works at the time TU delivers them. If Customer refuses delivery, or is negligent in providing the information or instructions required for delivery, or delivery is otherwise delayed or impossible due to factors that are for the account and risk of Customer, Customer will be in default, without notice of default being required, and must reimburse TU for any resulting damage, including, for example, transport and storage costs.

5.6 Wherever the term 'delivery' appears in these General Terms and Conditions, it may also be read as 'supply' or 'acceptance'.

6 Work on site

6.1 In the event that TU performs a Service and/or Work at a location designated by Customer, Customer will be responsible for the conditions under which the employee deployed by TU (employee or force hired by TU) will perform the agreed work. Among other things, Customer will ensure that all relevant (legal) regulations are complied with at this location and that the employee receives relevant (safety) instructions.

6.2 Customer will ensure that all facilities required for the agreed work are present and easily accessible at the location, are in sound condition and always comply with all applicable safety requirements. Customer will carry out an inspection to this end on a regular basis.

6.3 Customer will ensure, for Customer's account and risk, that sufficient facilities are available on site

(such as electricity, gas, water, waste collection and disposal, sanitary facilities and (lockable) storage space).

- 6.4 Customer is liable for loss of and/or damage to and/or contamination of items (such as materials, tools and machines) stored by TU for the purpose of its work at the location designated by Customer.
- 6.5 Customer is liable for all damage, including as a result of bodily injury, of employees deployed by TU caused by or arising during the work at the location and indemnifies TU against claims of employees for compensation thereof.
- 6.6 Furthermore, Customer indemnifies TU and third parties engaged by TU against third-party claims for damage resulting from the work performed by TU.
- 6.7 Customer will take out adequate insurance for liability for damage resulting from work on site.

7 Rights and obligations

- 7.1 Customer's rights and obligations vis-à-vis TU are not transferable and/or pledgeable. This provision has property law effect.
- 7.2 Customer may not invoke a right of retention against TU.
- 7.3 TU is entitled to transfer the Agreement and/or any rights or obligations arising therefrom to a group company (as referred to in Section 2:24b of the Dutch Civil Code). To the extent required, Customer will be deemed to have cooperated with this.

8 Force majeure

- 8.1 In addition to the provisions of the law and case law, force majeure is deemed to exist if a foreseen or unforeseen circumstance arises that is not the fault of TU and as a result of which TU is unable to fulfil its obligations vis-à-vis Customer (on time), such as disruptions in the supply of energy, delays in the delivery by or any (other) (attributable) failure of TU's suppliers or subcontractors, a lack of raw materials or other supplies required for the performance of the Agreement, government measures (such as import or export restrictions), economic sanctions, computer, software and power failures (including caused by a hack whether or not involving the use of ransomware) lack of personnel (whether or not due to excessive sick leave), loss, damage and/or delay during or due to transport, special weather conditions, storm and/or other natural disasters, fire, sabotage, strike, molestation, pandemic, war, riot, threat of terrorism and other serious disruptions to the business operations of TU or its suppliers or auxiliary persons.
- 8.2 If TU cannot perform as a result of force majeure as referred to above, it will have the right, without becoming liable for damages, to suspend its obligations under the Agreement for the duration of the force majeure and/or terminate the Agreement.
- 8.3 Customer is obliged to pay for the part of the Agreement already performed by TU before TU

became aware of the circumstance causing force majeure.

- 8.4 TU is entitled to invoke force majeure if the circumstance causing force majeure occurred after TU should have delivered its performance.

9 Insurance

Customer will take out adequate insurance for statutory and professional liability and, if it is held liable by TU, will assign all claims in respect of payment(s) of insurance proceeds to TU at TU's first request.

10 Invoices and payment

- 10.1 Customer must pay to the bank account indicated by TU in euro and within the deadline indicated on the invoice. If no payment term is specified, payment must be made within thirty (30) days from the invoice date.
- 10.2 Complaints about invoices must be made in writing and within fourteen (14) days of the invoice date, failing which the obligation to pay the invoice amount is established.
- 10.3 TU may invoice on an advance basis and/or in instalments or require security.
- 10.4 Customer may not suspend or offset its payment obligation.
- 10.5 If the full invoice amount is not paid on time, Customer will be in default and will owe statutory commercial interest. All of Customer's payment obligations then become immediately due and payable, without prejudice to TU's other rights. The latter is also the case if bankruptcy, (provisional) suspension of payment, debt restructuring or a similar insolvency procedure is applied for or Customer is dissolved, placed under guardianship or dies.
- 10.6 TU may set off debts - whether or not due and payable - to group companies belonging to Customer's group against its due and payable claim(s) against Customer.
- 10.7 Customer will reimburse TU for all reasonable costs incurred by TU for the collection of the sum of money owed by Customer, and such reimbursement amounts to at least 15% of the amount to be collected or, if higher, EUR 250 (excluding VAT).
- 10.8 TU is entitled to deduct all payments from that which Customer owes TU in a sequence to be chosen by TU.

