

GENERAL DELIVERY CONDITIONS TKH Security B.V.

TKH Security B.V., having its registered office in Haaksbergen, Chamber of Commerce number 30191139 (hereinafter referred to as: TKH Security)

Version September 2019 (4 pages)

Artikel 1

Definitions

Quotations: quotation(s) as provided to Client by TKH Security.

General Terms and Conditions: the general delivery conditions of TKH Security B.V., as included in this document.

Goods: Goods, products, parts, services and software.

Incoterms: The terms and conditions as established by the International Chamber of Commerce (ICC). If not explicitly stated otherwise, the version of the Incoterms as applicable at the time of entering into the Agreement will apply.

Delivery (deliveries): Delivery of Goods to Client from TKH Security by means of Delivery "ex works" or in another way (if explicitly agreed upon in writing).

Delivery "Ex works": Delivery of Goods for which TKH Security bears the costs, risk and insurance till the Goods are ready for transport.

Normal Working Hours: Working days (Monday through Friday) from 08:30 AM until 05:00 PM, with the exception of public holidays.

Client: the buyer, broker and any other customer that commissions TKH Security or has entered into an Agreement with TKH Security or intends to assign an order or to conclude an Agreement.

Agreement: that which has been agreed upon in writing between Parties (see article 4 of these General Terms and Conditions).

Parties: Client and TKH Security (collectively). Each is indicated as Party separately.

RMA request: Client's request to TKH Security to return Goods previously delivered by TKH Security to TKH Security for the purpose of replacing, repairing or reimbursement of the (purchase price of the) Goods.

Loss(es): Loss(es) as laid down in the Dutch Civil Code, including, but not limited to all claims, losses, liabilities, damages, actions and/or receivables.

Artikel 2

Applicability

- 2.1 These General Terms and Conditions apply to all Offers, Deliveries, services and / or Agreements between Client and TKH Security.
- 2.2 The applicability of Client's general (purchase) terms and conditions is explicitly rejected by TKH Security. Client's general (purchase) terms and conditions only bind TKH Security insofar as TKH Security has explicitly accepted these general (purchase) terms and conditions in writing.
- 2.3 These General Terms and Conditions also apply to all actions, Deliveries and work performed by TKH Security prior to the conclusion of an Agreement.

Artikel 3

Special offers

- 3.1 The TKH Security Quotations are non-committal and valid for 14 days, unless otherwise agreed upon.
- 3.2 The TKH Security Quotations are based on the execution of the work and the Delivery of the materials required for that purpose, under normal circumstances and during TKH Security's Normal Working Hours. In the case of Delivery or assembly outside of Normal Working Hours, a surcharge will be charged on the normal hourly rate.
- 3.3 TKH Security reserves the right to refuse orders and / or assignments without giving any reason.
- 3.4 TKH Security is only bound by what has been agreed upon in writing with Client.
- 3.5 No rights can be derived from the data specified in catalogues, images, drawings, standardisation sheets or elsewhere, except insofar as the data concerned is explicitly part of the written Agreement between TKH Security and Client.
- 3.6 The Goods are sold and delivered in accordance with the usual tolerances for dimensions, quantities and weights, unless explicitly agreed upon otherwise.
- 3.7 Slight differences in dimensions, small differences in colour or changes of a subordinate nature in construction or parts that are desirable for the sake of good realisation are permitted. TKH Security cannot be held liable for the latter.
- 3.8 Documents made available to Client by TKH Security prior to entering into the Agreement remain the property of TKH Security, regardless of whether an Agreement is concluded. These documents may not be reproduced or made accessible to third parties in any way. At the request of TKH Security,

these documents must be returned, regardless of whether an Agreement is concluded.

Artikel 4

Agreement

- 4.1 An Agreement between the Parties is established by TKH Security's order confirmation to Client.
- 4.2 The order confirmation sent by TKH Security is a fully valid proof of what has been agreed upon between TKH Security and Client. In the absence of an order confirmation, the invoice sent by TKH Security to Client prevails, unless any inaccuracies that Client has made known to TKH Security in writing within 5 working days after the date of dispatch of the invoice.
- 4.3 All changes to the original Agreement proposed by Client will count as additional work.

