

General terms and conditions OCS Workplaces B.V., OCS Plus B.V. and Inspiration Office B.V. (Dezember 2023)

General (Article 1)

1. Where OCS is referred to below, it includes OCS Workplaces B.V., OCS Plus B.V. and Inspiration Office B.V. The Client is the other party of OCS. Together, OCS and Client are referred to as Parties. The use of capital letters and/or articles has no distinctive purposes.
2. To the exclusion of other general terms and conditions, these general terms, and conditions (hereinafter referred to as 'Terms and Conditions') apply to all legal acts, agreements, activities, deliveries, and services of OCS.
3. Deviations from these terms and conditions are only valid if this is explicitly stated in a written document signed by OCS. The annulment and/or nullity of one or more provisions of these Terms and Conditions shall not affect the effect of the other provisions.
4. The Client is responsible for the authority to represent the person who acts with OCS in or in the name of the Client as referred to in paragraph 2 of this article.
5. This is the English translation of the Dutch version of the general terms. Because Dutch law is applicable in case of discussion the Dutch version is leading.

Formation of the Agreement (Article 2)

1. Quotations from OCS are valid for a period of 14 (fourteen) calendar days after the date of the quotation. Only in case of an obvious error, no rights can be derived from the quotation. Prices are in Euro, excluding VAT/levies/taxes/costs/more and less work.
2. After OCS received the signed quotation of the Client, the agreement is definite. Despite this Client still has 2 (two full) working days to terminate (cancel) the agreement free of charge. If the Client does not make use of this possibility, the Agreement has become irrevocable. If the client still wishes to terminate the agreement costs and lost margins incurred by OCS must be reimbursed.
The two-day cooling-off period no longer applies to a quotation once changed by OCS at the request of the Client and accepted by the Client.

For the consequences of cancelling the agreement, see above.

3. There is also an irrevocable agreement if OCS has already started to execute it with the consent of the Client. In that case, the content of the Agreement is deemed to be apparent from the offer, correspondence, and invoices.

Execution of the Agreement (Article 3)

1. The Client will hand over on time all information, including any permits required to execute the Agreement to OCS free of charge and Client guarantees the accuracy, completeness, and suitability thereof. The (financial) consequences of failing to comply with one or more of these obligations will be at the expense and risk of the Client and in that case, Client will indemnify OCS, including any additional costs and claims from third parties.
2. The Client must ensure, at its own expense, that the work can be carried out properly and safely at the designated location, that it is easily accessible and that the necessary mains services are available. For the (financial) consequences if this is not the case, see sub. 1 above.
3. OCS will make every effort to the best of its knowledge and ability to correctly execute the Agreement and thereby comply with the applicable laws and regulations.
4. Unless expressly stated otherwise, deadlines are indicative. The mere expiry of a time limit does not constitute a default. This is only the case if OCS has been given notice of default, whereby OCS has first been set a reasonable period to (properly) comply. What constitutes a reasonable period in this regard depends on the nature of the service to be provided and on whether and to what extent OCS was able to influence the delay in that perspective. In the case of the delivery of the work as such, a period of at least three months is considered reasonable.
5. OCS is permitted to engage third parties. Just like the employees of OCS, they must comply with the (house) rules that apply to the Client. OCS remains the point of contact and responsible for the work performed unless the Client has given instructions directly to the employees of OCS and/or third parties engaged by OCS.
6. The risk of delivered goods is transferred to the Client as soon as they have been unloaded at the

designated location. The Client must therefore ensure that these goods are adequately insured as soon as they have been unloaded at the location, in line with the provisions of Article 7 paragraph 2 below. This does not mean, however, that the Client has accepted any damages, see the following provision.

7. Any defects in the work and/or goods must be reported to OCS in writing directly but no later than within 5 working days if the defects could have been discovered by the Client. If the complaint is justified, OCS will be given a reasonable period to rectify it at its (OCS) expense. If the complaint turns out to be unjustified, the Client will reimburse any costs incurred by OCS because of this complaint. If a complaint is submitted too late, the (financial) consequences are at the risk of the Client.
8. Slight deviations in colors (including prints), quantities, weights or sizes are not a reason to reject the work and/or goods.
9. If goods cannot be delivered to the location due to circumstances attributable to the Client, the (extra) costs for transport and storage will be borne by the Client. This is separate from the Client's obligation to ensure adequate insurance for the goods in question. That is and remains his own responsibility. The goods referred to in this paragraph (9) shall nevertheless be deemed to have been delivered in accordance with the provisions of paragraph 6 of this article.
10. If the assignment is carried out in phases, the preceding phase will be deemed to have been approved, as shown in the report of delivery of that phase (i) or when the Client has taken that phase into use, which also includes the execution of work by parties other than OCS (ii) or when OCS has started the next phase after the Client has been given the opportunity to control and accept the preceding phase but did not make use of this opportunity (iii). In that case (iii) OCS also has the right to suspend its activities immediately. The consequences thereof shall be at the expense and risk of the Client.

