

DI Installaties

Electrical engineering · Software & control · Control panel construction · Installation

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KVK: 42146613

De Wolken 3, 8254 AN

Dronten, Netherlands

Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. DI Installaties

DI Installaties, established in Dronten and registered in the Commercial Register of the Chamber of Commerce under number 42146613, hereinafter referred to as: “DI Installaties”.

2. Client

Any natural person acting in the exercise of a profession or business, or legal entity, that awards an Assignment to DI Installaties or enters into an Agreement with DI Installaties.

3. Agreement

Any agreement between DI Installaties and the Client concerning the performance of Work and/or the supply of Software, Materials, Documentation or other products and services.

4. Assignment

The specific work and/or supplies that DI Installaties performs for the Client, as recorded in a quotation, order confirmation, agreement or other written arrangement.

5. Work

All work performed by DI Installaties, including electrical engineering, design and drafting, consultancy, PLC and HMI programming, software development, control and automation work, control cabinet design, panel and control cabinet construction, assembly, installation, testing, commissioning, maintenance, service and fault resolution work.

6. Software

All software developed, modified, configured or made available by or on behalf of DI Installaties, including PLC and HMI software, source code, project files, configurations, scripts, libraries and other software components.

7. Materials

All physical materials, parts, components, equipment, control cabinets and other items processed, assembled, supplied or made available by DI Installaties.

8. Documentation

All technical information and documents produced, modified or provided by DI Installaties, including drawings, electrical diagrams, calculations, designs, reports, manuals, parts lists, configuration data and project documentation.

9. Completion

The moment at which DI Installaties notifies the Client that the agreed Work, Software, Materials and/or Documentation are ready, in full or for the agreed part, for use, testing, acceptance or being put into operation.

10. Additional Work

All work and/or supplies falling outside the originally agreed scope of the Assignment that are added, changed or prove necessary during performance.

11. In Writing

Communication in written or electronic form, including email, insofar as the identity of the sender and the content of the communication can be sufficiently established.

12. Third Parties

Any natural person or legal entity that is not a party to the Agreement, including suppliers, manufacturers, subcontractors and other parties engaged by DI Installaties or the Client.

Article 2 - Applicability of the general terms and conditions

1. Applicability

These general terms and conditions apply to all offers, quotations, Assignments, Agreements, Work and supplies of DI Installaties and to all follow-up assignments arising therefrom.

2. Business clients

These general terms and conditions apply exclusively to Clients acting in the exercise of a profession or business.

3. General rule

These general terms and conditions apply to every Assignment, unless DI Installaties and the Client have expressly agreed otherwise in writing for the Assignment concerned.

4. Deviating arrangements

If a quotation, order confirmation, Agreement or other written record expressly deviates from a provision of these general terms and conditions, that deviation shall apply exclusively to the relevant part and the Assignment concerned. These general terms and conditions shall remain fully applicable to all other parts.

5. Client's terms and conditions

General terms and conditions, purchasing conditions or other conditions of the Client shall not apply unless DI Installaties has expressly accepted their applicability in writing.

6. Void or invalid provisions

If a provision of these general terms and conditions proves to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force. If necessary, the parties shall agree on a replacement provision that corresponds as closely as possible to the purpose and intent of the original provision.

7. No waiver of rights

Failure by DI Installaties to exercise a right, or to exercise it immediately, shall not constitute a waiver of that right.

8. Provision of the terms and conditions

DI Installaties shall make these general terms and conditions available to the Client before or upon entering into the Agreement. The general terms and conditions may also be made available electronically.

Article 3 - Quotations and formation of the Agreement**1. Quotations**

All offers and quotations of DI Installaties are without obligation, unless expressly stated otherwise in the quotation concerned.

2. Validity period

A quotation is valid for the period stated in it. If no period is stated, a validity period of 30 days from the quotation date shall apply.

3. Content of the quotation

The quotation is based on the information, drawings, specifications, requirements and other data provided by the Client at that time. DI Installaties may assume that this information is correct and complete.

4. Formation of the Agreement

An Agreement is formed as soon as the Client accepts a quotation or order from DI Installaties in writing, or as soon as DI Installaties commences performance of the Assignment at the request or with the consent of the Client, even if no signed quotation, order confirmation or other written acceptance has yet been received at that time.

5. Scope of the Assignment

Only the Work, supplies and performance expressly described in the quotation, order confirmation or Agreement form part of the agreed Assignment. Work or supplies not included therein do not form part of the agreed price and may be performed and invoiced as Additional Work.

6. Technical premises

Specifications, capacities, performance levels, tolerances, standards and other technical premises apply only insofar as they are expressly recorded in the Assignment. Changes to the premises provided by the Client may affect the price, schedule and performance.

7. Budgets and estimates

Budgets, estimates of hours and materials, and schedules provided by DI Installaties are indicative, unless it has been expressly agreed in writing that a fixed price, fixed quantity or binding deadline applies.

8. Obvious errors

Obvious clerical, calculation, programming or other errors in offers, quotations, calculations or other documents shall not bind DI Installaties.

9. Changes before commencement

Changes requested by the Client after the quotation has been issued but before or during performance of the Assignment may lead to adjustments to the price, schedule, choice of materials and/or scope of the Assignment. The provisions on changes and Additional Work apply thereto.

10. Third-party price changes

If demonstrable price changes occur between the issue of the quotation and performance at suppliers, manufacturers or other third parties on whom DI Installaties depends for performance, DI Installaties may pass on these price changes insofar as this is permitted under the Agreement and no deviating fixed-price arrangement has been made in this respect.

Article 4 - Performance of the Assignment**1. Due care in performance**

DI Installaties shall perform the Assignment to the best of its judgement and ability, with due care and professional competence, in accordance with the specifications and premises agreed in writing.

2. Obligations of effort and obligations to achieve a result

Work performed by DI Installaties constitutes an obligation of effort, unless a concrete and sufficiently determinable result has been expressly agreed in writing for a specific part of the Assignment. Such an agreed result applies exclusively to the relevant part of the Assignment.

3. Method of performance

Within the agreed Assignment, DI Installaties shall independently determine how the Work is performed, taking into account the agreed technical requirements, applicable laws and regulations and agreed standards.

4. Client's instructions

DI Installaties shall take account of reasonable instructions from the Client insofar as they fall within the agreed Assignment. Instructions that change the scope, performance, schedule or technical premises of the Assignment may be regarded as a change or Additional Work.

5. Technically unsound instructions

DI Installaties is not obliged to carry out an instruction that, in its professional judgement, is technically unsound, unsafe or contrary to laws or regulations, applicable standards or the agreed specifications.

6. Information from the Client

In performing the Assignment, DI Installaties may rely on the correctness and completeness of the information, drawings, diagrams, software, specifications, calculations and other data provided by or on behalf of the Client.

7. Dependencies and existing installations

If the Work is performed on or in connection with existing machines, installations, software or systems of the Client or third parties, DI Installaties is not responsible for pre-existing defects, deviations or shortcomings falling outside the agreed Assignment. If such circumstances affect performance, the resulting additional Work may be treated as Additional Work.

8. Work on site

When DI Installaties performs Work at a location of the Client or a third party, the Client shall ensure timely and safe access to the location and the reasonably required facilities, information, permits and safety instructions that fall under the Client's responsibility.

9. Safety on site

The Client shall ensure that the workplace, machines and installations on which DI Installaties is to perform work are safely accessible in accordance with the applicable requirements. DI Installaties may suspend Work if, in its reasonable judgement, safe performance is not possible.

10. Engagement of third parties

DI Installaties is entitled to engage suitable third parties, suppliers or specialists to perform parts of the Assignment, unless expressly agreed otherwise in writing for the Assignment concerned.

11. Consequences of delay caused by the Client

If DI Installaties is unable to perform the Work, or to perform it on time or according to schedule, due to circumstances at the Client's expense or risk, DI Installaties may adjust the schedule and charge the additional costs reasonably incurred as a result as Additional Work.

Article 5 - Client's obligations and cooperation**1. Cooperation**

The Client shall provide in good time all cooperation reasonably necessary for proper and timely performance of the Assignment by DI Installaties.

2. Information and data

The Client shall provide in good time all information, drawings, diagrams, specifications, software, configurations, safety information, standards, access codes and other data necessary or relevant to performance of the Assignment. The Client warrants their correctness, completeness and usability.

3. Changes to information provided

The Client shall inform DI Installaties without delay if information, specifications, premises or circumstances provided change or prove no longer to be correct or complete.

4. Responsibility for premises

The Client is responsible for the functional requirements, process data, machine data and other premises prescribed by or on behalf of the Client, unless checking or establishing them expressly forms part of DI Installaties' Assignment.

5. Access to machines and systems

The Client shall ensure that, at the agreed times, DI Installaties has access to the locations, machines, installations, control systems, software and other facilities necessary for performance of the Assignment.