Artikel 5

Pricing

- 5.1 For the assignments accepted by TKH Security the prices and conditions agreed upon in writing apply.
- 5.2 Prices are exclusive of VAT and other taxes imposed by the authorities.
- 5.3 Modification of specified prices, even after dispatch of the order confirmation shall be expressly reserved. TKH Security is entitled to pass on rate increases to Client after the Agreement has been concluded, at which occasion Client is entitled to dissolve the Agreement in writing within 14 days of notification of the rate increase in compliance with statutory regulations.

Artikel 6

Costs

- 6.1 If the Delivery is postponed or accelerated at the request of Client, TKH Security is entitled to reimbursement of the costs involved, as well as reimbursement of the statutory interest on the price of the Goods involved in the deferment or of the contract price of the activities to be performed.
- 6.2 TKH Security is entitled to increase the net invoice amount exclusive of VAT with a credit restriction surcharge of 2% to be stated separately on the invoice. At payment before or on the due date, Client can deduct the relevant amount from the invoice.

Artikel 7

Payment

- 7.1 All payments must be made within 30 days from the invoice date, without deduction or settlement.
- 7.2 TKH Security is entitled to claim advance payment or security in lieu of payment at all times.
- 7.3 TKH Security is entitled to separately invoice any partial Delivery, including partial Delivery of a compound assignment. Besides, for assignments that require a long processing time TKH Security is entitled to invoice in instalments.
- 7.4 Failure by Client to meet its obligation to make payment or provide security entitles TKH Security, without prior notice of default, to suspend the execution of its obligations from these and all further Agreements with Client, without prejudice to its other powers in accordance with the legislation. Client is liable for the Loss suffered and to be suffered by TKH Security for this delayed Delivery.
- 7.5 If Client does not meet its payment obligations, TKH Security is entitled to charge a default interest of 1.5% per month from the invoice due date without further notice of default, without prejudice to TKH Security's right to claim additionally statutory (commercial) interest.
- 7.6 All costs related to the collection (both judicial and extra judicial collection costs, including the costs for lawyers, bailiffs and collection agencies), are for the account of the Client without a notice of default being required.

Artikel 8

Delivery

- 8.1 Agreed delivery times will never be regarded as firm dates, unless explicitly agreed upon otherwise. In the event of late Delivery Client must provide TKH Security with a written notice of default. Failure to Deliver in a timely manner does not entitle Client to suspend or settle its own obligations.
- 8.2 The term of delivery starts as soon as the Agreement has been concluded, all data necessary for the execution of the work are in the possession of TKH Security, all necessary permits, exemptions, approvals and / or assignments have been obtained, the place where the work must be carried out has been prepared in such a way that the Delivery can commence and Client has fulfilled all its obligations up to that point.
- 8.3 The agreed (delivery) term is extended by the time that the execution is delayed due to force majeure.
- 8.4 Delivery takes place "ex works", unless explicitly agreed upon in writing between TKH Security and Client.
- 8.5 Deliveries other than "ex works", as well as returns are executed at the expense and risk of Client. TKH Security may charge any costs associated with Delivery (other than "ex works") and/or returns to Client. If Delivery takes place in instalments, TKH Security has the right to regard each Delivery as a separate transaction.
- 8.6 If delivery (completion) cannot take place at the agreed time or within the agreed period, TKH Security is entitled to partial Delivery (completion) and to apply a reasonable subsequent delivery period.
- 8.7 If the Goods have been prepared by TKH Security for transport / are ready for Delivery and Client refuses to receive the Goods, either Client decides to leave the Goods at TKH Security, or the Goods cannot be delivered due to a circumstance attributable to Client, then, at the time of the refusal to

