

General Conditions

LOCHTMANS Industrial Design Service

Boontuintje 9

5534 BA Netersel

T: 0031(0)616854359

E: info@lochtmans-industrial-design-service.nl

W: <https://lochtmans-industrial-design-service.nl>

KvK: 98606441 | IBAN: NL13 KNAB 0776 9851 91

1. Introduction:

This document describes the general terms and conditions of LOCHTMANS Industrial Design Service.

2. Quotation or service agreement:

A quotation will be prepared in the form of a service agreement.

A proposed service agreement has a validity period of 30 days.

Validity and expiration date will be specified in the service agreement.

No rights regarding availability and/or start date can be derived from an issued service agreement, unless explicitly stated. This also applies to the number of hours available per working day of the contractor. This means: in consultation with the client, the contractor, given the nature of the business as a sole proprietorship, reserves the right to schedule the work for the client according to what fits within the daily operations appropriate for a sole proprietorship. Within this, the project timeline and urgency of delivery of the work for the business will be taken into account in consultation.

3. Activities:

By mutual agreement, the contractor will proceed with carrying out the work as set out in the service agreement.

The work can be carried out, in consultation, at the client's location or at the contractor's office. Determining factors for this include the nature and scope of the work, the project (for example, working with sensitive information), and the necessary participation in or by multidisciplinary teams at the client's location. If an alternative location for (part of) the work is necessary, such as for prototype construction or testing, the reimbursement for travel expenses and travel hours will be adjusted accordingly (post calculation based on actual costs).

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4. Installation and/or use of specific software or hardware:

Lochtmans Industrial Design Service primarily uses its own hardware and software. If the client insists that specific hardware and/or software of the client be used, this will always be at the client's expense. This has no effect on the agreed hourly rates in the service agreement. The client also ensures that software or settings for hardware are installed and, after the completion of the work, uninstalled or settings are reverted. No compensation will be paid by the contractor to the client for this.

5. Model Agreement:

In consultation with the client, a model agreement will be used. This is intended for the tax authorities to demonstrate that there is no, and will not be, any disguised self-employment. The model agreement can be provided by the client or drafted by or in consultation with the contractor.

6. Data protection:

The client is free to present a Non-Disclosure Agreement to the contractor. It is up to the contractor to accept or decline such an agreement.

Given the nature of the business, the client cannot impose a direct restriction on LOCHTMANS Industrial Design Service regarding carrying out assignments for other clients in equivalent or similar fields of work, products, or services.

The client may assume that LOCHTMANS Industrial Design Service handles confidential information properly and will not share it with third parties outside the client's company.

7. Property rights:

Ideas that arise during the execution of an assignment, commissioned by the client, become the property of the client unless otherwise agreed in consultation. The client is free to provide additional

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compensation to the contractor for this. If Intellectual Property is applied for in this regard, the name of the contractor will be mentioned if they have made a substantial contribution.

8. Responsibility and warranty:

Tasks, responsibilities, and decision-making authority are to be agreed upon in consultation and will be recorded in the service agreement.

Tasks are carried out diligently and conscientiously.

The contractor is not responsible for choices imposed by the client, its employees, or third parties hired by the client, deviating from the choices proposed by the contractor or based on the contractor's (experience-based) preference.

The ultimate responsibility always lies with the client, who must evaluate the delivered work at their own discretion.

The contractor cannot be held (financially) liable in any way for material or immaterial damage and/or adverse consequences for the client.

This also includes damage to equipment, machines, or data (management) systems.

9. Consumer rights:

Consumer rights do not apply in this case.

10. Difference of opinion:

If, unexpectedly, there is a disagreement and a solution through mutual consultation seems impossible, it will have to be assessed by an external party to be determined. In the extreme case, a ruling will be made with the intervention of a judge.

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11. Compensations:

General: all rates and fees are shown excluding VAT. If applicable, the legally determined VAT amount will be stated on the invoice and charged.

Note: The client will provide the contractor with the space before, during, and after performing the assignment to enable the contractor to carry out proper business operations (including, among other things, acquisition and necessary support to other clients). These hours are at the contractor's own expense and will explicitly not be charged to the client.

Travel time reimbursement:

For assignments where the one-way trip, under generally normal conditions, takes more than 30 minutes according to a standard route planner (for example: Google Maps), the additional travel time as specified in the service agreement will be charged on the invoice.

Under the generally normal conditions, a possible delay of 15% due to, for example, traffic jams is taken into account.

If the client explicitly expects the contractor to travel during expected peak traffic times, any additional travel time beyond the previously allocated 15% will be charged.

Travel expense reimbursement:

Car:

For the travel distances made by car, a mileage allowance will be charged. This allowance is stipulated in the service agreement.

Other:

This includes all trips other than normal commuting or trips using a mode of transport other than a car.

For travel by public transport or taxi:

If the client explicitly requests the contractor to travel by public transport, or if it is generally impractical to travel to the work destination by car, the following reimbursements apply:

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Travel time is calculated door-to-door.

A surcharge of 15% on the travel costs incurred will be charged to the client.

For business trips:

If the contractor makes a business trip on behalf of the client, all costs incurred for this will be charged.

This includes, for example, but is not limited to, flight and accommodation costs, costs for food and drinks, and also the costs for public transportation and/or taxis.

A surcharge of 15% on the incurred costs will be charged to the client.

12. Other expenses to be incurred:

If the client expects the contractor to purchase specific items for the assignment, the costs incurred will be charged to the client. A surcharge of 15% will be added to the costs incurred and billed to the client.

13. Premature termination or interruption of the assignment:

If the client terminates the assignment as agreed in this document prematurely, a fee of 15% of the remaining agreed hours will be charged. If the client wishes to introduce an interruption, a new agreement will be made for the next part of the assignment. For the duration of the interruption, a fee of 15% of the remaining agreed hours will also be charged.

14. Force majeure:

In addition to force majeure as described under Dutch law, given the nature of the business, being a sole proprietorship, the following is further explained below. Force majeure is understood to include, among other things, the unforeseen stay in an institution or environment that makes it impossible for the contractor to perform the work for which the client has hired them. This means, on the one hand,

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the inability to access the equipment and/or infrastructure with which the contractor would carry out the work. And, on the other hand, the physical or mental inability to perform the previously agreed-upon work. Examples of an institution are a hospital or rehabilitation center. Examples of an environment are a country or area where the contractor has no access to infrastructure (including an internet connection) or equipment to properly carry out the work. Examples of physical or mental incapacities are severe illness or high fever. Overstrain or immobility that makes it impossible to operate the necessary equipment or prevents the contractor from traveling to the location to perform the assignment.

15. Billing:

Billing takes place on a weekly basis. Per calendarweek.

16. Collection costs:

If the client does not adhere to the payment terms as described in these general terms and conditions and agreed upon when giving approval for the assignment, any additional collection costs will be borne by the client and added to the outstanding invoice.

17. Interest:

In the event of failure to pay an invoice within the specified period, as described in these general terms and conditions, the contractor reserves the right to increase the invoice amount by an interest of 3% per calendar month. This is to be paid by the client.

If desired, the contractor can issue a revised invoice for the client, which must be paid immediately. In other words: for the new invoice, the payment term applies upon receipt. The payment term is therefore not renewed or extended by 30 days.

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18. Document revision control:

Version number	Date	Description
01	12-Nov-2025	First release
02	15-Nov-2025	Extension of Ch4 and Ch6. General rephrasing to proper English.