

GENERAL CONDITIONS FOR SERVICES

These general terms and conditions apply to all assignments granted to **vanmunster.pro**

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise.

User : the legal entity with limited liability Astro Spatial Technologies BV, trading under the trade name vanmunster.pro, located at Groesstraat 3 in (5409 TN) Odiliapeel The Netherlands and registered in the trade register under number 75730049, or its legal successor(s).

Client : the other party of the user.

Agreement: the agreement to provide services.

General terms and conditions: these general terms and conditions.

Article 2 - General

1. These conditions apply to every offer, quotation and agreement between the user and a client to which the user has declared these conditions applicable, insofar as the parties have not expressly and in writing deviated from these conditions.
2. The present conditions also apply to all agreements with the user, for the execution of which third parties must be involved.
3. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.
4. The applicability of any purchasing or other conditions of the client is expressly rejected.
5. If one or more of the provisions in these general terms and conditions are void or annulled, the other provisions of these general terms and conditions remain fully applicable. The user and client will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provision will be taken into account as much as possible.

Article 3 - Offers and quotations

1. All offers are without obligation, unless a term for acceptance is stated in the offer.
2. The quotations made by the user are without obligation; they are valid for 30 days, unless otherwise stated. The user is only bound to the quotations if the acceptance thereof is confirmed in writing by the other party within 30 days, unless otherwise stated.
3. The prices in the mentioned offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including shipping and administration costs, unless stated otherwise.
4. If the acceptance deviates (on minor points) from the offer included in the quotation, the user is not bound by it. The agreement will then not be concluded in

accordance with this deviating acceptance, unless the user indicates otherwise.

5. A composite quotation does not oblige the user to carry out part of the assignment for a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments.

Article 4 - Execution of the agreement

1. The user will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. This is based on the state of science known at that time.
2. If and to the extent that this is required for the proper execution of the agreement, the user has the right to have certain work carried out by third parties.
3. The client ensures that all information that the user indicates is necessary or of which the client should reasonably understand that it is necessary for the execution of the agreement, is provided to the user in a timely manner. If the information required for the execution of the agreement has not been provided to the user in a timely manner, the user has the right to suspend the execution of the agreement and/ or to charge the client for the additional costs resulting from the delay according to the usual rates.
4. The user is not liable for damage of any nature whatsoever because the user relied on incorrect and/ or incomplete information provided by the client, unless the user should have been aware of this incorrectness or incompleteness.
5. If it has been agreed that the agreement will be executed in phases, the user can suspend the execution of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.
6. If the user or third parties engaged by the user carry out work in the context of the assignment at the client's location or a location designated by the client, the client will provide the facilities reasonably desired by those employees free of charge.
7. The Client indemnifies the User against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the Client.

Article 5 - Changes to the agreement

1. If during the execution of the agreement it appears that it is necessary for proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The user will inform the client of this as soon as possible.
3. If the change or addition to the agreement will have financial and/ or qualitative consequences, the user will inform the client of this in advance.

4. If a fixed fee has been agreed, the user will indicate to what extent the change or addition to the agreement will result in this fee being exceeded.
5. Notwithstanding paragraph 3, the user will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the user.

Article 6 - Contract duration; execution period

1. The agreement between the user and a client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
2. If a term has been agreed within the term of the agreement for the completion of certain work, this is never a strict deadline. If the execution period is exceeded, the client must therefore give the user written notice of default .

Article 7 - Fee

1. Parties can agree on a fixed fee when concluding the agreement.
2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the user's usual hourly rates, applicable for the period in which the work is performed, unless a different hourly rate has been agreed.
3. The fee and any cost estimates are exclusive of VAT.
4. For orders with a term of more than three months, the costs due will be charged periodically.
5. If the user agrees on a fixed fee or hourly rate with the client, the user is nevertheless entitled to increase this fee or rate.
6. Furthermore, the user is entitled to pass on price increases if the rates regarding, for example, wages have increased between the time of offer and delivery.
7. In addition, the user may increase the fee if, during the performance of the work, it appears that the originally agreed or expected amount of work was insufficiently estimated at the time of concluding the agreement, and this is not attributable to the user, which could not reasonably be expected of the user. may be expected to carry out the agreed work for the originally agreed fee. In that case, the user will inform the client of the intention to increase the fee or rate. The user will indicate the size and date on which the increase will take effect.