6. Workplace and facilities

For Work on site, the Client shall provide a safe and suitable workplace and the reasonably necessary facilities, including, where applicable, electricity, a network connection, access to machines and installations and the required safety facilities.

7. Safety and procedures

The Client shall inform DI Installaties in advance of the safety, access and company rules applicable at the location and of any particular risks that may be relevant to performance of the Work.

8. Backups

Before DI Installaties performs Work on existing Software, PLC, HMI, SCADA, control or other digital systems, the Client shall ensure that an up-to-date and usable backup is available, unless creating and/or managing that backup expressly forms part of DI Installaties' Assignment.

9. Third-party rights

The Client warrants that the data, Software, drawings, documentation and other materials provided by it to DI Installaties may be used by DI Installaties for performance of the Assignment and do not infringe third-party rights.

10. Decisions and approvals

The Client shall ensure that necessary decisions, checks, approvals and releases take place in good time. A delay in this respect may lead to adjustment of the schedule and, where applicable, to Additional Work.

11. Consequences of insufficient cooperation

If the Client fails to fulfil its obligations under this article, or fails to fulfil them fully or on time, DI Installaties is entitled to suspend performance of the Assignment, adjust the schedule and charge the reasonable additional costs incurred as a result as Additional Work.

12. No responsibility outside the Assignment

DI Installaties is not responsible for consequences arising from incorrect, incomplete or late information or from other shortcomings in the Client's cooperation, insofar as these consequences cannot be attributed to DI Installaties.

Article 6 - Engineering, designs and technical documentation**1. Scope of engineering**

DI Installaties performs engineering, design and drafting work in accordance with the functional and technical premises recorded in the Assignment. Work not expressly included in the agreed scope does not form part of the Assignment.

2. Premises and data supplied

Designs, calculations, diagrams, drawings, parts lists and other Documentation are prepared on the basis of the information available to DI Installaties and provided by the Client or third parties. Changes or inaccuracies in this information may give rise to adjustments to the design, schedule, price and/or performance.

3. Standards and requirements

In performing the Assignment, DI Installaties takes account of the standards, guidelines and technical requirements expressly agreed for the Assignment. If the application of specific standards, client specifications or industry requirements is required, this must have been made known when the Assignment was awarded.

4. Checking and approval

If the Assignment provides for a design, diagram or documentation review by the Client, the Client must check the Documentation submitted for approval within the agreed period and communicate any comments in writing.

5. Changes after approval

Changes requested by the Client after approval or release of a design, diagram, drawing, parts list or other Documentation may be regarded as Additional Work and may affect the schedule, price, Materials already ordered and Work already performed.

6. Selection of products and components

DI Installaties is entitled to select suitable components and materials within the agreed technical requirements, unless specific manufacturers, types or components are prescribed in the Assignment.

7. Prescribed components and solutions

If the Client prescribes particular components, manufacturers, designs, software, working methods or technical solutions, the Client is responsible for their suitability for its intended purpose, unless assessing this expressly forms part of DI Installaties' Assignment.

8. Availability and technical replacement

If an agreed component is unavailable, is not available on time, is no longer produced or has been technically modified, DI Installaties may propose a technically equivalent alternative. A replacement affecting functionality, price or schedule shall be coordinated with the Client.

9. Revision documentation

Incorporating changes in revision or as-built documentation forms part of the Assignment only if agreed. Its form, content and time of delivery may be specified in more detail in the Assignment.

10. File formats and source files

The form and file format in which Documentation is supplied are determined by the Assignment. Editable design and source files, including EPLAN project files, CAD files, libraries, macros, templates and other development files, shall be provided only if agreed in the Assignment.

11. Use for the agreed purpose

Designs and Documentation provided by DI Installaties are intended for the purpose agreed in the Assignment. Their use for other machines, installations, projects or applications falls outside the original Assignment, unless otherwise agreed in writing.

12. Intellectual property

The provision or delivery of Documentation does not automatically entail the transfer of intellectual property rights or ownership of underlying development files. The provisions on intellectual property and rights of use in these general terms and conditions remain applicable.

Article 7 - Software, PLC, HMI and control software**1. Scope of the software work**

DI Installaties develops, configures, modifies and/or programs Software in accordance with the functional and technical specifications recorded in the Assignment. Only the functionalities agreed therein form part of the Assignment.

2. Functional specifications

The Software is developed on the basis of the agreed functional description and the process, machine and installation data provided by the Client. The Client is responsible for the correctness and completeness of these data, unless establishing them expressly forms part of the Assignment.

3. Changes during development

Changes or extensions to functionality, process descriptions, I/O, communication, operating concepts, safety functions or other premises after commencement of the Work may be regarded as Additional Work and may affect the price and schedule.

4. Existing Software

When modifying existing Software, DI Installaties may rely on the existing condition and the available Documentation. Investigating, correcting or modifying existing errors, undocumented functions or changes made by third parties forms part of the Assignment only insofar as expressly agreed.

5. Third-party software

Software, firmware, development environments, libraries, drivers and other software of third parties are also subject to the licence and use conditions of the relevant supplier. DI Installaties is not responsible for changes to, restrictions on or termination thereof by the relevant supplier.

6. Testing

DI Installaties tests the Software it has developed or modified insofar as reasonably possible within the agreed Assignment and available test environment. If full testing is possible only on the final machine or installation, it shall take place during the agreed testing and/or commissioning work.

7. Commissioning

If commissioning forms part of the Assignment, the Client shall provide a suitable and safe machine or installation for that purpose and ensure the presence of the necessary facilities, materials, signals, peripherals and authorised persons.

8. Safety functions

Software-based or programmable safety functions shall be designed, modified, validated or commissioned by DI Installaties only insofar as this expressly forms part of the Assignment. The agreed responsibilities for risk analysis, safety concept, validation and conformity assessment shall be determined for each Assignment.

9. Source code and project files

Source code, PLC and HMI project files, configuration files and other editable Software shall be provided or transferred to the Client only if and insofar as this has been expressly agreed in writing in the Assignment concerned.

10. Use after provision

If source code or project files are provided to the Client in accordance with the Assignment, this does not automatically entail the transfer of the intellectual property rights therein. The agreed rights of use and modification and the provisions on intellectual property in these general terms and conditions remain applicable.

11. Proprietary libraries and standard components

Standard software, libraries, functions, function blocks, templates, frameworks, scripts, methods and other reusable components developed or used by DI Installaties remain the property of DI Installaties, unless expressly agreed otherwise in writing for the Assignment concerned.

12. Changes by the Client or third parties

DI Installaties is not responsible for errors, malfunctions, safety problems or other consequences arising after the Client or a third party has modified or extended the Software or used it otherwise than agreed, insofar as these consequences are attributable to that modification or use.

13. Backup before changes

Work on existing Software is subject to the responsibility, set out in these general terms and conditions, for having an up-to-date and usable backup available, unless creating it forms part of the Assignment.

14. No absolute guarantee of error-free Software

DI Installaties warrants that, upon completion, the Software it has developed substantially functions in accordance with the specifications agreed in writing for the Assignment concerned. DI Installaties does not guarantee that Software will operate uninterruptedly or entirely without errors under all circumstances. Defects falling within the agreed warranty conditions shall be handled in accordance with the provisions on warranty and rectification.

Article 8 - Materials, components and control cabinets**1. Applicability**

This article applies to Materials, components, equipment, control cabinets, operator panels and other physical items that DI Installaties supplies, processes, assembles or purchases for performance of an Assignment.

2. Specifications

DI Installaties supplies Materials and components in accordance with the technical specifications agreed in the Assignment. If no specific brand, type or manufacturer has been agreed, DI Installaties is entitled to select Materials and components that, in its professional judgement, are suitable for the agreed application.

3. Prescribed Materials and components

If the Client prescribes particular Materials, components, manufacturers or types, the Client is responsible for their suitability for the intended purpose, unless assessing that suitability expressly forms part of DI Installaties' Assignment.

4. Availability of components

DI Installaties depends on the availability and supply of Materials and components by manufacturers and suppliers. If an agreed component cannot be supplied, cannot be supplied on time or is no longer available, DI Installaties shall notify the Client as soon as possible.

5. Replacement components

In a situation as referred to in paragraph 4, DI Installaties may propose a technically equivalent or suitable alternative. If the replacement affects functionality, price, delivery time or other agreed specifications, this shall be coordinated with the Client before the replacement is made.

6. Price changes

Demonstrable price changes in Materials or components occurring after conclusion of the Agreement that could not reasonably have been anticipated in the agreed price may be passed on to the Client insofar as no deviating fixed-price arrangement has been made for the Assignment concerned.

7. Control cabinet construction and assembly

Control cabinets and panels are built and assembled in accordance with the drawings, specifications and technical premises agreed for the Assignment. Any inspections, tests or specific documentation shall be carried out or supplied insofar as they form part of the Assignment.

8. Changes during production

Changes requested by the Client after Materials have been ordered or production or assembly has commenced may be regarded as Additional Work. Costs already incurred, Materials ordered and parts that can no longer reasonably be used may be charged to the Client in this respect.

