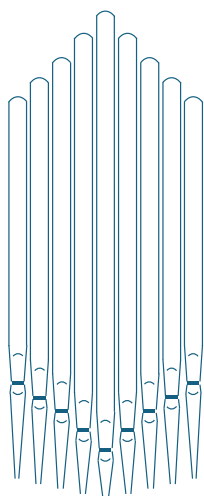


# DutchOrganPipeCraft BV

## General Terms and Conditions

Version1.0

May 2026



DutchOrganPipeCraft  
Products and Services fka Stinkens

## 1. Applicability

These General Terms and Conditions apply to all services performed by the private limited company DutchOrganPipeCraft B.V. (hereinafter referred to as “the Contractor” or “we”) for you. All services are carried out in accordance with applicable (inter)national laws and regulations.

## 2. Definitions

**Assignment:** the services to be performed by the Contractor, whether agreed orally or in writing, including the manufacture and supply of products and the provision of services.

**Client:** the party for whom the services are performed.

**Contractor / we / us:** DutchOrganPipeCraft B.V.

**Parties:** the Client and the Contractor.

**Engagement Letter / Agreement:** a document issued by the Contractor describing the assignment and confirming that these Terms apply..

## 3. Formation of the Assignment

The assignment is deemed to be concluded when you confirm the engagement letter, either verbally or in writing, or when we commence work at your request.

## 4. Confidentiality & Data Protection

Neither party shall disclose the content of the assignment to third parties. This also applies to any information that is reasonably considered confidential or proprietary.

Personal data will be processed in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

## 5. Performance of Services

We will perform the agreed services to the best of our ability and with due care.

If the assignment is divided into phases, we are entitled to suspend work on subsequent phases until the preceding phase has been approved by you.

## 6. Delivery Term

The timeframes within which the assignment is to be performed shall be considered binding deadlines if they have been agreed upon in the engagement letter. The Client shall not be entitled to terminate the assignment due to a delay in performance unless we fail to perform the assignment, in whole or in part, within a reasonable period after the delay has been jointly established.

## 7. Client Responsibilities and Obligations

The Client shall provide all cooperation, resources, data, and documentation necessary for the execution of the assignment in a timely manner and in the format requested by us. The Client shall promptly inform us of any relevant facts or circumstances that may affect the execution of the assignment. The Client warrants that all information provided to us for the purpose of executing the assignment is complete, accurate, reliable, and lawful. The same applies to information obtained through third parties, unless explicitly agreed otherwise in the engagement letter. Any delay in the execution of the assignment caused by the provision of incorrect or incomplete information shall be at the Client's risk and expense. We shall be entitled to suspend the execution of the assignment until the Client has fulfilled the obligations set out in this clause.

## 8. Liability

We shall perform the assignment with the due care expected of a professional contractor.

In the event of a attributable failure, our liability shall be limited to direct damages only, being damages that are the direct and demonstrable result of such failure.

Our liability is limited to an amount equal to the fees paid or payable for the assignment, up to a maximum of €5,000,000.

Liability for indirect damages, including but not limited to loss of profit, loss of savings, business interruption or consequential damages, is excluded, unless caused by intent or gross negligence.

## 9. Intellectual Property

All intellectual property rights relating to materials, methods, and knowledge used or developed during the assignment shall remain the property of the Contractor.

## 10. Termination

Either party may terminate the assignment in writing, subject to a reasonable notice period.

In the event of early termination by the Client, the Contractor is entitled to compensation for work already performed and costs incurred.

## 11. Fees and Payment

Our fees and expenses shall be as specified in the Agreement and are exclusive of taxes and levies.

Unless agreed otherwise, invoices must be paid within fourteen (14) days of the invoice date.

## 12. Use of Electronic Communications

Both the Client and the Contractor are permitted to use electronic means of communication for the transmission of information. The use of such means shall not in itself constitute a breach of confidentiality obligations under these General Terms and Conditions.

The use of electronic communication involves risks, including but not limited to interception, manipulation, and the presence of viruses. Both parties shall take all reasonable measures to prevent such risks from materializing.

Neither party shall be liable for any damage resulting from the use of electronic communications,

provided that reasonable precautions have been taken to mitigate such risks.

## 13. Force Majeur

Neither party shall be liable for failure to perform due to circumstances beyond their reasonable control, except for payment obligations.

## 14. Survival

All rights and obligations which, by their nature, are intended to continue after the termination of the assignment shall remain in full force and effect after such termination.

## 15. Complaints

Any complaints relating to the services performed by us and/or the invoiced amounts must be submitted to us in writing within sixty (60) days after the date on which the documents were sent or the information giving rise to the complaint was received, or within sixty (60) days after the discovery of the defect related to the assignment. The submission of a complaint shall not suspend the Client's payment obligations. If a complaint is found to be justified and has been submitted in a timely manner, we will consult with the Client to determine an appropriate form of compensation.

## 16. Governing Law

All agreements and assignments are governed exclusively by Dutch law.

## 17. Miscellaneous

These General Terms and Conditions (Algemene Voorwaarden v1.0) in the Dutch language shall form the basis of all agreements between the Client and the Contractor.

This English version is provided for convenience only. In the event of any discrepancy or inconsistency between the Dutch version and this English translation, the Dutch version shall prevail.

Any amendments to these General Terms and Conditions shall be recorded in the engagement letter. In the event of any conflict between these

General Terms and Conditions and the provisions set out in the engagement letter, the engagement letter shall prevail.

Neither party shall be entitled to assign or transfer any rights or obligations arising from or relating to the assignment to a third party without the prior written consent of the other party.

May 2026

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