Article 8 - Payment

1. Payment must be made within 14 days after the invoice date, in a manner to be specified by the user in the currency in which the invoice was declared. Objections to the amount of the invoices do not suspend the payment obligation.
2. If the client fails to make payment within the period of 14 days, the client is legally in default. The Client will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the amount due will be calculated from the moment the client is in default until the moment the full amount is paid.
3. In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the user's claims against the client are immediately due and payable.
4. The user has the right to have payments made by the client firstly deducted from the costs, then from the

accrued interest and finally from the principal sum and the current interest.

5. The user can, without being in default, refuse an offer of payment if the client designates a different order for the allocation.
6. The User may refuse full repayment of the principal amount if the accrued and current interest as well as the costs are not also paid.
7. User has the option to charge a credit restriction surcharge of 2%. This surcharge is not due if paid within 7 days of the invoice date.

Article 9 - Retention of title

1. All goods supplied by the user, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the user until the client has fulfilled all the following obligations under all agreements concluded with the user.
2. The client is not authorized to pledge or encumber the goods falling under the retention of title in any other way.
3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the client is obliged to inform the user of this as soon as can reasonably be expected.
4. The client undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection upon first request.
5. Goods supplied by the user, which are subject to retention of title pursuant to the provisions of 1. of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.
6. In the event that the user wishes to exercise his ownership rights referred to in this article, the client now gives unconditional and irrevocable permission to the user or third parties to be designated by him to enter all those places where the user's property is located and to share those items with him. to take back.

Article 10 - Collection costs

1. If the client is in default or fails to fulfill one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the client. If the client fails to pay a sum of money on time, he will forfeit an immediately due and payable fine of 15% of the amount still due. This with a minimum of €50.00.
2. If the user has incurred higher costs that were reasonably necessary, these are also eligible for reimbursement.
3. Any reasonable judicial and enforcement costs incurred will also be borne by the client.
4. The Client owes interest on the collection costs incurred.

Article 11 - Research, complaints

1. Complaints about the work performed must be reported in writing by the client to the user within 8 days of discovery, but no later than 14 days after completion of the work in question. The notice of default must contain as detailed a description as possible of the shortcoming, so that the user is able to respond adequately.
2. If a complaint is justified, the user will still carry out the work as agreed, unless this has demonstrably become

pointless for the client. The latter must be communicated in writing by the client.

3. If it is no longer possible or useful to carry out the agreed work, the user will only be liable within the limits of Article 15.

Article 12 - Termination

1. Both parties can terminate the agreement in writing at any time.
2. If the agreement is terminated prematurely by the client, the user is entitled to compensation for the resulting and demonstrable loss of occupancy, unless there are facts and circumstances underlying the termination that can be attributed to the user. Furthermore, the client is then obliged to pay the invoices for work performed to date. The provisional results of the work carried out to date will therefore be made available to the client subject to conditions.
3. If the agreement is terminated prematurely by the user, the user will, in consultation with the client, ensure that work still to be performed is transferred to third parties, unless there are facts and circumstances underlying the termination that are attributable to the client.
4. If the transfer of the work entails additional costs for the user, these will be charged to the client.

Article 13 - Suspension and dissolution

1. The User is entitled to suspend the fulfillment of the obligations or to terminate the agreement if:
 - a. The Client does not or does not fully comply with the obligations under the agreement.
 - b. After concluding the agreement, the user becomes aware of circumstances that give good reason to fear that the client will not fulfill the obligations. If there is good reason to fear that the client will only partially or improperly comply, suspension is only permitted to the extent that the shortcoming justifies it.
 - c. When concluding the agreement, the Client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient.
2. Furthermore, the user is entitled to dissolve the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected.
3. If the agreement is dissolved, the user's claims on the client are immediately due and payable. If the user suspends compliance with the obligations, he retains his rights under the law and the agreement.
4. The user always reserves the right to claim damages .