9. Items supplied by the Client

Materials, components or equipment made available by the Client shall be processed at the Client's expense and risk. DI Installaties is not responsible for defects or unsuitability thereof that it could not reasonably have been expected to discover during a normal inspection.

10. Manufacturer's warranty

Manufacturer's or supplier's warranties may apply to purchased Materials and components of third parties. Insofar as a defect relates exclusively to such a component, DI Installaties may use the manufacturer's or supplier's applicable warranty procedure for its assessment and handling. DI Installaties' own obligations towards the Client remain applicable insofar as they arise from the Agreement or these general terms and conditions.

11. Spare parts and availability

DI Installaties does not guarantee that Materials or components produced by third parties will remain available for a particular period, unless express written arrangements have been made in this respect for the Assignment concerned. If DI Installaties becomes aware of a relevant phase-out of a specific component of material importance to an Assignment, it shall inform the Client where reasonably possible.

12. Ownership and risk

Ownership of supplied items and the moment at which their risk passes to the Client are governed by the separate provisions on delivery, transfer of risk and retention of title.

Article 9 - Delivery, transport and transfer of risk**1. Place of delivery**

Delivery shall take place at the location agreed in the Assignment. If no location has been agreed, delivery shall take place at DI Installaties' business premises or at another location designated by DI Installaties.

2. Method of delivery

The method of delivery, dispatch, transport, collection and any assembly or installation shall be agreed for each Assignment. Transport, packaging, insurance and other related costs shall be borne by the Client, unless otherwise agreed in writing.

3. Delivery periods

Delivery and performance periods specified by DI Installaties are indicative, unless a binding period has been expressly agreed in writing in the Assignment.

4. Dependence on suppliers

If delivery or performance depends on Materials, components, Software or services of third parties, delivery times are also determined by their availability. A delay at a supplier or manufacturer that is reasonably beyond DI Installaties' control does not in itself entitle the Client to damages or dissolution of the Agreement.

5. Ready for delivery

DI Installaties may inform the Client in writing as soon as items are ready for delivery or collection. The Client must then cooperate with delivery or collection within the agreed period.

6. Deferred receipt

If the Client is unable or unwilling to take receipt of items at the agreed time, DI Installaties is entitled to store them at the Client's expense and risk. The storage, transport, insurance and other costs reasonably resulting therefrom may be charged to the Client.

7. Transfer of risk

The risk of loss, damage or destruction of supplied items passes to the Client upon delivery at the agreed location or, if the Client collects the items, when they are made available to the Client or a carrier designated by it.

8. Transport by DI Installaties

If DI Installaties organises transport, this does not mean that DI Installaties bears the risk during transport if a different moment of transfer of risk has been agreed in writing. Transport insurance shall be taken out only if this forms part of the Assignment.

9. Delivery in parts

DI Installaties is entitled to deliver or perform an Assignment in parts if the nature of the Assignment reasonably permits this. Partial deliveries and completed parts may be invoiced separately.

10. Visible transport damage

Upon receipt, the Client must, insofar as reasonably possible, check the supplied items for visible transport damage, missing parts and other immediately observable deviations and report these to DI Installaties in writing as soon as possible.

11. Assembly and installation

Delivery of a control cabinet, panel, component or other item does not automatically include assembly, connection, installation or commissioning. This Work forms part of the Assignment only if expressly agreed.

12. Ownership

Transfer of risk does not automatically entail transfer of ownership. Ownership of supplied items is subject to the retention of title set out in these general terms and conditions.

Article 10 - Retention of title**1. Retention of title**

All Materials, components, equipment, control cabinets, operator panels and other items supplied by DI Installaties to the Client remain the property of DI Installaties until the Client has fulfilled all payment obligations relating to the Assignment concerned in full.

2. Use before full payment

The Client may use items supplied subject to retention of title for the agreed purpose insofar as this is consistent with normal performance of the Assignment and DI Installaties has not objected in writing.

3. No disposal or encumbrance

As long as ownership has not passed to the Client, the Client may not sell, pledge, encumber or otherwise transfer to third parties the items supplied subject to retention of title, except insofar as this takes place in the ordinary course of business and has been otherwise agreed in writing.

4. Duty of care

The Client must treat items supplied subject to retention of title with due care and, insofar as reasonably possible, store them or keep records in such a way that they are identifiable as items belonging to DI Installaties.

5. Third-party claims

If third parties attach items supplied subject to retention of title or seek to establish or assert rights over them, the Client shall immediately inform DI Installaties in writing.

6. Right of repossession

If the Client fails to fulfil its payment obligations and DI Installaties is entitled to exercise its retention of title, DI Installaties is entitled to repossess the items supplied subject to retention of title, insofar as permitted by law.

7. Cooperation with repossession

In a situation as referred to in paragraph 6, the Client shall provide the cooperation reasonably necessary to enable DI Installaties to repossess its property.

8. Processing or assembly

If items supplied by DI Installaties are assembled, processed or combined with other items before full payment, DI Installaties' rights under the retention of title shall continue insofar as permitted by law.

9. Risk is separate from ownership

Retention of title does not affect the provisions on transfer of risk in these general terms and conditions. The risk may therefore already lie with the Client while ownership of the supplied items remains with DI Installaties.

10. Software and intellectual property

This retention of title relates to physical items. Ownership, intellectual property rights and rights of use concerning Software, source code, project files, drawings and other Documentation are governed separately by the relevant provisions of these general terms and conditions.

Article 11 - Scheduling and delivery times**1. Schedule**

DI Installaties shall perform the Assignment according to the schedule agreed for the Assignment concerned or, if no specific schedule has been agreed, within a reasonable period.

2. Indicative periods

Specified performance, completion and delivery times are indicative, unless it has been expressly agreed in writing in the Assignment that a particular period is binding.

3. Commencement of periods

An agreed period commences as soon as DI Installaties has all information, data, approvals, Materials and other items necessary for performance that must be provided by the Client, and any agreed payment conditions for commencement have been met.

4. Dependencies

The schedule may be adjusted if performance is delayed by circumstances not attributable to DI Installaties, including delays in information or decision-making by the Client, changes to the Assignment, unavailable machines or installations and delays at suppliers or other third parties.

5. Changes by the Client

Changes or additions to the Assignment may affect the agreed schedule. DI Installaties shall inform the Client as soon as possible if a material change to the schedule is expected as a result.

6. Delay caused by the Client

If the Client fails to provide the necessary cooperation on time, the performance period shall be extended by at least the resulting delay and the time reasonably required to reschedule the Work.

7. Rescheduling

If Work cannot be performed at the agreed time due to a cause on the Client's side, DI Installaties is entitled to reschedule that Work on the basis of its capacity available at that time.

8. Costs of delay

Reasonable additional costs arising because performance is delayed by a circumstance at the Client's expense or risk may be charged to the Client as Additional Work.

9. Exceeding an indicative period

Exceeding an indicative period does not automatically place DI Installaties in default. Insofar as required by law, the Client shall first give DI Installaties written notice of default, allowing a reasonable period to fulfil the obligation concerned.

10. Binding period

If a binding period has been expressly agreed in writing for a specific part of the Assignment, the arrangements made for that purpose in the Assignment shall apply. The period shall be adjusted if delay arises from a circumstance at the Client's expense or risk or from force majeure.

11. Phased performance

DI Installaties may perform the Assignment in phases if the nature of the Work permits this. Scheduling a subsequent phase may be made conditional on the completion, checking, approval or payment of an earlier phase.

12. No automatic damages

Delay or exceeding a period does not automatically entitle the Client to damages. Any liability of DI Installaties shall be determined in accordance with the liability provisions of these general terms and conditions and any deviating arrangements in the Assignment concerned.

Article 12 - Changes and additional work

1. Changes to the Assignment

The Client may request DI Installaties to change or extend the agreed Assignment. DI Installaties shall assess whether and under what conditions the requested change can be performed.

2. Additional Work

Additional Work means all Work and supplies falling outside the originally agreed scope of the Assignment that are necessary or desired at the Client's request or as a result of changed circumstances.

3. Causes of Additional Work

Additional Work may arise from, among other things:

- changes to functional or technical specifications;
- additional engineering, drafting or programming work;
- changes to Software, PLC, HMI or control functionality;
- changes to Materials, components or control cabinet design;
- incorrect, incomplete or changed information from the Client;

- circumstances concerning existing machines, installations or Software that could not reasonably have been known in advance;
- additional testing, assembly, installation or commissioning work;
- delay or additional work resulting from acts or omissions of the Client or third parties engaged by it.

4. Notification of Additional Work

DI Installaties shall inform the Client as soon as possible when it is reasonably foreseeable that a change will lead to substantial Additional Work or additional costs.

5. Instruction for Additional Work

Additional Work shall, as far as possible, be coordinated with the Client in advance. If a prior written record is reasonably possible, the additional Work, costs and any consequences for the schedule shall be confirmed in writing.

