

# General Terms and Conditions

## 1. Definitions

- 1.1. **Contractor:** Renubel Netherlands BV, registered in the trade register of the Chamber of Commerce under number 95474269
- 1.2. **Client:** the Party purchasing Services from the Contractor.
- 1.3. **Services:** the services or work performed by the Contractor on behalf of the Client.
- 1.4. **Agreement:** the Agreement to which these General Terms and Conditions apply.

## 2. Offers

- 2.1. Any offer or quotation made by the Contractor is without obligation and may be revoked by the Contractor at any time. This also applies if the offer or quotation includes an acceptance period.
- 2.2. The Client shall ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand is necessary for the conclusion and implementation of the Agreement is provided to the Contractor in good time. If the Contractor's offer or quotation is based on information provided by the Client, the Client guarantees the accuracy and completeness of this information..
- 2.3. Illustrations, drawings, measurements, weights, etc. of the Services, which are provided by the Contractor as part of an offer or quotation, are not binding and are intended only to give a general impression of the Services offered..

## 3. Conclusion of the Agreement

In any case, the Agreement between the Contractor and the Client comes into effect at the moment when:

- a. Client has accepted the offer or quotation of Contractor, in writing or by email and/or has issue a purchase order; or,
- b. Contractor has accepted Client's request or order, in writing or by email; or,
- c. The Contractor has commenced performance of Services with the knowledge of the Client.

## 4. Scope of General Terms and Conditions

- 4.1. These general terms and conditions apply to all offers and quotations of Contractor and to all agreements concluded between Contractor and Client. The applicability of general (purchase) conditions of Client is explicitly rejected.

- 4.2. If one or more provisions of these general terms and conditions are null and void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable..

## 5. Performance of Services

- 5.1. The Contractor enters into a best-efforts obligation to perform the agreed Services carefully and competently on behalf of the Client.
- 5.2. Client shall submit to Contractor all information requested by Contractor, or which Client should reasonably understand that Contractor needs for the proper performance of the Services. The Client guarantees the accuracy, completeness and reliability of the information and documents made available to the Contractor, even if they originate from third parties. If Client does not, not timely or not properly make available the information required by Contractor, the resulting additional lead time of the Services and costs will be for the account of Client.
- 5.3. The Contractor and its personnel are at all times bound by all applicable laws and regulations relating to the Services, which are already in force or will be in force in the future..
- 5.4. In performing the Services, the Contractor shall only use persons who have sufficient expertise and appropriate qualifications, irrespective of whether such persons are employed by the Contractor or hired by the Contractor.

## 6. Remuneration and invoicing

- 6.1. The fee agreed by the Parties for the Services includes all costs incurred by the Contractor, unless otherwise agreed. Travel and accommodation costs incurred shall be invoiced on the basis of actual costs approved by the Client and car costs on the basis of EUR 0.50 (say fifty euro cents) per kilometre. All amounts quoted by Contractor in its quotation or invoice are exclusive of VAT and any other government levies.
- 6.2. The Contractor will not charge the Client any additional costs, with the exception of approved overtime and travel time, if the change or addition to the Services is due to circumstances attributable to the Contractor.
- 6.3. Payment of Contractor's invoices shall be made within fourteen (14) days of the invoice date, in the manner and currency stated on the invoice, unless a different payment period or method has been expressly agreed by the Parties. Client waives its right to set off a claim against Contractor against Contractor's invoices or to suspend its payment obligation to Contractor for that reason.
- 6.4. Objections to an invoice from Contractor must be reported to Contractor within fourteen (14) days of receipt by Principal. A partial dispute of the invoice does not suspend Principal's payment obligation in respect of the undisputed part.

- 6.5. If Client fails to pay within the agreed payment period, he shall be in default. Client shall owe interest over the period he is in default equal to the then current statutory commercial interest rate. All costs associated with judicial or extrajudicial collection shall be borne by Client. Without prejudice to the foregoing, Contractor shall be entitled to suspend the Services until the outstanding fee has been paid.
- 6.6. The prices or hourly rates agreed at the start of the performance of the Services are based on the price level existing at that time. Contractor is entitled to adjust the fees agreed with Client annually as of 1 January with the Services Price Index ("Prijsindex zakelijke dienstverlening"), published by CBS (Statistics Netherlands).