11 Termination

- 11.1 An Agreement ends by expiry of the agreed period or completion of the agreed performance.
- 11.2 TU may - partly to limit further damage and without becoming liable for damages - suspend its obligations under the Agreement with immediate effect without notice of default or judicial intervention or terminate the Agreement in whole or in part if:
 - a. Customer does not fulfil any (payment) obligation towards TU, or does not do so properly or in time;

- b. bankruptcy, (provisional) suspension of payments, debt restructuring or similar insolvency proceedings have been filed for Customer, or Customer is dissolved, placed under guardianship or dies;
 - c. there is a substantial change in the share and/or voting ratio within Customer's company; and/or
 - d. an attachment has been levied on a substantial part of Customer's assets and this attachment has not been lifted within a reasonable time.
- 11.3 In the event of termination of the Agreement, all claims of TU against Customer will become immediately due and payable, TU will be entitled to take back Products already delivered and not yet paid for, and Customer will compensate TU for all damage resulting from the termination, including interest, loss of profit and transport costs.

12 Complaints

- 12.1 The Products, Services and Works to be provided by TU are intended for use in the Netherlands. TU guarantees that they meet the quality standards applicable and agreed upon in the Netherlands. TU does not guarantee that the delivered Products, Services and/or Works are suitable for the use intended by Customer, unless expressly agreed in writing.
- 12.2 Customer must check the delivered Products, Services and Works immediately after delivery for deviations from what has been agreed and report complaints about deviating numbers without delay, but no later than 24 hours after delivery. Customer must report visible defects, errors, imperfections and/or faults without delay but no later than 48 hours after delivery, accurately stating the nature and ground of the complaint. Customer must report other defects within five (5) working days after they have been discovered or reasonably should have been discovered, accurately stating the nature and ground of the complaint. All complaints must be submitted to TU in a timely manner, in writing and quoting the TU order number, at the risk of forfeiting rights.
- 12.3 Customer must keep the delivered Products, Services and Works Customer complains about at TU's disposal and give TU the opportunity to inspect, repair and/or replace them. Customer will not return the delivered Products, Services and Works to TU unless TU has agreed or made a request to that effect. The (costs of) inspection and return are for Customer's account and risk and will be reimbursed by TU if it is found that the complaint was justified.
- 12.4 The following situations do not give rise to complaints and do not result in TU being in default:
- minor deviations in number, size or quality;
 - careless or incompetent use;
 - improper installation;
 - failure to comply with TU's or TU's supplier's instructions for use;
 - making changes to the delivered Products, Services or Works (including during maintenance) without TU's prior written consent;
 - defects caused by normal wear and tear or by accidents or emergencies such as fire, water

- damage, earthquakes, etc;
- TU's application of a government regulation; and/or
- TU's compliance with instructions given by Customer or the use of materials provided by Customer.

- 12.5 In the event of a justified complaint, TU's obligations will never exceed crediting the purchase price, repair or replacement with the same or a comparable product (at TU's discretion). If Customer does not give TU the opportunity to do so, its claims will expire. Customer is not entitled to credit, repair or replacement if it has not (yet) fulfilled all its (payment) obligations under the Agreement.

13 Warranty

- 13.1 A warranty given by TU applies from the time of delivery and lasts until the end of the agreed warranty period. After repair or replacement, no new warranty period commences, but the original warranty period continues (insofar as it has not yet expired).
- 13.2 In respect of Products, Services or Works purchased by TU from third parties, the warranty conditions of the relevant supplier apply. TU itself does not provide any warranty for these Products, Services or Works. A Customer warranty claim will be assessed and handled by the supplier. Should Customer seek TU's assistance in invoking this supplier warranty, TU may charge Customer for this.
- 13.3 Customer is never entitled under warranty to more than credit of the purchase price, repair or replacement with the same or a comparable product (at TU's or its supplier's discretion). Customer is not entitled to this in the event of the circumstances referred to above in paragraph 12.4 and/or if it has not (yet) fulfilled all its (payment) obligations under the Agreement.