6. Necessary Additional Work

If, during performance, Work proves necessary that could not reasonably have been foreseen and is needed to continue the Assignment in a technically sound and safe manner or in accordance with the agreed specifications, DI Installaties shall inform the Client as soon as possible. DI Installaties shall not perform such Additional Work without the Client's consent, unless immediate action is reasonably necessary to prevent damage or an unsafe situation.

7. Charging for Additional Work

Additional Work shall be invoiced at the price agreed for it or, if no separate price has been agreed, on the basis of DI Installaties' rates applicable at that time, plus the associated Materials, travel, accommodation and other costs reasonably incurred.

8. Consequences for the schedule

Changes and Additional Work may affect performance, delivery and completion periods. DI Installaties is entitled to adjust the schedule insofar as reasonably necessary for performance of the changed Assignment.

9. Work already performed and Materials ordered

If a change results in Work already performed, parts produced or Materials ordered becoming wholly or partly unusable, the costs reasonably involved shall be borne by the Client insofar as the change is attributable to the Client.

10. Omitted work

If the Client requests the omission of parts of the Assignment, the financial consequence shall be determined separately. Work already performed, obligations entered into, Materials ordered and other costs that DI Installaties can no longer reasonably avoid shall not automatically be deducted in this respect.

11. No implied extension of the Assignment

The performance of occasional additional work does not mean that such work henceforth forms part of the original Assignment or must be performed without additional remuneration.

Article 13 - Rates, invoicing and payment

1. Prices and rates

Prices and rates quoted by DI Installaties exclude VAT and other government-imposed levies, unless otherwise stated in writing.

2. Fixed price or actual costs

Work shall be performed at a fixed price, on an actual-cost basis or under another pricing arrangement agreed in the Assignment. Where work is performed on an actual-cost basis, the hours actually spent and Materials supplied shall be charged at the agreed or applicable rates.

3. Travel, accommodation and other costs

Travel time, travel expenses, accommodation expenses and other costs incurred for performance of the Assignment shall be charged according to the arrangements in the Assignment concerned. If no deviating arrangements have been made, the rates applied by DI Installaties at that time shall apply.

4. Invoicing

DI Installaties is entitled to invoice after delivery or performance, periodically based on progress, in agreed instalments or by means of advance and partial invoices, depending on the nature and scope of the Assignment.

5. Advance

When entering into or during performance of an Assignment, DI Installaties may require an advance or prepayment, including for the purchase of Materials, components or other items necessary for the Assignment.

6. Payment period

Invoices must be paid within 14 days of the invoice date, unless a different payment period has been agreed in writing for the Assignment concerned.

7. Objection to an invoice

Any objection to an invoice must be notified to DI Installaties in writing, with reasons, as soon as possible. An objection to part of an invoice does not suspend the payment obligation for the undisputed part.

8. Late payment

If the Client fails to pay a due invoice within the agreed payment period, the Client shall, after default has occurred, owe statutory commercial interest in accordance with the applicable statutory rules.

9. Collection costs

Reasonable extrajudicial and judicial costs that DI Installaties must incur to collect a due claim shall be borne by the Client insofar as they may be claimed under the applicable laws and regulations.

10. Suspension for payment arrears

If the Client fails to fulfil a due payment obligation, DI Installaties is entitled to suspend further performance of the Assignment after the Client has been notified thereof in writing, insofar as the circumstances justify this.

11. Consequences of suspension

A suspension due to payment arrears may affect the schedule. DI Installaties is not obliged to keep previously reserved capacity available and may reschedule the remaining Work. Reasonable additional costs arising as a result may be passed on to the Client.

12. Security for payment

If DI Installaties has well-founded reasons to assume that the Client will be unable to fulfil its payment obligations, DI Installaties may require reasonable security for payment or prepayment before further performance.

13. Set-off and suspension by the Client

The Client is not entitled to set off a payment obligation against a claim against DI Installaties or to suspend payment, unless DI Installaties has acknowledged the claim concerned in writing or it has been established by a final court decision, insofar as such a restriction is permitted by law.

14. Additional Work

Additional Work shall be invoiced in accordance with Article 12 and the pricing arrangements made for the Assignment concerned.

Article 14 - Testing, FAT/SAT, completion and acceptance**1. Testing**

DI Installaties tests the Work performed, Software, control cabinets and/or installations insofar as this forms part of the Assignment and is reasonably possible within the agreed test environment.

2. Test procedure

If specific test procedures, acceptance criteria or test protocols apply to the Assignment, these shall be recorded in the Assignment. In their absence, it shall be assessed whether what has been supplied substantially functions in accordance with the agreed specifications.

3. FAT

If a Factory Acceptance Test (FAT) forms part of the Assignment, the parts agreed for that purpose shall be tested before delivery, installation or commissioning. The scope, test environment, acceptance criteria and any attendance by the Client shall be determined for each Assignment.

4. SAT

If a Site Acceptance Test (SAT) forms part of the Assignment, it shall take place after the installation, control system or Software concerned is available for testing at the agreed location. The Client shall ensure that the machine, installation, facilities, materials and authorised persons required for the SAT are available.

5. Completion

DI Installaties shall notify the Client when the agreed Work or the relevant part thereof is ready for completion, testing or being put into operation.

6. Acceptance period

The Client must check or test the completed deliverables within 5 working days after Completion, unless a different period or acceptance procedure has been agreed in writing for the Assignment concerned.

7. Notification of defects

Defects identified during the acceptance period must be reported to DI Installaties within that period in writing and with sufficient specificity to enable DI Installaties to assess and, if they fall within the agreed performance, rectify them.

8. Minor defects

Defects that do not materially prevent normal and safe use of the completed deliverables shall not prevent acceptance. DI Installaties shall rectify such agreed defects within a reasonable period.

9. Acceptance

The completed deliverables shall be deemed accepted if:

- the Client has given written approval;
- the agreed FAT, SAT or other acceptance test has been successfully completed;
- the Client has not reported sufficiently specific defects within the acceptance period; or
- the Client puts the completed deliverables into regular operational use before completion of formal acceptance.

10. Use before formal acceptance

Use solely for testing, trial or commissioning purposes does not constitute acceptance insofar as it is clear to DI Installaties that such a test phase is involved.

11. Rectification and retesting

If a defect for which DI Installaties is responsible is identified during acceptance, DI Installaties shall be given a reasonable opportunity to rectify it. An appropriate test may then be repeated for the rectified part.

12. Deviations outside the Assignment

A point of rejection arising from changed wishes, additional functionality, circumstances outside the agreed specifications or work by the Client or third parties does not constitute a defect in the completed deliverables and may be treated as a change or Additional Work.

13. Partial completion

If the Assignment is performed in separate phases or parts, these may be completed and accepted separately. Acceptance of a completed part need not await completion of the entire Assignment.

14. Consequences of acceptance

Acceptance means that the completed deliverables have been accepted as regards the operation and properties reasonably observable during the agreed inspection. Acceptance does not affect any rights of the Client concerning defects that could reasonably only be discovered later and that fall within the agreed warranty.

Article 15 - Warranty and rectification

1. General warranty arrangements

Unless different warranty conditions or periods have been expressly agreed in writing for the Assignment concerned, the warranty provisions in this article apply. A deviating written arrangement applies exclusively to the Assignment concerned or the relevant part thereof.

2. Commencement of the warranty period

An applicable warranty period commences upon Completion or, if a formal acceptance procedure has been agreed for the part concerned, upon acceptance.

3. Engineering, design and technical Documentation

No separate commercial warranty period applies to engineering, design, calculation and drafting work. DI Installaties performs this Work with due care and professional competence in accordance with Article 4. An error attributable to DI Installaties identified during performance, testing or Completion shall be assessed in accordance with the Agreement and rectified where necessary.

4. Software, PLC, HMI and control software

A warranty period of 6 months applies to Software developed or modified by DI Installaties. The warranty is limited to rectifying reproducible errors that were already present upon Completion and cause the Software demonstrably to deviate from the functionality agreed in writing.

5. Control cabinet assembly and panel construction

A warranty period of 12 months applies to the assembly and construction of control cabinets and operator panels performed by DI Installaties.

6. Assembly and installation

A warranty period of 12 months applies to assembly, connection and installation work performed by DI Installaties.

7. Materials and components of third parties

Purchased Materials, equipment and components of third parties are subject to the manufacturer's or supplier's warranty of the manufacturer or supplier concerned. DI Installaties shall handle or pass on this warranty for the Client's benefit insofar as transferable and applicable.

8. Commissioning and SAT

If commissioning and/or a Site Acceptance Test forms part of the Assignment, the functions agreed in that context shall be tested upon Completion. A successful SAT constitutes acceptance of the functionality tested therein. The warranty periods specified in this article for hardware, assembly, installation and Software shall continue to apply thereafter.