Article 14 - Return of items made available

1. If the user has made items available to the client during the execution of the agreement, the client is obliged to return the delivered goods in their original condition, free of defects and in full within 14 days. If the client does not comply with this obligation, all resulting costs will be at his expense.
2. If, for whatever reason, the client still fails to comply with the obligation mentioned under 1 after a reminder to that

effect, the user has the right to recover the resulting damage and costs, including the costs of replacement, from the client.

Article 15 - Liability

1. If the user is liable, this liability is limited to what is regulated in this provision.
2. If the user is liable for direct damage, then that liability is limited to a maximum of twice the invoice amount, or at least that part of the assignment to which the liability relates. Liability is at all times limited to a maximum of the amount of the payment to be provided by the user's insurer in the appropriate case.
3. Notwithstanding what is determined under 2. of this article, for an assignment with a term longer than six months, liability is further limited to the part of the fee owed for the last six months.
4. Direct damage is exclusively understood to mean:
 - a. the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
 - b. any reasonable costs incurred to ensure that the user's defective performance complies with the agreement, unless these cannot be attributed to the user;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
5. The user is never liable for indirect damage, including consequential damage, lost profits, missed savings and damage due to business stagnation.
6. The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence on the part of the user or his subordinates.

Article 16 - Indemnities

1. The client indemnifies the user against claims from third parties with regard to intellectual property rights to materials or data provided by the client, which are used in the execution of the agreement.
2. If the client provides the user with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 17 - Transfer of risk

1. The risk of loss or damage to the items that are the subject of the agreement is transferred to the client at the time when they are legally and/or actually delivered to the client and are therefore under the power of the client or a third party to be designated by the client. are being brought.

Article 18 - Force majeure

1. Parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to their fault, and which is not their

responsibility under the law, a legal act or generally accepted views.

2. In these general terms and conditions, force majeure is defined as, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which the user has no influence, but as a result of which the user is unable to fulfill the obligations. This includes strikes in the user's company.
3. The user also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after the user should have fulfilled its obligations.
4. Parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to terminate the agreement, without obligation to compensate the other party for damages.
5. Insofar as the user has already partially fulfilled his obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and independent value is attached to the fulfilled or yet to be fulfilled part, the user is entitled to separate the part already fulfilled or to be fulfilled. to declare. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 19 - Confidentiality

1. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
2. If, on the basis of a legal provision or a judicial decision, the user is obliged to provide confidential information to third parties designated by the law or the competent court, and the user cannot rely on a legal or competent court recognized in this regard. or permitted right of non-disclosure, the user is not obliged to pay damages or compensation and the other party is not entitled to terminate the agreement on the basis of any damage caused as a result.

Article 20 - Intellectual property and copyright

1. Without prejudice to the other provisions in these general terms and conditions, the user reserves the rights and powers vested in that user under the Copyright Act.
2. All documents provided by the user, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the client and may not be reproduced, made public, or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.
3. The user reserves the right to use the knowledge gained through the performance of the work for other purposes, provided that no confidential information is brought to the attention of third parties.

Article 21 - Samples and models

1. If a sample or model has been shown or provided to the client, it is presumed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered will correspond to it.

2. In the case of an order regarding immovable property, indication of the surface area or other dimensions and indications is also presumed to be intended only as an indication, without the product to be delivered having to correspond to these.

Article 22 - Non-transfer of personnel

1. During the term of the agreement and for one year after termination thereof, the client will not in any way whatsoever, except after proper business consultation has taken place with the user, employees of the user or of companies that the user has relied on for the execution of this agreement and that are (have been) involved in the execution of the agreement, employ them or otherwise have them work for them, directly or indirectly.

Article 23 - Disputes

1. The judge in the user's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the competent court according to the law.
2. Parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

Article 24 - Applicable law

1. Dutch law applies to every agreement between the user and the client.

Article 25 - Change, explanation and location of the conditions

1. These conditions have been filed at the office of the Chamber of Commerce in Eindhoven.
2. In case of interpretation of the content and scope of these general terms and conditions, the Dutch text always prevails.
3. The most recently filed version or the version that applied at the time the agreement was concluded always applies.

[end]