14 Liability and indemnification

- 14.1 TU is not liable for any damage incurred by Customer as a result of the conclusion and/or performance of an Agreement, or the (partial) absence thereof, including damage as a result of the improper fulfilment of a repair or replacement obligation and damage as a result of a Courtesy Service provided by TU (work that is not part of TU's normal activities and which is performed by TU as a service, whether or not at the express request of Customer, without charging any costs to Customer).
- 14.2 In the event that TU cannot invoke the full exclusion of liability set out in the previous paragraph, TU will in any case not be liable for compensation of indirect damage (including consequential damage, loss of profit, lost savings and damage due to business interruption), TU's liability will furthermore be limited to the amount of the payment made by Customer for that part of the Agreement in which TU has imputably failed (not including additional costs such as VAT, any other government levies, transport and insurance costs, etc.). additional costs such as VAT, any other government levies, costs of transport and insurance,

etc.) and TU's liability will furthermore always be limited to the amount paid out by its liability insurance in the relevant case or to the amount that would be insured in accordance with current industry practice.

- 14.3 TU is not liable for any auxiliary persons it engages.
- 14.4 Customer indemnifies TU against claims of third parties (such as customers and employees of Customer) related to or arising from the Agreement (including the use of the Product, the Service or the Work).
- 14.5 Customer is liable for damage incurred by TU and third parties engaged by TU caused by or during the delivery of Products, Services or Works at a location designated by Customer and indemnifies TU against all claims in this regard.
- 14.6 All legal claims and defences of Customer against TU expire after one (1) year after TU has delivered the Product, Service and/or Work to Customer.
- 14.7 The exclusions and limitations of liability included in these General Terms and Conditions do not apply if the damage is caused by intent or deliberate recklessness by TU or its managing employees.
- 14.8 The exclusions and limitations of TU's liability included in these General Terms and Conditions and the Agreement also apply by way of a third-party clause for the benefit of all persons or legal entities engaged by TU in the conclusion and performance of the Agreement.

15 Auxiliary materials

All auxiliary materials (such as drawings, models, moulds and tools) provided by TU to Customer remain TU's property and may only be used by Customer for the purpose for which they were provided. TU may charge a deposit, fee or charge for the provision of auxiliary materials. Customer will return the auxiliary materials after the end of the Agreement or at TU's first request.

16 Duties of disclosure and confidentiality

- 16.1 Customer is obliged to notify TU immediately if it anticipates to default on its obligations under an Agreement and will thereby provide TU with all relevant information. Failure to comply with this obligation or failure to comply with it in time will result in Customer not being entitled to invoke force majeure in this regard.
- 16.2 Customer will immediately notify TU of any infringement or improper use of intellectual property rights belonging to TU.
- 16.3 Customer will keep confidential any information about TU's products, services, quotations and offers, the Agreement or any other data concerning TU or its related parties, which it understands or should reasonably understand to be confidential. Customer may not reproduce, disclose or bring this information to the notice of third parties. Customer

must ensure that its employees and third parties engaged by it also comply with this confidentiality obligation.

- 16.4 If Customer wishes to use the name 'Technische Unie' in advertisements or other commercial expressions, Customer must obtain TU's prior written consent.