9. Notification of defects

The Client must report a discovered defect to DI Installaties in writing and with sufficient specificity within a reasonable time after discovery and provide DI Installaties with the information and cooperation reasonably necessary to investigate the defect.

10. Right to rectify

If a defect reported in good time falls within the warranty, DI Installaties shall first be given a reasonable opportunity to investigate it and, at its option and depending on the nature of the defect, rectify it, repeat performance or replace the part concerned.

11. Exclusion for changes by others

The warranty lapses for the part concerned insofar as the defect results from changes, repairs, programming, adjustments or other work performed by the Client or third parties without DI Installaties' consent.

12. Other warranty exclusions

The warranty does not apply insofar as a defect results from:

- incorrect or improper use or use otherwise than agreed;
- normal wear and tear;
- insufficient or incorrect maintenance;
- failure to follow technical, operating or safety instructions;
- external damage or circumstances beyond DI Installaties' control;
- incorrect or defective items, data or Software of the Client or third parties;
- changes or updates to equipment, firmware, Software, operating systems or other third-party systems after Completion.

13. No extension of the Assignment

The warranty covers only rectification of a defect within the originally agreed performance. New functionality, changed wishes, optimisations and extensions are not covered by the warranty and may be performed as Additional Work.

14. Investigation outside warranty

If investigation shows that a reported defect is not covered by the warranty or cannot be attributed to DI Installaties, DI Installaties may charge the Client the investigation, travel, material and rectification costs reasonably incurred.

15. Rectification and warranty period

Rectification or replacement does not give rise to a new warranty period for the entire Assignment. At least the remaining portion of the original warranty period continues to apply to the rectified or replaced part, unless otherwise agreed in writing.

16. Warranty and liability

Expiry of a commercial warranty period does not in itself mean that all possible liability of DI Installaties ends. Liability is determined separately under the Agreement, the liability provisions of these general terms and conditions and the applicable law.

Article 16 - Service, maintenance, faults and retrofit**1. Service and maintenance**

Service, preventive maintenance, periodic inspections, fault response services and other work after Completion form part of the Assignment only if expressly agreed in writing.

2. Work outside warranty

Service, maintenance and fault resolution work not covered by an applicable warranty shall be performed at the rates agreed for the Assignment concerned or, in their absence, at DI Installaties' rates applicable at that time.

3. Service agreement

DI Installaties and the Client may conclude a separate service or maintenance agreement for recurring service or maintenance work. This may specify, among other things, maintenance intervals, availability, response times, rates and the scope of the services.

4. Fault notification

When reporting a fault, the Client shall provide as much relevant information as possible about the fault, including error messages, the circumstances in which it occurs, recent changes and available diagnostic data.

5. Response times

Response times stated by DI Installaties are indicative, unless a guaranteed response time has been expressly agreed in writing for the Assignment concerned or in a service agreement.

6. No guaranteed resolution time

A response time is not the same as a resolution time. DI Installaties does not guarantee a period within which a fault will be fully resolved, unless a resolution time has been expressly agreed in writing for the situation concerned.

7. Fault investigation

DI Installaties is entitled first to investigate the cause of a fault. If the cause proves to fall outside DI Installaties' responsibility or warranty, the investigation and subsequent work may be invoiced to the Client as service work.

8. Faults caused by third parties or external circumstances

Work resulting from faults caused by, among other things, changes by the Client or third parties, external equipment, networks, communication connections, power supply problems, third-party Software or firmware, mechanical defects or other causes outside DI Installaties' agreed responsibility is not covered by warranty insofar as the fault is attributable thereto.

9. Remote service

If technically possible and with the Client's consent, DI Installaties may perform work remotely. The Client shall provide the necessary and sufficiently secured connection, access and authorisations, unless other arrangements have been made in writing.

10. Work on site

If work on site is necessary, the provisions of these general terms and conditions concerning access, safety, facilities and the Client's cooperation shall apply.

11. Spare parts

DI Installaties may advise on or assist with replacing defective or obsolete components, but does not guarantee that third-party parts will remain available. Any costs for replacement components, adjustments and necessary engineering shall be charged separately, unless this work falls within an applicable warranty.

12. Preventive maintenance

If the Client does not arrange for recommended or agreed preventive maintenance, or does not do so on time, DI Installaties is not responsible for faults or damage insofar as they demonstrably result from the omitted maintenance.

13. Retrofit and modernisation

If DI Installaties performs work on an existing machine, installation or control system as part of a retrofit, modernisation, extension or component replacement, the Assignment relates exclusively to the parts and work agreed in writing. DI Installaties is not responsible for existing defects, obsolete components, undocumented changes or shortcomings in other parts of the machine or installation falling outside the Assignment.

14. Additional work during retrofit

If defects, deviations or necessary additional adjustments falling outside the original Assignment are identified during retrofit, modernisation or maintenance work, DI Installaties shall inform the Client. The resulting work may be performed as Additional Work after coordination.

15. Safety and conformity in the event of changes

If changes to an existing machine, installation or control system may affect its safety, operation or conformity, any necessary risk analyses, safety assessments, validations, technical documentation adjustments and conformity work shall be performed by DI Installaties only insofar as they form part of the Assignment. This does not affect statutory obligations that cannot be excluded by contract.

16. Production downtime

A fault notification, service request or performance of maintenance or retrofit work does not mean that DI Installaties is liable for production or business downtime or other consequential damage. Any liability shall be determined exclusively under the liability provisions of these general terms and conditions and any deviating written arrangements for the Assignment concerned.

17. Warranty remains separately governed

Work demonstrably falling within the applicable warranty under Article 15 shall be handled in accordance with those warranty provisions and shall not be treated as regular paid service.

Article 17 - Intellectual property and rights of use**1. Intellectual property rights**

All intellectual property rights in Software, source code, project files, drawings, diagrams, designs, calculations, Documentation, libraries, macros, templates, functions, methods and other technical or creative results developed, designed, produced or made available by DI Installaties remain with DI Installaties, unless expressly agreed otherwise in writing for the Assignment concerned.

2. Client's right of use

After full payment for the Assignment concerned, the Client acquires the non-exclusive right to use the results supplied by DI Installaties for the purpose, machine, installation or application for which they were supplied within the Assignment, unless broader rights of use have been agreed in writing.

3. Transfer of intellectual property rights

Intellectual property rights shall be transferred only if expressly agreed in writing for the Assignment concerned. Such a transfer covers only the rights and parts expressly named in that arrangement.

4. Source code and editable project files

Source code, PLC and HMI project files, EPLAN project files, CAD files, configuration files and other editable source or development files shall be provided only if agreed in the Assignment concerned. Providing such files does not in itself constitute a transfer of intellectual property rights.

5. Right to make changes

If the Client receives source code or editable project files in accordance with the Assignment, the Assignment shall determine whether and to what extent the Client may modify them itself or have third parties do so. If nothing has been separately agreed in this respect, use is limited to the agreed purpose and no right arises to reuse DI Installaties' components for other projects or applications.

6. Standard components and proprietary knowledge

General knowledge, experience, working methods, concepts, programming techniques, libraries, standard functions, function blocks, macros, templates and other reusable elements that DI Installaties has developed or used before or during an Assignment remain freely available to DI Installaties and may be applied by DI Installaties in other assignments.

7. Results developed specifically for the Client

The fact that Software, a design, diagram or other result has been developed specifically for the Client does not automatically entail the transfer of the intellectual property rights therein to the Client. The Client acquires the rights of use agreed for the Assignment concerned.

8. Use for other machines or projects

The Client may not, without consent, use results developed by DI Installaties for other machines, installations, production lines, projects or commercial applications if this falls outside the agreed right of use.

9. Provision to third parties

The Client may make the results supplied by DI Installaties available to third parties insofar as reasonably necessary for the use, maintenance or servicing of the machine or installation for which they were supplied and within the agreed right of use. Further distribution, sale, licensing or commercial reuse is not permitted without DI Installaties' written consent.

10. Third-party rights

Software, components, drawings, libraries and other materials subject to intellectual property rights of third parties are governed by those third parties' applicable licence and use conditions. DI Installaties cannot grant the Client more rights than it is itself entitled to grant.

11. Materials supplied by the Client

The Client warrants that DI Installaties may use the Software, drawings, designs, data, documentation and other materials provided by or on behalf of the Client for performance of the Assignment.

12. Removal of notices

The Client may not remove or alter notices concerning copyright, intellectual property rights, version numbers, origin or other rights holders, unless necessary for the agreed use or otherwise agreed in writing.

13. Deviating arrangements per Assignment

The parties may make other written arrangements for a specific Assignment concerning ownership, transfer, source code, project files, modification rights, reuse or other rights of use. Such arrangements apply exclusively to the Assignment concerned or the parts specifically named therein.

Article 18 - Third-party software and licences**1. Third-party software**

If third-party Software, firmware, libraries, drivers, operating systems, development environments, cloud or online services or other software are used for performance of an Assignment, separate licence and use conditions of the relevant supplier or rights holder may apply.

