

General Terms and Conditions GTM Diagnostics 2025

E-mail: mike@gtm diagnostics.com

Website: <https://gtm diagnostics.com>

Article 1 - Definitions

1. GTM Diagnostics: Sachs Consultancy, located in Groningen, Chamber of Commerce number 94812357.
2. Client: the person with whom GTM Diagnostics has entered into an agreement.
3. Parties: GTM Diagnostics and Client together.
4. Consumer: a Client who is also an individual and acts as a private person.

Article 2 - Applicability

1. These terms and conditions apply to all offers, proposals, work, orders, agreements and deliveries of services or products by or on behalf of GTM Diagnostics.
2. GTM Diagnostics and the Client can only deviate from these terms and conditions if this has been agreed upon in writing.
3. GTM Diagnostics and the Client expressly exclude the applicability of the general terms and conditions of the Client or of others.

Article 3 - Offers and quotations

1. Offers and quotations from GTM Diagnostics are without obligation, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 1 month, unless a different term is stated in the offer or quotation.
3. If the Client does not accept an offer or quotation within the applicable term, the offer or quotation lapses.
4. Offers and quotations do not apply to reorders, unless GTM Diagnostics and the Client agree otherwise in writing.

Article 4 - Acceptance

1. Upon acceptance of a non-binding quotation or offer, GTM Diagnostics may still withdraw the quotation or offer within 3 days after receipt of the acceptance, without the Client being able to derive any rights from this.
2. Oral acceptance by the Client only binds GTM Diagnostics after the Client has confirmed this in writing or electronically.

Article 5 - Prices

1. GTM Diagnostics uses prices in euros, excluding VAT and excluding any other costs such as administration or shipping costs, unless otherwise agreed in writing.
2. GTM Diagnostics may always change the prices of its services and products on its website and in other expressions.
3. GTM Diagnostics and the Client agree on a total amount as a target price for a service, unless

otherwise agreed in writing.

4. GTM Diagnostics may deviate up to 10% from the target price.
5. GTM Diagnostics must inform the Client in time why a higher price is justified, when the target price will be more than 10% higher.
6. The Client may cancel the part of the order that exceeds the target price (increased by 10%) if the target price turns out to be more than 10% higher.
7. GTM Diagnostics will communicate price adjustments to the Client prior to their entry into force.
8. A Consumer may cancel the agreement with GTM Diagnostics if he does not agree with the price increase.

Article 6 - Payments and payment term

1. GTM Diagnostics requires a down payment of a minimum of 50% of the agreed amount when entering into the agreement.
2. The Client must have paid a subsequent payment within 14 days after delivery.
3. The payment terms used by GTM Diagnostics are strict payment terms. This means that if the Client has not paid the agreed amount by the last day of the payment term at the latest, he is automatically in default and in default, without GTM Diagnostics having to send the Client a reminder or notice of default.
4. GTM Diagnostics may make a delivery dependent on immediate payment or demand security for the total amount of the services or products.

Article 7 - Consequences of late payment

1. If the Client does not pay within the agreed term, GTM Diagnostics may charge the statutory interest per month for commercial transactions from the day that the Client is in default, whereby a part of a month is counted as a whole month.
2. When the Client is in default, he must also pay extrajudicial collection costs and any compensation to GTM Diagnostics.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the Client does not pay on time, GTM Diagnostics may suspend its obligations until the Client has paid.
5. In the event of liquidation, bankruptcy, attachment or moratorium of payment on the part of the Client, GTM Diagnostics' claims against the Client are immediately due and payable.
6. If the Client refuses to cooperate in the execution of the agreement by GTM Diagnostics, he must still pay the agreed price.

Article 8 - Right of suspension

1. The Client hereby waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 9 - Set-off

1. The Client waives his right to set off a debt to GTM Diagnostics against a claim on GTM Diagnostics.

Article 10 - Insurance

1. The Client must adequately insure and keep insured the following matters against, among other things, fire, explosion and water damage, and theft:
 - delivered goods that are necessary for the execution of the underlying agreement
 - goods of GTM Diagnostics that are present at the Client's premises
 - goods that have been delivered under retention of title
2. The Client shall provide GTM Diagnostics with the policy of these insurances for inspection upon first request.

Article 11 - Withdrawal of order

1. The client is free to terminate the assignment to the service provider at any time.
2. If the client withdraws the assignment, the client is obliged to pay the service provider's due wages and incurred costs.