17 Intellectual property

- 17.1 All intellectual property and similar rights relating to anything manufactured or created by, on behalf of, or on the instructions of, TU in the context of an Agreement, or made available to Customer by TU, vest in TU, regardless of whether TU has charged Customer for the manufacture thereof. If obtaining such a right requires registration, filing or any other action, Customer hereby grants TU permission to do so and, to the extent necessary, Customer will cooperate or continue to cooperate therewith free of charge.
- 17.2 Should any intellectual property rights arise with Customer in the context of the performance of an Agreement, Customer hereby transfers these rights to TU, in advance and free of charge, which transfer TU hereby accepts (in advance). At TU's first request, Customer will cooperate free of charge in bringing about this transfer and also hereby provides TU with an irrevocable power of attorney to do whatever is necessary on behalf of Customer to this end, including signing a transfer deed.
- 17.3 In the event that personality rights as referred to in Section 25 of the Copyright Act arise, Customer waives them and will ensure that its employees and auxiliary persons also waive them.
- 17.4 If it proves impossible to ensure that all intellectual property rights are (or become) vested in TU, Customer will grant TU a worldwide, exclusive and non-cancellable licence free of charge.
- 17.5 At the moment of full payment of what is owed to TU by Customer, Customer will be granted a limited, non-exclusive and non-transferable right of use for the intellectual property rights vested in that which TU makes available to Customer in the performance of the Agreement. This right of use is limited to Customer's own use and applies only for the purpose that follows from the Agreement.
- 17.6 Customer guarantees that by using the Product, the Service and/or the Work (including processing and resale), it will not infringe any intellectual property rights of third parties. Customer indemnifies TU against third-party claims for such (alleged) infringements and will compensate TU for all damage suffered as a result (including the costs of legal assistance).
- 17.7 Should Customer and TU agree that certain intellectual property rights accrue to Customer, TU will be entitled to use those rights for the purpose of developing a comparable Product, Service or Work for itself and/or a third party.

18 Compliance with legislation and integrity

- 18.1 Customer must comply with all applicable laws and regulations, including, in particular, the rules to prevent unfair competition, fraud, corruption and environmental damage and rules relating to the processing of personal data, terms and conditions of employment, safety and import and export restrictions.
- 18.2 At TU's first request, Customer will provide all possible information regarding the end customer, final destination and ultimate use of the Products, Services and Works provided by TU. Customer will also inform TU of any existing import or export restrictions to enable TU and the authorities to carry out the necessary checks. Customer will ensure that any third party to whom a Product, Service or Work is transferred complies with all laws and regulations relating to import and export control.
- 18.3 If the delivery of a Product, Service or Work requires an export or import licence from certain authorities or such delivery is otherwise restricted or prohibited as a result of import/export control legislation, TU is permitted to suspend all or part of its (delivery) obligations until such licence is granted or for as long as the restriction or prohibition continues.
- 18.4 Customer indemnifies TU against all claims, fines and other damage resulting from non-compliance with the obligations arising from import/export control legislation and will compensate TU's damage.
- 18.5 If Customer fails to comply with the provisions of this article, TU may, without a notice of default being required and without becoming liable for compensation, immediately terminate the Agreement in whole or in part or suspend the performance of its obligations in whole or in part. Customer is then liable to compensate TU for the damage incurred by TU.

19 Processing of personal data

TU and/or its designated third parties process personal data in accordance with TU's privacy policy, which can be found on its website <https://www.c.technischeunie.nl/over-ons/privacystatement.html>.

20 Language

In the event of differences between the translations of these General Terms and Conditions and the Dutch text, the latter prevails.

21 Applicable law and competent court

- 21.1 All Agreements and other legal relationships between TU and Customer are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.
- 21.2 In the first instance, Parties will submit all disputes exclusively to the competent court in Amsterdam.

Section B: Products

22 Delivery

- 22.1 TU delivers the Products to the destination agreed with Customer. TU determines the manner of transport. TU does not have to transport the Products farther than to where the vehicle can reach a proper unloading point over a properly passable terrain. TU will have fulfilled its delivery obligation if it has offered the Products to Customer on one occasion.
- 22.2 In the event Customer does not take delivery, TU may charge Customer any return costs, storage costs and other related costs and/or, without becoming liable for damages, terminate the Agreement and all other agreements between TU and Customer or suspend its obligations towards Customer. Customer is then obliged to compensate TU for the damage incurred by TU.
- 22.3 TU is entitled to charge Customer for transport costs, as stated in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>.

23 Packaging

- 23.1 TU may charge Customer for single-use packaging.
- 23.2 All reusable packaging (e.g. cable reels and the green delivery bins) remain the property of TU. TU may charge Customer a deposit, costs or a fee for this. Customer must return such reusable packaging to TU no later than three (3) months after delivery, empty, clean and undamaged.
- 23.3 Customer may not make the reusable packaging available to third parties.
- 23.4 If Customer fails to fulfil its obligations with regard to the reusable packaging (on time), TU will be entitled to compensation for its damage (such as repair, replacement and cleaning costs).