	take delivery of the Goods, or at the moment that Client indicates that the Goods will remain stored at TKH Security (temporary or permanently), or at the moment that TKH Security is confronted with the circumstance that it cannot deliver due to a circumstance attributable to Client, the risk of the Goods will immediately transfer to Client. In that case, TKH Security shall immediately be entitled to claim payment.	11.4	If Client does not meet its payment obligations, Client is held, without further notice of default, to make the Goods belonging to TKH Security available to the latter at the first request. TKH Security has the right to enter Client's property and take actual possession of the delivered Goods.
8.8	As soon as the Goods are ready for Delivery, TKH Security will store the Goods at the expense and risk of Client for up to 30 days after the invoice date, unless Client and TKH Security explicitly agreed upon otherwise. After the 30-day period, TKH Security is entitled to (partially or fully) dissolve the Agreement with Client without prior notice of default and without judicial intervention. TKH Security can recover all Loss(es) resulting from or related to the termination of the Agreement from Client.	11.5	Client will be obliged to assign all claims relating to benefits referred to in article 27 to TKH Security at the first request.
8.9	In the event of default of Client TKH Security has the right, after summons, to get rid of or find another destination for the Goods. Any proceeds will be credited to Client after deduction of all expenses payable by Client, without prejudice to TKH Security's right to demand full payment of the agreed price.	11.6	At the request of TKH Security Client shall provide forthwith all information relating to the Goods belonging wholly or partially to TKH Security.
8.10	TKH Security has the right to change the structure and composition of its products, also without notice to Client, as far as the value-determining factors remain the same.	11.7	TKH Security is at all times entitled to take possession of the Goods that are under Client (or third parties), but belong to TKH Security, as soon as it can reasonably assumed that there is a real chance that Client will not meet its obligations. The foregoing does not affect TKH Security's other rights, including the right to claim damages.
8.11	For interpretation of trade terms the Incoterms shall apply.	11.8	TKH Security is entitled to retain Goods which TKH Security has or will obtain from Client for whatever reason until all that Client owes TKH Security will be paid, unless Client has provided sufficient security for the latter. TKH Security has this right of retention too if Client is granted suspension of payment or if Client is declared bankrupt.
Artikel 9	Inspection obligation and delivery	Artikel 12	Pledging ban
9.1	Client is obliged to inspect the Goods immediately after Delivery for imperfections, inaccuracies and/or defects.	12.1	Transfer by one of the Parties of its rights and obligations arising from the Agreement is only permitted after obtaining written permission of the other Party.
9.2	Insofar as there is on site commissioning, the completion will be considered to be the actual delivery. The work is considered to have been completed when the whole has been put into full operation and Client has been notified thereof.	Artikel 13	Software and user rights
9.3	When the delivered product has been put into use by or on behalf of Client, the work shall be deemed to have been delivered. If - despite an agreement made for this purpose - a representative declared as authorised by Client is not present, delivery (completion) can take place without Client's explicit cooperation.	13.1	User rights to software are only transferred to Client by granting a user right by TKH Security.
9.4	Client signs for receipt of the Goods delivered by TKH Security, the transport document offered by TKH Security or the work order presented by the TKH Security employee. On these documents Client shall report any directly visible damage and/or shortcomings or problems encountered in the provision of services.	13.2	Client is not permitted to copy the software, in whole or in part, or have it copied.
9.5	Client allows TKH Security to check the complaint made at all times.	13.3	Client will not decompile or reverse engineer the software. Client will neither analyse nor otherwise examine the software, with the aim of exposing the underlying structure.
9.6	Violations of the provisions in this article will lead to the Client's lapse of complaint.	13.4	In the event of violation of the provisions of this article, Client will forfeit an immediately due and payable fine to TKH Security of € 100,000 for each violation and an immediately due and payable fine of € 10,000 for each day or part thereof, that this violation continues, without prejudice to TKH Security's right to claim full Compensation.
Artikel 10	Commissioning	13.5	The right of use only gives the right to use a single version of the software and does not provide an automatic right to upgrades.
