DutchOrganPipeCraft BV
General Terms and Conditions
for Supply and Services

Version2.0

September 2026

DutchOrganPipeCraft
Products and Services

1. Applicability

These General Terms and Conditions for Supply and Services apply to all quotations, offers, assignments, agreements, activities, services and deliveries of products by the private limited company DutchOrganPipeCraft BV (hereinafter referred to as "DOPC").

Deliveries of products shall include, but are not limited to, organ pipes, pipework, stop components, semi-finished products, components and other goods manufactured or supplied by DOPC.

Activities, services and deliveries shall be carried out in accordance with applicable national and international laws and regulations.

Language

These General Terms and Conditions have been drawn up in Dutch and translated into English for convenience. In the event of any discrepancy, inconsistency, ambiguity, difference in interpretation or conflict between the Dutch and English versions, the Dutch text shall prevail and be binding.

2. Definitions

Assignment: the activities to be performed by DOPC, agreed either orally or in writing, including the manufacture and supply of products and the provision of services.

Client: the party for whom the assignment is carried out.

We, us, contractor: the person(s) of DOPC to whom the assignment has been entrusted.

Parties: the Client and the Contractor.

Assignment Letter or Agreement for Services: a document issued by DOPC in which these General Terms and Conditions are declared applicable and in which the assignment is described.

3. Formation of the Assignment

The assignment shall be established when the Client confirms the Assignment Letter orally or in writing, or when work is commenced at the Client's request.

Any modifications to the assignment during its execution shall be agreed upon in writing.

4. Confidentiality and Protection of Personal Data

Neither the Client nor DOPC shall disclose the contents of the assignment to third parties.

This obligation equally applies to information provided by either party that may reasonably be regarded as confidential or belonging to the other party.

An exception applies where disclosure is required by applicable law.

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

5. Performance of Services

The Agreement for Services contains a description of the activities to be carried out by DOPC.

DOPC shall use its best efforts to perform the activities described in the Assignment Letter.

Where an assignment consists of multiple phases, DOPC shall be entitled to postpone activities relating to a subsequent phase until the Client has approved completion of the preceding phase.

The Assignment Letter shall also specify how DOPC will complete the assignment. Examples include an oral briefing, written report or presentation.

The Client may not rely upon draft reports, draft presentations or draft advice.

6. Delivery Periods

Periods within which services are performed or products are delivered shall only be considered binding deadlines if expressly designated as such in the Assignment Letter.

The Client shall not be entitled to terminate the agreement due to late delivery unless DOPC fails to fulfil its obligations within a reasonable period after

the delay has been jointly established and DOPC has been formally notified of default in writing.

7. Supply of Products

7.1. Transfer of Risk

The risk of loss, damage or depreciation of products shall transfer to the Client upon delivery.

If products are shipped, the risk shall transfer to the Client once the products have been handed over to the carrier, regardless of who arranges or pays for the transport.

If the Client postpones or refuses acceptance, the risk shall transfer when the products are declared ready for delivery.

DOPC shall provide packaging which, in its opinion, is suitable for the normal transport of the products concerned. Any specific requirements regarding packaging or transport must be agreed upon in writing in advance.

7.2. Retention of Title

All delivered products shall remain the property of DOPC until the Client has fully satisfied all obligations arising from the relevant agreement, as well as any previous or subsequent agreements of a similar nature.

As long as ownership has not passed to the Client, the Client shall not be entitled to pledge, encumber or otherwise transfer the products as security.

The Client shall immediately inform DOPC if third parties assert rights with respect to products subject to retention of title.

DOPC shall be entitled to reclaim products delivered under retention of title if the Client fails to fulfil its obligations.

7.3. Inspection and Complaints

The Client shall inspect products immediately upon receipt for visible defects, transport damage, quantities and conformity with the order.

Visible defects must be reported to DOPC in writing, stating reasons, no later than fourteen (14) days after delivery.

Non-visible defects must be reported in writing within fourteen (14) days after they could reasonably have been discovered.

After expiry of the above periods, the Client shall be deemed to have approved and accepted the products.

Submitting a complaint shall not suspend the Client's payment obligations.

7.4. Custom-Made Products

Products manufactured wholly or partly according to specifications, drawings, dimensions, samples or instructions provided by the Client shall be regarded as custom-made products.

Custom-made products cannot be returned.

Once manufacture of custom-made products has commenced, the agreement may not be cancelled without DOPC's consent.

In the event of cancellation of a custom-made order, the Client shall reimburse all costs incurred, work performed and commitments entered into by DOPC.

Virtually all pipework manufactured by DOPC shall be regarded as custom-made unless otherwise agreed in writing.

7.5. Tolerances and Craftsmanship

Products shall be manufactured with the utmost care in accordance with the agreed specifications.

Minor deviations in dimensions, weight, material structure, material thickness, alloy composition, finish, color, appearance, tuning or other tonal characteristics that fall within normal technical or artisanal tolerances shall not constitute a defect.

Hand-crafted products may exhibit variations inherent in the artisanal manufacturing process.

Differences between historical documentation, samples, reference pipes or digital sound recordings

on the one hand and the ultimately achieved tonal result on the other shall not in themselves constitute a defect.

Such differences shall not entitle the Client to repair, replacement, price reduction or compensation.

7.6. Tonal and Voicing Characteristics

DOPC manufactures organ pipes according to the highest standards of craftsmanship and in accordance with the agreed specifications.

The Client acknowledges that characteristics such as tone colour, speech, carrying power, tuning stability, blending with existing pipework and voicing are partly dependent on circumstances beyond DOPC's control.