24 Retention of title

- 24.1 Products delivered by TU remain TU's property until Customer has fulfilled all payment obligations arising from or related to agreements under which TU undertook to deliver Products, including claims relating to payment for the Products and related work and compensation for damage, interest and judicial and extrajudicial collection costs.
- 24.2 Customer is obliged to keep the Products subject to TU's retention of title separate from other products and clearly identifiable as TU's property, properly insure them and keep them insured for TU's benefit, and not to pledge, process, dispose of or hand them over to a third party except in the performance of Customer's normal business operations. Upon non-compliance with this obligation, the entire claim for payment associated with the Agreement will become immediately due and payable.

- 24.3 If Customer fails to fulfil its payment obligations towards TU, TU will be entitled to repossess the Products of which it has retained title immediately. To the extent necessary for that purpose, Customer grants TU immediate access to the buildings and/or premises where the Products are located upon its request.

25 Transfer of risk

The risk for the Products transfers to Customer the moment TU has delivered the Products to Customer. The same applies to Products for which TU has reserved ownership.

26 Returns

- 26.1 Returns are only accepted within sixty (60) days of delivery and only insofar as the Product is part of TU's regular product range, is in its original condition and in its original and undamaged packaging, and the other conditions to be set by TU have been met (as stated in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>).
- 26.2 TU is entitled to charge Customer for costs per return shipment, as stated in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>.
- 26.3 Customer must make the return shipments available at a time and place agreed with TU so that TU can collect them. TU is entitled to charge Customer for costs for this, including transport costs as stated in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>.

Section C: Services

27 Services

- 27.1 TU provides services in the field of circularity, construction site logistics, rental (tools and auxiliary materials), consultancy (lighting and sustainability), training, transport, cable cutting and product assembly ('kits' and prefabs), among other things.
- 27.2 TU determines which person(s) it deploys for the provision of the Service and may replace such person(s) during the performance of the Agreement.
- 27.3 TU does not guarantee a result unless expressly agreed in writing or arising from the nature of the Service.
- 27.4 Customer's use of a Service provided by TU is always at Customer's risk.
- 27.5 TU charges for its Services; see, for example, the charges for transport and cable cutting mentioned in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>.

28 Transport

- 28.1 If TU transports items for Customer that are not the property of TU, this will be done for Customer's account and risk.
- 28.2 TU will endeavour to transport the items as soon as reasonably possible. If a delivery period has been agreed, TU will make every effort to transport the goods within that period. However, this deadline is not a firm deadline.
- 28.3 TU charges for transport as stated in the supplement to these General Terms and Conditions on its website <https://www.c.technischeunie.nl/over-ons/algemene-voorwaarden.html>.

29 Consulting

- 29.1 If TU provides an advice to Customer (e.g. in the field of lighting or sustainability), Customer's use thereof will always be at its own risk. TU is not liable for the failure to achieve any result, or any result not fully achieved, by Customer when applying the advice (save for intentional or wilful recklessness on the part of TU and its managing employees).
- 29.2 Customer is not entitled to provide TU's advice (and its contents) to a third party (other than its own customer for whom this advice is ultimately intended) or otherwise disclose or make announcements about TU's methods, processes and techniques.

30 Training

- 30.1 TU offers every training course under the condition of sufficient registrations. Should a training course not take place, Customer will be informed before the start of the training. The training course will then be rescheduled to a different time. Should rescheduling not be possible, TU will refund to Customer the fee paid for the training.
- 30.2 Customer can only cancel a training course in writing. In the event of cancellation within four weeks before the start of the training course, TU may charge Customer a cancellation fee.
- 30.3 TU is entitled to make changes to the content, dates, place and other specifications of the training course if this does not lead to a substantial deviation from the agreed training course.
- 30.4 Customer is not entitled to compensation in case of modification or cancellation of a training course.

Section D: Contracting of Work

31 Contracting of Work

TU takes on Work in, among others, the areas of underfloor heating installation and solar panel installation.

32 Additional work

If Customer wants additions or changes to be made to the agreed Work, TU will be entitled to increase the price of the Work. TU will then advise Customer of the necessity of a resulting price increase, unless Customer should have understood that necessity.

33 Warranty and liability

Warranty obligations and any liability of TU cease after delivery of the Work. If Customer discovers a hidden defect within the agreed maintenance period and reports it to TU in writing within a reasonable period after discovery (with a description of the assumed defect), TU will repair the defect in question. If no maintenance period has been agreed, a period of five (5) years after delivery will apply.