10.1	Client ensures that the environment on the spot of commissioning has been prepared in such a way that the agreed work can be started immediately by TKH Security. If such is not the case, TKH Security is entitled to pass on to Client additional travel and accommodation costs as well as the waiting time. Client shall reimburse these additional costs.	Artikel 14	Development of software / programmes
10.2	Client shall provide, at its own expense and risk and without any compensation, sufficient storage, work and cafeteria space as well as the required electricity and water. Besides, Client shall ensure that all (including Occupational Health & Safety) legal regulations are complied with, and that necessary safety and other precautionary measures have been taken, which shall be maintained by Client during TKH Security's execution of the Agreement.	14.1	In the case of development of software / programs, Parties shall specify in writing which software will be developed and the way in which this will be performed. TKH Security will develop the software on the basis of the information provided by Client.
10.3	Client is obliged to take out and maintain a usual CAR insurance or equivalent insurance, in which TKH Security (and the subcontractors engaged by TKH Security for the execution of the Delivery) is included as co-insured if the Delivery is intended for the Client's business, unless otherwise agreed upon in writing.	14.2	TKH Security is entitled, but not obliged, to investigate the accuracy and completeness of the data or specifications made available to it and, in the event of any imperfections, to suspend the planned work until Client will have removed the relevant imperfections.
10.4	If it has been agreed that materials will be installed on site, additional work (as referred to in article 4.3 of these General Terms and Conditions) will be for the account and risk of Client.	14.3	If and insofar as this has been explicitly agreed upon in writing, the technical documentation produced during the development of the software can be made available to Client. Such a provision does not imply a transfer of intellectual property rights.
10.5	TKH Security is not liable for Losses that may arise during the installation work, unless the Losses are due to intent or gross negligence.	Artikel 15	Intellectual property
10.6	Client is liable for and obliged to compensate Losses and costs that TKH Security might suffer, unless these Losses or costs are due to intent or gross negligence on the part of TKH Security's employees.	15.1	All intellectual property rights, including in any case (but not exclusively) patent rights, trademark rights, design rights and copyright, on (among other things) designing the Goods and / or services, know-how, information from / by TKH Security, are at all times vested in TKH Security.
Artikel 11	Retention of title	15.2	When Client commissions TKH Security to multiply or reproduce an object protected by any intellectual property rights, Client guarantees that no infringement of said rights of parties other than Parties will be made.
11.1	As long as Client has not fully complied with its obligations towards TKH Security (as arising from the Agreement), TKH Security remains the owner of all Goods sold and or delivered by the latter to Client, regardless of whether these have already been paid.	15.3	Client is not permitted to remove or change any indication of intellectual property - in the broadest sense of the word - from the Goods and / or services supplied and from the know-how, including indications regarding the confidential nature and secrecy of the know-how.
11.2	Client has no right to dispose of, rent out or mortgage the Goods in any way, as long as no (full) payment to TKH Security has taken place, except and insofar it concerns the normal course of Client's business, in which case Client will assign its claim on third parties already now for then to TKH Security as security for the latter's claim on Client. Client shall provide the deed(s) of assignment at TKH Security's first request.	Artikel 16	Confidentiality obligation
11.3	At amalgamation or mixing of the Goods with Goods of Client and third parties or in case of specification, TKH Security will remain or obtain the property for its part in the whole of the existing or arisen Goods.	16.1	Client guarantees at all times that no information regarding the manufacturing and / or construction methods used by TKH Security is shown or disclosed to third parties or used by the latter, or otherwise brought to the attention of third parties in the broadest sense of the word.
		16.2	Client is aware that the know-how provided by TKH Security contains confidential information and trade secrets of TKH Security. Client undertakes to keep this know-how secret, not to disclose it to third parties or allow it to be used and even to use it for the purpose for which it has been made available to Client. In this context, third parties also include all persons working in Client's the organization who do not necessarily need to use the know-how.
		Artikel 17	Complaints and acceptance
		17.1	Complaints with regard to visible defects must be effected immediately after discovery, but within 14 days after the actual transfer of the Goods to Client. Complaints about non-visible defects must be effected within a reasonable time after discovery, but no later than 14 days after the expiry of the