Payment and security interest and costs (Article 4)

1. Regardless of the reasons why, the Client will be in default after the expiry of the payment term of fourteen calendar days after the invoice date and without a notice of default

2. being required. Set-off or suspension of its own obligations by the Client is not permitted. From the fifteenth day onwards, the Client is obliged to reimburse OCS for all (extra)judicial costs of 15% and interest (1.5% per month), both to be calculated on the outstanding amount with a minimum of € 750 (interest and costs, ex VAT).
3. In case interest and costs are due these are to be paid first. The remaining amount paid will be deducted from the principal.
4. The Client's unilateral modification or self-execution of the Agreement or part thereof does not result in a discount or right to a refund and any warranties will lapse as a result as well.
5. The Client agrees in advance and unconditionally to provide (additional) securities if OCS so requests, and that the related costs will be borne by the Client.

Guarantees, indemnities, liability, and confidentiality (Article 5)

1. The Client guarantees that the data and materials provided by him are not subject to the rights of third parties (i), that they meet the requirements (ii) and that they are suitable for use by OCS regarding the agreement (iii). The Client also guarantees that the (electronic) files provided by it in any way whatsoever are free of viruses and defects. The Client indemnifies OCS against the (financial) consequences of not (being able to) comply with the guarantees referred to in this article.
2. OCS guarantees that the goods to be delivered by OCS meet the requirements to be set for normal use, although the warranty is limited to the (factory) guarantees provided by the suppliers of the goods in question. The Client is only entitled to a warranty if it has fulfilled all its obligations itself.
3. The liability of OCS is limited to a maximum of the amount paid out by its insurer in appropriate situations but will never exceed the amount invoiced by OCS and paid by the Client ex VAT and ex costs of materials and costs of third parties engaged by OCS.
4. OCS is not liable for damage caused by third parties. Nor is OCS liable for indirect damage such as consequential damage, damage caused by delay, loss of turnover and/or profit, damage

because of business interruption and unrealized savings.

5. The parties shall maintain confidentiality about what they learn about each other and each other's relations in connection with the execution of the Agreement.

Suspension and termination due to force majeure and financial inability of the Client (Article 6)

1. The parties consider all circumstances beyond OCS's sphere of influence, including force majeure, because of which OCS is unable to fulfil its obligations (in a timely manner), as (serious) reasons based on which OCS may suspend its obligations or terminate the Agreement without becoming liable for damages.
2. Without becoming liable for damages, OCS is entitled to suspend the execution of the Agreement or to terminate it without notice of default if:
 - there is good reason to assume that the Client will not (fully) fulfil its obligations including the failure to provide (additional) security;
 - the Client has applied for or has been granted a moratorium, has filed for bankruptcy or has been declared bankrupt, including the offering or conclusion of a creditors' composition;
 - the Client has ceased or sold its activities or has lost control of its business;
 - the Client's assets have been seized;
3. If one of the circumstances mentioned (1-4) occurs and OCS makes use of a right granted to it, this does not affect the right to full compensation. In addition, all claims of OCS will then become immediately due and payable in full.

Retention of title and I.E. (intellectual property) rights (Article 7)

1. If the Client has not yet fulfilled all its obligations, OCS remains the owner of all goods sold and/or used and/or made available by it in connection with the Agreement.
2. The Client is not permitted to limit and/or limit the right of ownership of OCS in any way whatsoever, whereby the Client is obliged to do everything reasonable to protect the property rights of OCS and to keep the items falling under it recognizable as the property of OCS and to handle them with care. The latter also includes insuring them and

doing everything that is necessary to pay out the insurance payments to OCS, whereby the Client is obliged to have the relevant policies viewed by OCS at the first request and to hand them over to OCS if necessary.

3. If one of the circumstances referred to in the previous article (article 6) occurs and/or the Client is in default, the Client already gives OCS unconditional and irrevocable power of attorney to take all those measures at its (Client's) expense that it (OCS) deems necessary for the exercise and protection of its property rights, including the retrieval of these good.
4. Intellectual property rights in the broadest sense of the word relating to the Agreement belong to OCS. The Client allows OCS to show the results (i.e., photos) of the agreement in its portfolio. If the establishment and/or exercise of rights by OCS requires the cooperation of the Client, this will be promised in advance, irrevocably, unconditionally, and free of charge.

Miscellaneous (Article 8)

1. If, for whatever reason, OCS must proceed to recall goods delivered by it from the market, the Client will cooperate. If the Client fails to do so, the consequences thereof will be at its expense and risk without the need for a notice of default.
2. The Client agrees that for the proper execution of this Agreement, its data, including those of its employees who are charged with the execution of this Agreement with respect to the European privacy regulations may be shared with third parties.

Final provisions (Article 9)

1. The Client is obliged to report any circumstance in writing (e-mail) to OCS of which he knows or may know that knowledge may be important for OCS.
2. No rights can be derived from the headings used per article.
3. Dutch law is applicable, the Vienna Sales Convention is excluded, and unless another District Court has jurisdiction, the competent court is the District Court in 's-Hertogenbosch.