

# General Terms and Conditions

TILT WORKS B.V.

## 1. Definitions

1. Tilt Works; Tilt Works B.V. established in Groningen, The Netherlands, CoC no. 66930308.
2. Formula Student Netherlands; event organized and promoted by Tilt Works in collaboration with its partners.
3. Customer; person or legal entity with whom Tilt Works has entered into an agreement.
4. Parties; Tilt Works and Customer together.

## 2. Applicability

1. These terms and conditions will apply to all quotations, offers, activities, order, agreements and deliveries of services and products by or on behalf of Tilt Works.
2. Parties can only deviate from these conditions if explicitly agreed upon in writing by parties.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the consumer or third parties.

## 3. Prices

1. All prices used by Tilt Works are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping-, or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Tilt Works is entitled to adjust all prices for its products or services as shown on the website or in any published document, at any time.
3. If the parties have agreed on a total amount for a service provided by Tilt Works, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Tilt Works has the right to adjust prices annually
5. Tilt Works will communicate price adjustments to the customer prior to the moment of price increase becomes effective

## 4. Payments and payment term

1. Tilt Works may, at the conclusion of the agreement, require a down payment of up to 100% of the agreed amount
2. The consumer must have paid the full amount per the payment date as stated by Tilt Works on any invoice, contract or other agreement
3. Payments terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Tilt Works having to send the customer a reminder or put him in default.
4. Tilt Works reserves the right to make a delivery or service conditional upon immediate payment or to require adequate security for the total amount of the services or products.

## 5. Consequences of late payment

1. If the customer does not pay within the agreed term, Tilt Works is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due extrajudicial collection costs and may be obliged to pay any compensation to Tilt Works.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Tilt Works may suspend or terminate its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Tilt Works on the customer are immediately due and payable.

#### **6. Suspension of obligations by the customer**

1. The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

#### **7. Settlement**

1. The customer waives his right to settle any debt to Tilt Works with any claim on Tilt Works.

#### **8. Insurance**

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion, transport and water damage as well as theft:
  - a. Goods delivered that are necessary for the execution of the agreement;
  - b. Goods being property of Tilt Works that are present at the premises or responsibility of the customer;
  - c. Goods of the customer that are stored on premises from Tilt Works or under responsibility of Tilt Works and its partners;
  - d. Goods that have been delivered under retention of title.
2. At the first request of Tilt Works, the customer provides the policy for these insurances for inspection.

#### **9. Guarantee**

1. When parties have entered into an agreement with services included, these services only contain best-effort obligations for Tilt Works, not obligations of results.

#### **10. Performance of the agreement**

1. Tilt Works executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Tilt Works has the right to have agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Tilt Works can start the implementation of the agreement on time.

5. If the customer has not ensured that Tilt Works can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

#### **11. Duty to inform by the customer**

1. The customer shall make available to Tilt Works all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuring from the nature of the agreement.
3. If and insofar as the customer requests, Tilt Works will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Tilt Works and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

#### **12. Confidentiality**

1. The customer keeps any information he receives (in whatever form) from Tilt Works confidential.
2. All other information concerning Tilt Works of which the customer knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Tilt Works or its partners.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
  - a. Which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality;
  - b. Which is made public by the customer due to a legal obligation.
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of three years after the end thereof

#### **13. Penalties**

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Tilt Works, an immediately due and payable fine of €5000,- , for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Tilt Works including its right to claim compensation in addition to this fine.

#### **14. Indemnity**

1. The customer indemnifies Tilt Works against all third-party claims that are related to the products and/or services supplied by Tilt Works

## **15. Complaints**

1. The customer must examine a product or service provided by Tilt Works as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Tilt Works of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. The customer gives a detailed description of the shortcomings so Tilt Works is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Tilt Works being forced to perform other work that has been agreed.

## **16. Giving Notice**

1. The customer must provide any notice of default to Tilt Works in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Tilt Works (in time).

## **17. Joint and several client liabilities**

1. If Tilt Works enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Tilt Works under that agreement.

## **18. Liability of Tilt Works B.V.**

1. Tilt Works is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Tilt Works is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Tilt Works is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Tilt Works is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in absence of (full) payment by an insurance company of the damages the amount of liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

## **19. Expiry Period**

1. Every right of the customer to compensation from Tilt Works shall, in any case, expire within 3 months after the event from which the liability arises directly or indirectly. This does not include exclude the provisions in article 6:89 of the Dutch Civil Code.

## **20. Dissolution**

1. The customer has the right to dissolve the agreement if Tilt Works imputably fails in the fulfillment of its obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.

2. If the fulfillment of the obligations by Tilt Works is not permanent or temporarily impossible, dissolution can only take place after Tilt Works is in default.
3. Tilt Works has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Tilt Works reasonable grounds to fear that the customer will not be able to fulfill his obligations properly.

## **21. Force Majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Tilt Works in the fulfillment of any obligations to the customer cannot be attributed to Tilt Works in any situation independent of the will of Tilt Works, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Tilt Works
2. The force majeure situation referred to in paragraph 1 is also applicable – but not limited – to: state of emergency (such as civil war, insurrection, global pandemics, riots, natural disasters, etc); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Tilt Works cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Tilt Works can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Tilt Works does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of force majeure situation

## **22. Modification of the agreement**

1. If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

## **23. Changes in the general terms and conditions**

1. Tilt Works is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Tilt Works with the customer in advance as much as possible.

## **24. Transfer of rights**

1. The customer cannot transfer its rights deferring from an agreement with Tilt Works to third parties without the prior written consent of Tilt Works.
2. This provision applies as a clause with a property law effect as referred to in section 3:83 (2) Dutch Civil Code.

## **25. Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.

2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Tilt Works had in mind when drafting the conditions on that issue.

**26. Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties
2. The Dutch court in the district where Tilt Works is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on January 1<sup>st</sup> 2021.