	guarantee period in a written specified notification from Client to TKH Security.	19.6	TKH Security is not liable for economic losses, indirect Losses, consequential losses, lost profit, lost savings, reduced goodwill, Losses due to business interruption or Losses due to exceeding a period.
17.2	If Client does not submit a complaint within the meaning of 17.1, the Delivery will be deemed unconditionally accepted.	19.7	TKH Security is not liable for Losses if Client does not hold TKH Security liable for the Losses in writing within 14 days after having been informed of the cause of the damage, if Client does not do everything that may reasonably be expected of it to limit the Losses and does not offer TKH Security the opportunity to investigate the cause of the damage.
17.3	Legal claims regarding complaints must be initiated within 2 years after a timely complaint (see article 17, paragraph 1), on pain of forfeiture.	19.8	Client is responsible for the accuracy and completeness of and is responsible for the data that it provides to TKH Security. TKH Security shall never be liable for Losses suffered by Client as a result of the incorrect or incomplete information provided by it.
17.4	In the case of claims TKH Security is only obliged to complement or replace the not delivered or not properly delivered Goods. If transport is carried out by third parties by order of TKH Security, Client must complain in good time in accordance with the applicable transport conditions, at the risk of forfeiting all claims on TKH Security.	19.9	If Client has third parties carry out actions or operations with Goods delivered by TKH Security, without having been authorised explicitly and in writing by TKH Security, TKH Security can never be liable for Losses.
17.5	Return shipments will only be accepted by TKH Security if the return shipment has been announced by Client through an RMA request and after TKH Security has approved an RMA request. Client shall be held to the instructions of TKH Security for the return shipment.	19.10	In no event TKH Security can be held liable for Losses and / or fine(s) as a result of exporting (having exported) the Goods by Client or third parties, in particular if the Goods do not meet the legal and other standards of the country to which the Goods are exported.
17.6	The specifications supplied by TKH Security and information related to the Goods are voluntary and do not release Client from its obligations to examine the Goods.	19.11	The exclusion of liability or limitation thereof in accordance with these General Terms and Conditions applies irrespective of whether the Losses were caused by subordinates of TKH Security or non-subordinates who performed work for TKH Security on behalf of its business.
17.7	During use and / or consumption of delivered Goods TKH Security shall never be liable for the compliance with laws, regulations and other requirements of competent authorities.		
Artikel 18	Warranty	Artikel 20	Resale by Client
18.1	TKH Security provides warranty on all Goods for a period of two years after the date of the invoice.	20.1	Client will be obliged to only offer (have offered), to sell (have sold) and supply (have supplied) the Goods to third parties at a selling price which is not below the price used by TKH Security.
18.2	Warranty does not cover defects of Goods if these defects are directly or indirectly the result of wear and tear, non-compliance with operating or maintenance instructions, careless use, careless installation and / or if the Goods have been modified without the express approval of TKH Security. Changes include, but are not limited to: additions, modifications, replacements, repairs, maintenance work, disassembly, updates, or other changes by Client or by third parties.	20.2	Client is obliged to sell and deliver Goods in the original, undamaged packaging from TKH Security, unless and insofar as written consent was obtained from TKH Security.
18.3	TKH Security does not guarantee that the software supplied by it is accessible at all times and without interruptions or malfunctions. TKH Security is in no way liable or liable for compensation vis-à-vis Client for any Losses that result from or is the result of (temporarily) being unavailable or (intermediate) failure of the software.	20.3	Client is obliged to cooperate in an investigation of its administration to check the provisions of Article 14 by actually granting access to a (register) accountant to be designated by TKH Security.
18.4	Warranty on fans and power supplies of the Goods delivered by TKH Security is explicitly excluded.	20.4	In the event of delivery to third parties, Client is obliged to ensure that this delivery is in accordance with, and with reference to the General Terms and Conditions, with the obligation for the buyer(s) to include the same clauses in their Agreements with third parties.
18.5	The warranty is voided for external causes, such as lightning, fire or (rain) water.	20.5	In the event of a total or partial violation of this article, Client owes TKH Security an immediately due and payable penalty, without notice of default, of 5000,- Euro per violation per (part of a) day, without prejudice to TKH Security's right to full Compensation.