2. Third-party licence conditions

The Client is obliged to comply with applicable third-party licence and use conditions insofar as they relate to Software or services supplied, installed, configured or used for the Client.

3. Licence costs

Licence, subscription, maintenance, update and other costs of third-party Software or services are included in DI Installaties' price only if expressly stated in the Assignment.

4. Licences in the Client's name

If, under the supplier's conditions, a licence must be registered in the end user's name, DI Installaties may require the Client to obtain or register that licence directly in its own name.

5. Validity of licences

DI Installaties does not guarantee that a licence provided by a third party will remain valid indefinitely. Temporary licences, subscriptions and licences requiring periodic renewal or payment are subject to the relevant supplier's conditions.

6. Changes by suppliers

DI Installaties is not responsible for changes made by third parties to their Software, licensing models, prices, functionalities, compatibility, support or availability. If such changes make adjustment of the solution supplied by DI Installaties necessary, the Work required may be performed as Additional Work.

7. Updates and upgrades

Updates, upgrades, patches, firmware changes or new versions of third-party Software do not automatically form part of the Assignment, unless expressly agreed in writing.

8. Compatibility after updates

DI Installaties does not guarantee that Software supplied or developed by it will continue to function without adjustment after a subsequent change, update or upgrade of third-party Software, firmware, hardware, operating systems or communication protocols. Any necessary adjustments may be performed as additional Work.

9. Discontinuation of support

If a manufacturer or supplier discontinues support, development or supply of Software, firmware or a digital product, DI Installaties is not obliged independently to provide replacement support. DI Installaties may advise the Client on migration, replacement or modernisation.

10. Open-source software

If open-source software or other Software with separate licence conditions is used within a solution, the associated licence conditions remain applicable. Insofar as those conditions prescribe certain use, distribution or source-code obligations, they take precedence with respect to the Software component concerned.

11. Accounts, keys and access rights

Accounts, licence keys, certificates, tokens and other third-party access or usage rights shall be managed by the party in whose name they are registered, unless their management expressly forms part of DI Installaties' Assignment.

12. Illegal or invalid Software

DI Installaties is not obliged to perform work using Software for which it reasonably appears that no valid licence or right of use exists. Any resulting delay or additional costs may be borne by the Client if obtaining the necessary licence falls under its responsibility.

13. Deviating arrangements per Assignment

Deviating written arrangements may be made for a specific Assignment concerning licences, maintenance, updates, subscriptions, ownership, management and costs of third-party Software. These arrangements apply exclusively to the Assignment concerned.

Article 19 - Cybersecurity, remote access and backups**1. Appropriate security measures**

In performing the Assignment, DI Installaties takes reasonable and appropriate technical and organisational security measures suited to the nature of the agreed Work and the risks known to DI Installaties.

2. No absolute security guarantee

DI Installaties does not guarantee that Software, machines, installations, control systems, networks or connections are or will remain entirely free from security risks, vulnerabilities, malware, cyberattacks or unauthorised access.

3. Scope of cybersecurity work

Cybersecurity investigations, hardening, network segmentation, vulnerability scanning, penetration testing, monitoring, security audits and other specific security work form part of the Assignment only if expressly agreed in writing.

4. Client's responsibility

The Client remains responsible for the security of its own IT and OT environment, networks, internet connections, accounts, user management, firewalls, external access and other infrastructure insofar as their management or security does not expressly form part of DI Installaties' Assignment.

5. Remote access

Remote access to machines, PLCs, HMIs, SCADA systems, engineering stations or other systems shall be used only if necessary for performance of the Assignment or agreed with the Client.

6. Remote access security

Each party shall, within its own area of responsibility, ensure appropriate security of connections, accounts, passwords, certificates and other authentication means used for remote access.

7. Temporary access

If DI Installaties uses temporary accounts, connections or access rights for service, engineering or commissioning, these may be removed or disabled after completion of the Work concerned, unless continued remote service has been agreed in writing.

8. Access credentials

The Client shall treat passwords, accounts, keys, certificates and other security data provided by DI Installaties confidentially and prevent their use by unauthorised third parties. DI Installaties shall likewise treat access credentials provided by the Client confidentially.

9. Backups

The Client shall ensure up-to-date and usable backups of existing Software, PLC, HMI, SCADA, configuration and other digital data before DI Installaties performs Work on them, unless creating, checking or managing such backups expressly forms part of the Assignment.

10. Backup by DI Installaties

If creating or managing backups forms part of the Assignment, their scope, retention period, storage location and any recovery procedure shall be determined in the Assignment. Without such an arrangement, DI Installaties has no obligation permanently to retain a copy or backup of project data after Completion.

11. Updates and security updates

Installing, testing or managing security updates, patches, firmware updates and other updates after Completion does not automatically form part of the Assignment. Separate service or maintenance arrangements may be made for this purpose.

12. Changes by third parties

DI Installaties is not responsible for security problems arising from changes by the Client or third parties, failure to perform necessary updates, improper management of access credentials or other circumstances outside DI Installaties' responsibility, insofar as the security problem concerned is attributable thereto.

13. Security incidents

If, during performance of the Assignment, DI Installaties identifies a security incident or relevant vulnerability reasonably material to the Work it performs, it shall inform the Client as soon as reasonably possible.

14. Measures following a security incident

Investigation, rectification, forensic analysis, restoration of backups and other work following a cyber incident form part of the Assignment free of charge only insofar as the incident demonstrably results from a failure by DI Installaties for which it is responsible under the Agreement. Other work may be performed as additional Work.

15. Safety of industrial systems

If a cybersecurity measure may affect the safe or reliable operation of a machine or industrial control system, that measure shall be coordinated with the technical and functional requirements of the installation concerned. DI Installaties is not obliged, without further assessment, to implement changes that, in its professional judgement, may affect safe operation of the installation.

16. Deviating arrangements per Assignment

Additional or deviating written arrangements may be made for a specific Assignment concerning cybersecurity, remote access, backups, retention periods, updates, monitoring and incident handling. These arrangements apply exclusively to the Assignment concerned.

17. Statutory safety and cybersecurity obligations

The provisions of this article do not limit statutory obligations concerning machine safety, cybersecurity or the security of safety-relevant control systems that apply to DI Installaties. If such obligations apply to an Assignment, they shall be taken into account in performance insofar as DI Installaties is responsible for them within the Assignment concerned and under the applicable laws and regulations.

Article 20 - Confidentiality and personal data**1. Confidentiality**

The parties shall treat all confidential information they receive from each other in connection with a quotation, Assignment or Agreement confidentially and use it exclusively for the purpose for which it was provided.

2. Confidential information

Confidential information includes technical, commercial and organisational information whose confidential nature has been indicated or can reasonably be inferred from its nature, including designs, drawings, diagrams, source code, Software, project files, production data, machine data, pricing information, calculations, security information and access credentials.

3. Employees and engaged third parties

The parties may disclose confidential information to employees, advisers, suppliers and other third parties insofar as necessary for performance of the Assignment. They shall ensure that these persons treat the information confidentially.

4. Exceptions to confidentiality

The confidentiality obligation does not apply to information that can be shown:

- to have already been publicly available without breach of a confidentiality obligation;
- to have already been lawfully known to the receiving party;
- to have been lawfully obtained from a third party without a confidentiality obligation;

- to have been independently developed without using the other party's confidential information; or
- to require disclosure under legislation, a court decision or an order of a competent authority.

5. Legally required disclosure

If a party is obliged to disclose confidential information to a competent authority, it shall inform the other party in advance insofar as legally permitted.

6. Ownership of information

Disclosure of confidential information does not entail the transfer of ownership, intellectual property rights or other rights in that information.

7. Personal data

The parties shall process personal data received in connection with the Assignment in accordance with the privacy legislation applicable to them, including, where applicable, the General Data Protection Regulation (GDPR).

8. Own responsibility for personal data

Each party is responsible for the personal data it processes for its own purposes and the associated statutory obligations.

9. Processing on the Client's behalf

If, in performing an Assignment, DI Installaties processes personal data exclusively on behalf of and in accordance with the Client's instructions, acting as a processor within the meaning of the GDPR, separate arrangements concerning that processing shall be recorded where required, for example in a data processing agreement.

10. Access to systems

The mere fact that DI Installaties has access, for engineering, service, maintenance, remote support or fault investigation, to a machine, computer, server, network or other system that may contain personal data does not automatically mean that processing those personal data forms part of the Assignment.

11. Limitation of access

DI Installaties shall, as far as possible, limit access to personal data and confidential data to what is reasonably necessary for performance of the Assignment.

12. Security

Insofar as DI Installaties processes personal data, it shall take appropriate technical and organisational measures in accordance with its applicable statutory obligations and the nature of the processing. The cybersecurity and remote access arrangements in Article 19 shall also remain applicable.

13. Security incidents and personal data

If, during performance of the Assignment, DI Installaties becomes aware of a security incident involving personal data, it shall act in accordance with its obligations under applicable privacy legislation and any data processing arrangements.