Article 12 - Obligation to complain

1. The client is obliged to report complaints about the work performed immediately in writing to the service provider. The complaint must contain as detailed a description as possible of the shortcoming, so that the service provider is able to respond adequately.
2. A complaint can in no case lead to the service provider being held to perform other work than that which has been agreed upon.

Article 13 - Warranty

1. When the Client and GTM Diagnostics have entered into an agreement with a service-providing character, this only contains an obligation of effort for GTM Diagnostics and therefore no obligation of result.

Article 14 - Execution of the agreement

1. GTM Diagnostics will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. GTM Diagnostics may have the agreed service performed in whole or in part by others.
3. The execution of the agreement takes place in consultation and after written agreement and payment of any advance by the Client.
4. The Client must ensure that GTM Diagnostics can start the execution of the agreement on time.
5. If the Client does not ensure that GTM Diagnostics can start on time, the resulting extra costs will be borne by the Client.

Article 15 - Information provision by the Client

1. The Client shall make all information, data and documents that are relevant for the correct execution of the agreement available to GTM Diagnostics in a timely manner and in the desired form and manner.
2. The Client guarantees the correctness and completeness of the information, data and documents made available, even if these originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. When and insofar as the Client so requests, GTM Diagnostics will return the relevant documents.
4. If the Client does not make the information, data or documents reasonably required by GTM

Diagnostics available, not on time or not properly, and the execution of the agreement is delayed as a result, the resulting extra costs and extra hours will be borne by the Client.

Article 16 - Duration of service agreement

1. The agreement between GTM Diagnostics and the Client for a service is entered into for a period of 12 months, unless the nature of the agreement dictates otherwise or something else has been agreed upon in writing.
2. After the term in paragraph 1, the agreement is tacitly converted into an agreement for an indefinite period, unless the Client or GTM Diagnostics cancels the agreement with a notice period of 3 months. If the Client is a Consumer, a notice period of 1 month applies.

Article 17 - Cancellation of fixed-term service

1. The Client cannot cancel a fixed-term service agreement earlier than after 1 year.
2. After the minimum term of 1 year, the Client can cancel the agreement in paragraph 1 with a notice period of 3 months.
3. After the minimum term of 1 year, a consumer can cancel the agreement in paragraph 1 with a notice period of 1 month.
4. If the agreement for a service has been entered into for less than 1 year, the agreement cannot be canceled prematurely.

Article 18 - Intellectual property

1. GTM Diagnostics retains all intellectual property rights to all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models and mock-ups, unless otherwise agreed.
2. The Client may not show the intellectual property rights in paragraph 1 to others, make them available or use them in any other way without the prior written permission of GTM Diagnostics.

Article 19 - Confidentiality

1. The Client shall keep confidential all information, in whatever form, that he receives from GTM Diagnostics.
2. The same applies to all other information concerning GTM Diagnostics of which the Client knows or can reasonably suspect that it is secret or confidential, or of which he can expect that its dissemination could harm GTM Diagnostics.
3. The Client shall take all necessary measures to ensure that he keeps the information in paragraphs 1 and 2 confidential.
4. The confidentiality obligation described in this article does not apply to information:
 - which was already public before the Client became aware of this information or which later became public without this being the result of a breach of the Client's confidentiality obligation
 - which is made public by the Client on the basis of a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its termination.

Article 20 - Penalty clause

1. If the Client violates the article on confidentiality or intellectual property, he must pay GTM

Diagnostics an immediately due and payable penalty for each violation.

2. If the Client is a consumer, the fine in paragraph 1 is: € 1,000.
3. If the Client is not a consumer, the fine in paragraph 1 is: € 5,000.
4. In addition, the Client must pay an amount of 5% of the applicable amount in paragraph 2 or 3 for each day that the violation continues.
5. The Client must pay the fine in paragraph 1 without a notice of default or legal proceedings being necessary. There also does not have to be any damage.
6. GTM Diagnostics may also claim compensation from the Client in addition to the fine in paragraph 1.

Article 21 - Indemnification

1. The Client indemnifies GTM Diagnostics against all claims from others that are related to the products and/or services delivered by GTM Diagnostics.