18.6	If, in the opinion of TKH Security, the warranty claim is justified, TKH Security is free to repair the relevant Goods, to replace them or to perform the service once more, or to compensate Client in another way.	Artikel 21	Transferability / subcontracting
18.7	The guarantee does not extend beyond bringing the Goods into the state as they were in at the time of Delivery (in accordance with article 8 of the General Terms and Conditions) to Client.	21.1	Neither Party can transfer its rights and obligations under an Agreement to a third party without the prior written consent of the other party. Companies affiliated with TKH Security are not considered as third parties within the meaning of this article.
18.8	If the Delivery of TKH Security consists of Goods that are (partly) manufactured by third parties, the guarantee of TKH Security does not go beyond what is guaranteed by the suppliers of TKH Security.	21.2	TKH Security can engage third parties in the performance of its obligations under an Agreement.
18.9	If, in the opinion of TKH Security, the warranty claim has been wrongly made, or if there is an unauthorised change, as referred to in article 18.1, TKH Security is entitled to charge Client inspection costs, with a minimum of 75 Euro (ex VAT).	Artikel 22	Cancel
18.10	Warranty claims will only be accepted by TKH Security if the warranty claim has been submitted to TKH Security in writing within 14 days after the defect was discovered by means of an RMA request and after TKH Security has approved an RMA request. Client shall be held to the instructions of TKH Security for the return shipment.	22.1	If Client wishes to cancel an assignment commissioned to TKH Security, it must send written notification thereof to TKH Security.
18.11	If Client does not fully or partially comply with the Agreement with TKH Security, TKH Security is not obliged to realise warranty claims with regard to these Agreements.	22.2	Premature termination by Client of a concluded Agreement can only take place with the prior written permission of TKH Security.
		22.3	If TKH Security agrees with the termination, Client will owe TKH Security a compensation of at least 25% of what Client would have had to pay to TKH Security in the performance of the Agreement, without prejudice to TKH Security's right to full compensation for expenses incurred and Losses suffered.
Artikel 19	Liability	22.4	Cancellations are limited to Goods that are delivered or manufactured directly by TKH Security. Goods, business, services, and agreements made, recorded or involved with third parties within the framework of the Agreement, are explicitly excluded from cancellation.
19.1	TKH Security is not liable for Losses due to not, not timely or not properly executing an Agreement or associated with an Agreement, or claims otherwise pursuant to the Law, unless and to the extent that Client is able to demonstrate intent on the part of TKH Security.	Artikel 23	Indemnification
19.2	TKH Security is not liable for Losses if Client is in default towards TKH Security; the Goods delivered have been exposed to abnormal circumstances by Client, its employees or third parties employed by it, or have been handled carelessly or improperly; the Goods delivered have been stored by Client, its employees or third parties engaged by it for a longer period than normal and it is likely that a loss of quality has occurred as a result thereof.	23.1	Client is obliged to indemnify TKH Security for all costs and Losses TKH Security might incur because third parties bring an action against TKH Security with regard to any fact, for which liability towards Client is excluded in these General Terms and Conditions.
19.3	TKH Security is not liable for the consequences of the instructions given by Client or third parties that act on behalf of Client, which deviate from the performance stated in the Agreement.	Artikel 24	Third party clause
19.4	TKH Security is not liable for functional unsuitability of materials and constructions, both existing and prescribed by Client, to which or on which the work to be carried out by TKH Security must take place.	24.1	All provisions relating to the exclusion or limitation of liability of TKH Security and to the safeguard of TKH Security for claims by third parties, are also stipulated for the benefit of those, both in the service of TKH Security and third parties, for whose acts or omissions TKH Security may be held liable.
19.5	Any liability for Losses is expressly limited to the amount of the (partial) invoice value of the Delivery, as well as limited to a maximum of the amount paid out by TKH Security's insurer.	Artikel 25	Dissolution
		25.1	If Client defaults towards TKH Security with timely payment or to fulfil other obligations, TKH Security has the right to dissolve the contract without notification of default being required by means of a written statement, without prejudice to the right of TKH Security to full compensation for costs, Losses, loss of profits, and all other rights by virtue of the law.