14. Retention

DI Installaties shall retain personal data and confidential information no longer than necessary for the purpose for which they are processed or for as long as necessary for performance and administration of the Assignment, subject to statutory retention obligations or other written arrangements.

15. Return and deletion

After termination of the Assignment, the Client may request the return or deletion of confidential information it has provided, insofar as DI Installaties is not entitled or obliged to retain it longer by law, for administrative purposes or to substantiate its legal position.

16. Continuation of confidentiality

The confidentiality obligation remains in force after termination of the Assignment or Agreement for as long as the information concerned is confidential by nature.

17. Deviating arrangements

Additional or deviating arrangements may be made for a specific Assignment concerning confidentiality, personal data, data storage, retention periods or data exchange. These apply exclusively to the Assignment concerned.

Article 21 - Liability and damage**1. General liability**

DI Installaties is liable only for damage directly resulting from an attributable failure by DI Installaties in performing the Agreement, insofar as liability is not limited or excluded under these general terms and conditions, the Assignment concerned or the law.

2. Right to rectify

Before the Client claims damages for a failure, DI Installaties shall, insofar as rectification is reasonably possible, first be given a reasonable opportunity to investigate and rectify the failure or repeat the performance concerned.

3. Direct damage

DI Installaties' liability is limited to direct damage sufficiently directly connected with DI Installaties' attributable failure.

4. Indirect and consequential damage

Insofar as permitted by law, DI Installaties is not liable for indirect or consequential damage, which includes loss of profit, lost savings, production losses, production downtime, business downtime, loss of turnover, lost assignments and damage resulting from loss of or damage to data.

5. Maximum liability

Unless a different liability arrangement has been expressly agreed in writing for the Assignment concerned, DI Installaties' total liability per event or series of related events is limited to the amount actually paid out in the case concerned under the liability insurance taken out by DI Installaties, plus the applicable deductible.

6. If no insurance payment is made

If and insofar as, for any reason, no payment is made under DI Installaties' liability insurance, DI Installaties' liability is limited to the invoice amount excluding VAT for the part of the Assignment to which the liability relates, up to a maximum of the total invoice amount excluding VAT for the Assignment concerned, unless a different liability limit has been agreed in writing for that Assignment.

7. Damage to existing machines and installations

For Work on existing machines, installations, control systems or Software, DI Installaties is liable only for damage demonstrably caused directly by an attributable failure by DI Installaties. DI Installaties is not liable for pre-existing defects or damage arising from circumstances outside the agreed Assignment.

8. Data and Software

DI Installaties is not liable for the loss, damage or recovery of data, programs or configurations insofar as the Client was responsible under these general terms and conditions for having an up-to-date and usable backup available. If creating or managing backups formed part of DI Installaties' Assignment, liability shall be assessed under the arrangements made for that purpose and this article.

9. Materials, Software and work of third parties

DI Installaties is not liable for failures of third parties prescribed or directly engaged by the Client, nor for defects in Materials, components or Software prescribed by the Client, insofar as the damage does not result from a failure by DI Installaties for which it is itself responsible.

10. Changes by the Client or third parties

DI Installaties is not liable for damage arising from changes, repairs, programming, settings or other work performed by the Client or third parties after Completion, insofar as the damage can be attributed to such work or changes.

11. Cybersecurity

Liability for damage resulting from a cyber incident, security breach, malware, unauthorised access or other digital threat shall be assessed by reference to the work and responsibilities agreed for DI Installaties under Article 19. DI Installaties is not liable for cybersecurity risks falling outside its agreed or statutory responsibility.

12. Mitigation of damage

The Client shall take reasonable measures to prevent and limit damage as soon as a defect, fault, unsafe situation or other possible cause of damage is discovered.

13. Timely notification

The Client shall report an event that may give rise to a claim for damages as soon as possible after it is discovered or reasonably ought to have been discovered and provide DI Installaties with the information reasonably necessary to investigate the cause and extent of the damage.

14. Intent and deliberate recklessness

The limitations and exclusions of liability in these general terms and conditions do not apply insofar as the damage results from intent or deliberate recklessness on the part of DI Installaties itself or insofar as limitation or exclusion of liability is not permitted under mandatory law.

15. Liability under mandatory law and machine safety

A commercial warranty period, acceptance or contractual limitation of liability does not affect liability that cannot be excluded or limited under mandatory law. This also applies to statutory obligations incumbent on DI Installaties concerning product or machine safety.

16. Deviating arrangements per Assignment

For a specific Assignment, the parties may agree in writing on a different liability limit, insurance cover or allocation of risk. Such a deviation applies exclusively to the Assignment concerned or the part specifically named therein.

Article 22 - Indemnification**1. Indemnification by the Client**

The Client shall indemnify DI Installaties against third-party claims arising from or connected with the performance or use of the Assignment, insofar as the claim concerned results from a circumstance at the Client's expense or risk.

2. Information provided by the Client

The indemnity applies, among other things, to third-party claims arising from incorrect, incomplete or unlawfully used data, drawings, designs, Software, Documentation, specifications or other information provided to DI Installaties by or on behalf of the Client.

3. Intellectual property rights of third parties

The Client shall indemnify DI Installaties against claims for infringement of third-party intellectual property rights if the infringement concerned arises from Software, designs, drawings, components, Documentation or other materials prescribed or provided by the Client.

4. Prescribed solutions

If, despite a reasoned warning from DI Installaties, the Client prescribes a particular working method, component, Software, design or technical solution and DI Installaties agrees in writing to implement it, the Client shall indemnify DI Installaties against third-party claims insofar as they demonstrably result from that prescribed choice.

5. Changes by the Client or third parties

The Client shall indemnify DI Installaties against third-party claims resulting from changes, repairs, programming, settings, extensions or other work performed by the Client or third parties without DI Installaties' consent, insofar as the claim concerned can be attributed to that work or those changes.

6. Use outside the agreed application

The Client shall indemnify DI Installaties against third-party claims arising because Software, designs, control cabinets, Documentation or other results supplied by DI Installaties are used for a purpose, machine, installation or application other than that for which they are intended under the Assignment, insofar as the claim arises from that deviating use.

7. Existing machines and retrofit

In the case of retrofit, modernisation or work on existing machines or installations, the indemnity also applies to claims arising from existing defects, undocumented changes or parts of the machine or installation falling outside DI Installaties' Assignment, insofar as the claim cannot be attributed to DI Installaties.

8. Statutory responsibilities

An indemnity by the Client does not release DI Installaties from statutory obligations or liability that cannot be excluded or transferred under mandatory law.

9. DI Installaties' own failure

The indemnity does not apply insofar as a third party's claim results from an attributable failure or unlawful act by DI Installaties for which DI Installaties is itself liable under the Agreement, these general terms and conditions or mandatory law.

10. Notification of claims

If a third party brings a claim against DI Installaties to which an indemnity may apply, DI Installaties shall inform the Client as soon as possible. The parties shall provide each other with the information and cooperation reasonably necessary to assess and handle the claim.

11. Costs of third-party claims

Insofar as a claim falls within the indemnity, the costs reasonably incurred for defence, investigation, legal assistance, damages and any settlement shall be borne by the Client. DI Installaties shall not enter into a settlement directly at the Client's expense without reasonable coordination with the Client, unless immediate action is reasonably necessary.

12. Deviating arrangements per Assignment

Additional or deviating written arrangements may be made for a specific Assignment concerning indemnification and responsibilities towards third parties. These apply exclusively to the Assignment concerned.

Article 23 - Force majeure**1. Force majeure**

DI Installaties is not obliged to fulfil an obligation under the Agreement for as long as and insofar as fulfilment is wholly or partly prevented or rendered reasonably impossible by a circumstance not attributable to DI Installaties.

2. Force majeure circumstances

Depending on the circumstances, force majeure may include:

- power, internet, network and telecommunications failures;
- cyberattacks, ransomware and other serious security incidents;
- fire, flooding, storms, natural disasters and other calamities;
- war, terrorism, civil unrest and government measures;
- epidemics, pandemics and related measures;
- strikes and other labour disruptions;
- serious illness or unexpected unavailability of personnel essential to the Assignment;
- transport problems and serious disruptions to logistics chains;

- shortages of raw materials, Materials or components;
- unexpected unavailability or failure of essential third-party Software, cloud or communication services;
- delays, unavailability or failures of suppliers, manufacturers or other third parties necessary for performance, insofar as DI Installaties cannot reasonably influence them.

3. Pre-existing circumstances

A circumstance that DI Installaties should reasonably have taken into account when entering into the Agreement does not constitute force majeure insofar as its consequences could reasonably have been prevented or should have been incorporated into the Assignment.

4. Notification

DI Installaties shall inform the Client as soon as reasonably possible when a force majeure situation arises that is expected to have material consequences for performance or scheduling of the Assignment.