Article 22 - Complaints

1. The Client must investigate a product delivered or service rendered by GTM Diagnostics as soon as possible for any shortcomings.
2. If a delivered product or service does not comply with what the Client could reasonably expect, the Client must inform GTM Diagnostics thereof within 1 month after discovering the shortcoming.
3. A consumer must inform GTM Diagnostics of the shortcoming at the latest within 2 months after discovering it.
4. The Client must provide as detailed a description as possible of the shortcoming, so that GTM Diagnostics can respond appropriately.
5. The Client must prove that the complaint relates to an agreement between the Client and GTM Diagnostics.
6. If a complaint concerns ongoing work, the Client cannot demand that GTM Diagnostics perform other work than what has been agreed upon.

Article 23 - Notice of default

1. The Client must make any notice of default known to GTM Diagnostics in writing.
2. The Client is responsible for ensuring that his notice of default actually reaches GTM Diagnostics on time.

Article 24 - Client liability

1. When GTM Diagnostics enters into an agreement with multiple Clients, each of them is jointly and severally liable for fulfilling the agreements in that agreement.

Article 25 - GTM Diagnostics liability

1. GTM Diagnostics is only liable for damage suffered by the Client if that damage was caused by intent or conscious recklessness.
2. If GTM Diagnostics is liable for damage, this only applies to direct damage that is related to the execution of an underlying agreement.
3. GTM Diagnostics is not liable for indirect damage, such as consequential damage, loss of profit or damage to third parties.
4. If GTM Diagnostics is liable, this liability is limited to the amount paid out by a concluded

(professional) liability insurance. If no insurance has been concluded or no damage amount is paid out, the liability is limited to the (part of the) invoice amount to which the liability relates.

5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and cannot lead to any compensation, dissolution or suspension.

Article 26 - Expiry period

1. Any right of the Client to compensation from GTM Diagnostics expires 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 27 - Dissolution

1. The Client may dissolve the agreement if GTM Diagnostics is culpably in default of its obligations, unless this shortcoming does not justify the dissolution due to its special nature or minor significance.
2. If the fulfillment of the obligations by GTM Diagnostics is still possible, dissolution can only take place after GTM Diagnostics is in default.
3. GTM Diagnostics may dissolve the agreement with the Client if the Client does not fully or timely fulfill his obligations under the agreement, or if GTM Diagnostics has become aware of circumstances that give it good reason to assume that the Client will not fulfill his obligations.

Article 28 - Force majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a shortcoming of GTM Diagnostics cannot be attributed to GTM Diagnostics by the Client if there is force majeure.
2. The force majeure situation in paragraph 1 also includes:
 - a state of emergency such as a civil war or natural disaster
 - breach of contract or force majeure of suppliers, deliverers or others
 - power, electricity, internet, computer or telecommunications failures
 - computer viruses
 - strikes
 - government measures
 - transport problems
 - bad weather conditions
 - work interruptions
3. If a force majeure situation occurs as a result of which GTM Diagnostics cannot fulfill 1 or more obligations to the Client, those obligations will be suspended until GTM Diagnostics can fulfill them.
4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both the Client and GTM Diagnostics may dissolve the agreement in whole or in part in writing.
5. GTM Diagnostics does not have to pay any compensation to the Client in a force majeure situation, even if GTM Diagnostics benefits from this.

Article 29 - Amendment of agreement

1. If it is necessary for its execution to amend a concluded agreement, the Client and GTM Diagnostics can amend the agreement.

Article 30 - Amendment of general terms and conditions

1. GTM Diagnostics may amend these general terms and conditions.
2. GTM Diagnostics may always implement minor changes.
3. GTM Diagnostics will discuss far-reaching changes with the Client as much as possible in advance.
4. A consumer may cancel the underlying agreement in the event of a far-reaching change to the general terms and conditions.

Article 31 - Transfer of rights

1. The Client cannot transfer any rights from an agreement with GTM Diagnostics to others without the written permission of GTM Diagnostics.
2. This provision applies as a clause with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 32 - Consequences of nullity or voidability

1. If 1 or more provisions of these general terms and conditions prove to be null and void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null and void or voidable will in that case be replaced by a provision that comes closest to what GTM Diagnostics had in mind when drawing up the terms and conditions on that point.

Article 33 - Applicable law and competent court

1. Dutch law applies to these general terms and conditions.
2. The court in the district of GTM Diagnostics' place of business has exclusive jurisdiction to hear any disputes between the Client and GTM Diagnostics, unless the law dictates otherwise.

Drawn up on January 1, 2025.