- 25.2 Besides, TKH Security has the authority to dissolve on the basis of this article if TKH Security judges that Client is considered less creditworthy, or if Client is in suspension of payment, declared bankrupt or in the event of a strike or liquidation of Client's business.
- 25.3 The Losses suffered or still to be suffered as referred to in this article shall at least amount to 10% of the agreed price, without TKH Security being obliged to demonstrate that these Losses have been or will be suffered. These Losses will be treated as an advance on the full compensation.
- 25.4 In the event of dissolution on the basis of this article, a credit granted by TKH Security to Client is immediately due and payable, without further notice of default being required.

Artikel 26 Force majeure

- 26.1 In the event of a shortcoming of a Party in the performance of the contract, which failure cannot be attributed to the failing Party, the implementation of the Agreement or the relevant part will be suspended. Parties will inform each other of such a situation as soon as possible. If such a suspension has lasted for three months or as soon as it has been determined that it will last for at least three months, either party may fully or partially terminate the Agreement with immediate effect by registered letter, without any party being liable for any compensation for any Loss(es) to the other.
- 26.2 A non-attributable shortcoming on the part of TKH Security includes (but is not limited to):
- a. damage caused by natural disasters or storm damage;
 - b. war, threat of war and/or any other form of armed conflict or threat thereof which impedes the Delivery of Goods or raw materials;
 - c. strikes, forced closure of business, riot and any other form of interference or obstruction caused by third parties which impedes the Delivery of Goods or raw materials;
 - d. loss of or damage to Goods during transportation;
 - e. sickness of one or more employees that are hard to replace;
 - f. legislative or administrative measures by the government which impede deliveries, including import and export prohibitions;
 - g. prohibition or obstruction of Delivery to TKH Security imposed by organisations, institutions, groups or contractual forms of cooperation to which TKH Security is affiliated or of which it forms a part;
 - h. lack of or interference in means of transport, production equipment or energy facilities;
 - i. fire or other accidents in TKH Security's company;
 - j. non-delivery or late delivery by suppliers to TKH Security;
 - k. stagnation of the supply of Goods, raw materials and / or energy;
 - l. Terrorism, or threat of terrorism;
 - m. Unusual traffic intensity or weather conditions.

Artikel 27 Insurances

- 27.1 Client is obliged to take out and maintain the usual insurance policies at its own expense and risk. This insurance must also include the interest of TKH Security (in particular, but not exclusively, against the financial consequences of damage, loss, theft or destruction of Goods).
- 27.2 In the event of a calamity (as meant in the meaning of, among other things (but not exclusively) damage, loss, theft or destruction of Goods), Client must compensate TKH Security for the financial consequences thereof.
- 27.3 TKH Security shall never be liable for Losses that are usually covered by insurance.
- 27.4 TKH Security shall at all times have the right to access and inspect the insurance policy as referred to in this article.

Artikel 28 Invalidity / destruction

- 28.1 If one or more clauses of these General Terms and Conditions are deemed void or destroyed, this does not affect the validity of the other clauses of these General Terms and Conditions.

Artikel 29 Applicable law and disputes

- 29.1 All Offers, Deliveries, services and / or Agreements between Client and TKH Security to which the General Terms and Conditions apply are exclusively subject to Dutch law.
- 29.2 The uniform law on the international sale of movable properties (Act of December 15th 1971) and the Convention on Contracts for the International Sale of Goods Act agreed upon within the framework of Uncitral on April 11st 1980 in Vienna, do not apply.
- 29.3 All disputes between Parties shall in the first instance be settled by the competent Dutch court in The Hague, without prejudice to TKH Security's right to take legal action before the competent court in the city where it has its registered office.

Artikel 30 Other provisions

- 30.1 If there is a difference between the various language versions of these General Terms and Conditions, the Dutch version will prevail.