These circumstances include, among others:

- wind pressure;
- wind supply;
- the construction and condition of the organ;
- placement of the pipes;
- temperature and humidity;
- room acoustics;
- characteristics of existing pipework.

Unless otherwise agreed in writing, DOPC does not guarantee that newly supplied pipework will, without additional voicing, tuning or adjustment work, fully match existing pipework or produce an identical tonal result.

7.7. Warranty

DOPC warrants that delivered products comply with the agreed specifications at the time of delivery.

Manufacturing and construction defects shall be covered by a warranty period of twelve (12) months from delivery.

If a warranty claim is accepted, DOPC shall, at its sole discretion:

- repair the product;
- replace the product; or
- provide a reasonable financial compensation.

The warranty shall never entitle the Client to compensation for consequential or indirect damages.

The warranty shall lapse if:

- the product has been improperly stored by the Client;
- the product has been improperly installed by the Client;
- repairs or modifications have been carried out by third parties;
- normal wear and tear applies;
- damage results from extreme or unsuitable climatic conditions;
- the Client has failed to follow instructions issued by DOPC.

Transport, dismantling, installation, tuning and voicing costs are not covered by the warranty unless otherwise agreed in writing.

Fulfilment of the warranty obligations described in this article shall constitute DOPC's sole obligation with respect to defective products.

7.8. Returns

Returns shall only be accepted with DOPC's prior written approval.

Approval of a return shall not imply any acknowledgement of liability or defect.

Transport and packaging costs relating to returns shall be borne by the Client unless otherwise agreed in writing.

8. Client Responsibilities and Obligations

The Client shall provide all cooperation, resources, information and documents required for the execution of the assignment in a timely manner and in the form requested by DOPC.

The Client shall immediately notify DOPC of relevant changes in facts and circumstances affecting execution of the assignment.

The Client warrants that information supplied to DOPC is complete, accurate, reliable and lawful.

If incorrect or incomplete information causes delay, such delay shall be at the Client's expense and risk.

DOPC shall be entitled to suspend performance until the Client has complied with this article.

9. Professional Competence and Quality

DOPC warrants that professionals engaged for the assignment possess the knowledge, experience and competence reasonably expected for the agreed activities.

Activities shall be performed according to professional standards customary within the industry.

DOPC provides no guarantee regarding results intended by the Client, nor regarding guarantees given by the Client to third parties, unless expressly agreed in writing.

Any liability shall be subject exclusively to the liability provisions contained in the Agreement for Services and these General Terms and Conditions.

10. Liability

DOPC shall perform the assignment with the care expected from a reasonably competent and diligent contractor.

If DOPC is liable for a failure to perform, liability shall be limited to direct damages resulting directly from such failure.

Liability for purely financial losses shall be limited to the fee paid and/or payable for the relevant assignment.

Liability for property damage or personal injury shall be limited to the amount paid under DOPC's liability insurance policy, increased by the applicable deductible, up to a maximum of € 5,000,000 per event.

DOPC shall maintain liability insurance customary for the nature and scope of its activities, with a minimum insured amount of € 5,000,000 per event.

Liability for indirect damages, including loss of profit, lost savings, business interruption, reputational damage and other consequential damages, is excluded unless caused by intent or willful recklessness.

DOPC shall not be liable for damages resulting from inaccurate, incomplete or untimely information provided by the Client.

Upon request, DOPC shall provide information regarding the coverage of its liability insurance..

11. Intellectual Property

During execution of the assignment, DOPC may use existing knowledge, skills and materials, including data, methods, procedures and systems owned by DOPC.

DOPC retains all intellectual property rights relating thereto, including any modifications developed during the assignment.

12. Early Termination

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

Either party may terminate the agreement with immediate effect if the other party is granted a suspension of payments, declared bankrupt, liquidated or otherwise ceases its business.

In case of early termination by the Client, DOPC shall be entitled to payment for work already performed and costs reasonably incurred as a consequence of the early termination.

13. Fees, Costs, Payment and Recovery of Costs

The Client shall pay DOPC the fees and specific expenses stated in the Agreement for Services.

Fees are exclusive of taxes and government charges.

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

The Client shall reimburse all judicial and extrajudicial collection costs reasonably incurred by DOPC due to non-payment.

14. Use of Electronic Communications

Both parties may use electronic means of communication.

Such use shall not constitute a breach of confidentiality obligations.

Electronic communications involve risks, including interception, manipulation and viruses.

Both parties shall take reasonable measures to mitigate such risks.

Neither party shall be liable for damages resulting from the use of electronic media provided reasonable precautions have been taken.

15. Force Majeure

Neither party shall be liable for failure to perform caused by circumstances beyond its reasonable control.

This exclusion does not apply to payment obligations.

16. Continuing Obligations

All rights and obligations intended to survive termination of the assignment shall remain fully effective after termination.

17. Complaints

Complaints relating to services performed and/or invoice amounts must be submitted in writing within sixty (60) days after dispatch of the relevant documents or receipt of the information concerned, or within sixty (60) days after discovery of the defect.

Complaints shall not suspend the Client's payment obligations.

If a complaint is justified and submitted in time, DOPC shall consult with the Client on an appropriate remedy.

The provisions of this article do not affect the complaint periods relating to delivered products as referred to in Article 7.3.

18. Governing Law

All assignments and agreements between the Client and DOPC shall be governed exclusively by the laws of the Netherlands.

19. Miscellaneous Provisions

These General Terms and Conditions form the basis of all agreements between the Client and DOPC.

Any amendments shall be recorded in the Assignment Letter.

In the event of conflict between these General Terms and Conditions and the Assignment Letter, the Assignment Letter shall prevail.

Neither party may assign rights or obligations arising from the assignment without the prior written consent of the other party.

September 2026

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