5. Suspension of obligations

During the period of force majeure, DI Installaties' obligations affected thereby shall be suspended. Agreed performance, delivery and completion periods shall be adjusted insofar as necessary.

6. Limiting consequences

DI Installaties shall make reasonable efforts to limit the consequences of the force majeure situation for the Assignment and, where reasonable and technically possible, investigate alternative solutions.

7. Partial performance

If, despite the force majeure situation, DI Installaties can perform part of the Assignment, it may perform and invoice that part separately insofar as it has independent value for the Client.

8. Work already performed and costs incurred

Payment remains due for Work performed before the force majeure arose and Materials or other items already ordered or supplied for the Assignment, insofar as they can reasonably be attributed to the Assignment.

9. Prolonged force majeure

If the force majeure situation continues for more than 60 days and further performance of a substantial part of the Assignment consequently cannot reasonably be required, both DI Installaties and the Client are entitled to terminate in writing the part of the Agreement affected by the force majeure.

10. Consequences of termination due to force majeure

In the event of termination due to force majeure, there is no entitlement to damages solely on account of that termination. Work already performed, items supplied and obligations already reasonably entered into shall, however, be settled.

11. Payment obligations

Force majeure on the Client's side does not automatically suspend an already due payment obligation for Work already performed or items supplied.

12. Deviating arrangements per Assignment

Additional or deviating written arrangements may be made for a specific Assignment concerning force majeure, critical delivery times, availability of components, continuity or other particular risks. These apply exclusively to the Assignment concerned.

Article 24 - Suspension and termination**1. Suspension by DI Installaties**

DI Installaties is entitled to suspend performance of the Assignment wholly or partly if the Client fails to fulfil a due obligation under the Agreement, or fails to fulfil it fully or on time, and, where required, has allowed a reasonable period for fulfilment to expire unused after written notification.

2. Grounds for suspension

Suspension may take place, among other things, if:

- due invoices are not paid on time;
- necessary information, data, approvals or cooperation are not provided on time;
- DI Installaties is not given safe or sufficient access to the workplace, machine or installation;
- the Client fails to fulfil its safety obligations;
- reasonable security for payment is requested and not provided;
- continuation of the Work is, in DI Installaties' reasonable judgement, technically unsound or unsafe.

3. Consequences of suspension

During a justified suspension, DI Installaties is not obliged to maintain the original schedule or keep reserved capacity available. After the cause of suspension has ended, the Work may be rescheduled.

4. Costs of suspension

Reasonable costs directly arising from a suspension resulting from a circumstance at the Client's expense or risk, including downtime, demobilisation, storage, rescheduling and restarting Work, may be passed on to the Client.

5. Termination for breach

If a party materially fails to fulfil the Agreement, the other party may terminate the Agreement wholly or partly after the defaulting party has been given written notice of default and a reasonable period to remedy the failure, unless fulfilment is permanently impossible or notice of default is not required by law.

6. Immediate termination

Insofar as permitted by law, DI Installaties is entitled to terminate the Agreement wholly or partly in writing with immediate effect if:

- the Client is declared bankrupt or files for its own bankruptcy;
- a suspension of payments is granted to or applied for in respect of the Client;
- the Client ceases or liquidates its business activities;

- a substantial part of the Client's assets is attached and this reasonably jeopardises fulfilment of the Agreement; or
- other concrete circumstances show that the Client will be unable to fulfil its material obligations under the Agreement.

7. Termination by the Client without breach

If the Client terminates or cancels an Assignment wholly or partly without an attributable failure by DI Installaties, the Client is obliged to pay for the Work performed and items supplied up to the time of termination.

8. Costs upon cancellation

In addition to Work already performed, in the event of termination as referred to in paragraph 7, the Client shall bear costs and obligations reasonably already incurred or no longer avoidable, including Materials and components ordered, obligations towards third parties and reasonable costs connected with terminating the Assignment.

9. Specially purchased or manufactured items

Materials, components, control cabinets, custom-made parts and other items purchased, manufactured or reserved specifically for the Assignment that cannot reasonably be used for other assignments without loss may be charged to the Client upon termination.

10. Engineering and Software development already performed

Upon termination, payment remains due for engineering, design, drafting, programming, configuration and other Work already performed, even if the part concerned has not yet been fully completed at the time of termination.

11. Transfer upon early termination

In the event of early termination, the Client is not automatically entitled to transfer of unfinished source code, project files, engineering files or other intermediate results. If transfer is agreed, its scope, condition, rights of use and any additional costs shall be determined separately. The provisions of Article 17 remain applicable.

12. Payment obligations after termination

Termination of the Agreement does not release the Client from payment obligations arising before or as a result of termination.

13. Return of property

After termination, the parties shall, upon request, return items, Documentation, means of access and other property of the other party no longer necessary for performance, insofar as no right to retain them exists.

14. Surviving provisions

Provisions intended by their nature to continue after termination, including provisions concerning payment, intellectual property, confidentiality, liability, indemnification and disputes, shall remain in force after termination.

15. Force majeure

Termination resulting from prolonged force majeure is governed by Article 23.

16. Deviating arrangements per Assignment

Additional or deviating written arrangements may be made for a specific Assignment concerning cancellation, suspension, termination, cancellation costs and transfer of intermediate results. These apply exclusively to the Assignment concerned.

Article 25 - Applicable law and disputes**1. Applicable law**

All offers, quotations, Assignments, Agreements and other legal relationships between DI Installaties and the Client are governed exclusively by Dutch law.

2. Consultation in the event of disputes

If a dispute arises between the parties, they shall first endeavour to resolve it through mutual consultation before commencing court proceedings, unless the nature or urgency of the dispute reasonably precludes this.

3. Expert in a technical dispute

If a dispute primarily concerns a technical issue, the parties may decide by mutual consultation to engage an independent expert. The method of appointment, the expert's assignment and allocation of costs shall be agreed in writing in advance.

4. Competent court

If the parties do not resolve the dispute through mutual consultation, it shall be submitted to the court competent under Dutch law in the district in which DI Installaties is established, insofar as such a choice of court is permitted by law.

5. Urgent measures

Paragraph 2 does not prevent a party with an urgent interest from immediately requesting interim relief, a protective measure or another urgent measure available by law.

6. Deviating dispute resolution arrangement

For a specific Assignment, the parties may agree in writing on another dispute resolution arrangement, including mediation, arbitration or another competent court. Such an arrangement applies exclusively to the Assignment concerned.

Article 26 - Final provisions**1. Entire arrangement**

The Agreement, the Assignment concerned and these general terms and conditions together constitute the arrangements between DI Installaties and the Client concerning the agreed Work and supplies.

2. Order of precedence

If provisions in different documents conflict, the following order of precedence applies, unless otherwise agreed in writing:

1. the deviations specifically agreed in writing for the Assignment concerned;
2. the order confirmation or quotation accepted by the parties;
3. these general terms and conditions;
4. other Documentation forming part of the Assignment.

A deviation from these general terms and conditions applies exclusively to the part and Assignment for which it has been expressly agreed in writing. In all other respects, these general terms and conditions remain fully applicable.

3. Changes to the Agreement

Changes or additions to the Agreement apply only insofar as agreed in writing between DI Installaties and the Client or confirmed as a change or Additional Work in accordance with these general terms and conditions.

4. Invalid provisions

If a provision of the Agreement or these general terms and conditions proves to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force. If necessary, the parties shall replace the provision concerned with a valid provision corresponding as closely as possible to the purpose and intent of the original provision.

5. No waiver of rights

Failure by DI Installaties to exercise a right or power, or to exercise it immediately, does not mean that DI Installaties waives that right or power.

6. Transfer by the Client

The Client may not transfer rights and obligations under the Agreement to a third party without DI Installaties' prior written consent, insofar as such a restriction is permitted by law.

7. Engagement of third parties by DI Installaties

DI Installaties is entitled to engage third parties in performing the Assignment and have them perform parts of the work. DI Installaties may provide these third parties with the information reasonably necessary for performance of their work. Engaging a third party does not entail transfer of the Agreement to that third party, unless the Client and DI Installaties expressly agree to this in writing.

8. Electronic communication

The parties may use electronic means of communication, including email, for quotations, assignments, approvals, changes, notifications and other communication, insofar as the communication sufficiently establishes its originator and what it concerns.

9. Amendment of the general terms and conditions

DI Installaties is entitled to amend these general terms and conditions for future Assignments. For an Assignment already concluded, the version applicable when that Assignment was entered into remains applicable, unless the parties agree in writing that a new version shall apply.

10. Version and availability

The general terms and conditions shall state a version number and/or date. DI Installaties may make the applicable version available electronically and provide it to the Client upon request.

11. Continuing effect

Provisions intended by their nature to continue after completion or termination of an Assignment, including provisions concerning payment, intellectual property, rights of use, confidentiality, liability, indemnification and disputes, remain in force.

12. Deviating arrangements

If these general terms and conditions are deviated from in writing for a specific Assignment, all provisions not expressly deviated from remain fully applicable.