## 7. Confidentiality

- 7.1. Each Party will treat confidential information of the other Party with strict confidentiality. The Parties agree that they:
  - a. will not use confidential information for any purpose other than the purpose for which the confidential information was provided; and
  - b. will treat confidential information as strictly confidential and not disclose or reveal it to third Parties, including other customers of the Contractor, competitors of the Client, the public or the press.
- 7.2. Each of the Parties shall only provide confidential information to its directors, staff, affiliated companies, lawyers, subcontractors, intermediaries, auxiliary persons and/or accountants if it considers that they need to have the confidential information in order to be able to perform their work arising from or related to the Agreement. A Party will explicitly inform the persons referred to in this article about the confidential nature prior to the provision of confidential information and impose on them an equal confidentiality obligation as applies to that Party itself.
- 7.3. Notwithstanding the obligations under this Article 7, either Party shall be permitted to share , or disclose, confidential information if required to do so by a court order or legal obligation, provided that:
  - a. upon disclosure, the interests of the Party to whom the confidential information belongs are adequately protected in accordance with the Agreement; and
  - b. the disclosing Party has notified the other Party of such mandatory disclosure in sufficient time to allow the other Party sufficient time to challenge such disclosure before the competent authority, provided that such notification is permitted..
- 7.4. Each of the Parties shall, at the written request of the other Party and in any case upon termination of the work or the Agreement, for whatever reason, return and/or destroy all confidential information in its possession from the other Party, without withholding a copy thereof in any form or on any data carrier, insofar as no statutory retention periods apply.

## 8. Privacy

If, in the context of performance of the Services, personal data are processed by the Client or the Contractor, the Parties will comply with the General Data Protection Regulation (AVG) and related laws and regulations.

## 9. Intellectual property rights

- 9.1. The formation of the Agreement or the performance of the Services will not affect the intellectual property rights of a Party and does not constitute a transfer of intellectual property rights to the other Party, nor are rights of use (licences) granted to a Party, unless the Parties expressly agree otherwise.
- 9.2. The Client shall not be permitted to use the Contractor's logo and trademarks unless the Contractor has given its express written consent to do so.

## 10. Duration and termination of the Agreement

- 10.1. If no duration has been agreed for the Agreement, Contractor shall perform the Services for a definite period of at least 12 (in words twelve) months. Cancellation or termination of the Agreement is only possible if this is explicitly stipulated in the Agreement or these General Terms and Conditions or if both Parties reasonably agree to this in the interim. If a Party has not terminated the Agreement in writing at least 3 (say three) months prior to the end of the Agreement, the Agreement will be extended each time for a further fixed term of 12 (say twelve) months.
- 10.2. If the Parties have agreed on a deadline for the completion of certain Services within the term of the Agreement, this is never a strict deadline. If this period is exceeded, the Client must give the Contractor written notice of default, whereby the Contractor will be granted a reasonable period to still complete the work.
- 10.3. The Agreement between the Parties may be terminated by either Party with immediate effect and without judicial intervention being required, by registered letter, if the other Party fails to comply with one or more of the provisions of the Agreement, notwithstanding a written summons in which a reasonable period has been given to the other Party to still comply.
- 10.4. By the mere occurrence of one or more of the circumstances enumerated below, a Party shall be in default and the other Party shall be entitled to terminate the Agreement in whole or in part and with immediate effect prematurely, without prejudice to the other Party's other legal rights:
  - a. a Party ceases, dissolves or liquidates all or a substantial part of its business
  - b. a Party applies for or obtains (provisional) suspension of payments;
  - c. a Party is declared bankrupt;

## 11. Subcontracting

- 11.1. The Contractor is entitled to outsource the Services to a subcontractor, or temporarily use qualified third-party personnel such as agency workers, if necessary to fulfil its obligations.
- 11.2. If the Contractor uses third Parties or subcontractors in the performance of the Services, the Contractor remains responsible for that choice and for the work of these third Parties and/or their employees. The Services provided by these third Parties are also subject to the service levels, as may be agreed between the Parties.

## 12. Liability

- 12.1. The Contractor's liability is limited to direct damage up to an amount of EUR 50,000 (in words fifty thousand euro) per event, up to a maximum of EUR 100,000 (in words one hundred thousand euro) or to the amounts charged in relation to the assignment for a period of up to 12 (in words twelve) months.
- 12.2. The Parties' liability for indirect or consequential damage is excluded. This includes in any case loss of turnover, loss of profit and missed savings.
- 12.3. None of the limitations of liability set out in these general terms and conditions shall apply in case of wilful intent or gross negligence of a Party or personnel of a Party or in case of death or bodily injury.
- 12.4. Client is obliged to immediately report complaints about the Services to Provider. The complaint shall contain as detailed a description of the shortcoming as possible, so that Contractor is able to respond adequately. Any right to compensation shall in any case lapse 12 (in words twelve) months after the event from which the liability directly or indirectly arises.

## 13. Force majeure

- 13.1. The Parties shall not be liable for failure or delay in performing their obligations under the Agreement if and to the extent that the failure or delay is caused by a circumstance constituting force majeure. Force majeure shall not include, inter alia: failure to comply with a guarantee, shortage of personnel, internal criminal acts, personnel strikes (unless it is a nationwide, industry-wide strike or an industry-wide strike outside the control of the Supplier's management), illness of personnel (unless there is an epidemic or pandemic), delay in the supply of goods and/or services from third Parties, defective materials, attributable failure or wrongful act on the part of third Parties engaged by a Party and/or liquidity or solvency problems.
- 13.2. If, as a result of force majeure, a Party is unable to fulfil its obligations in whole or in part, that Party must notify the other Party without delay. If the Contractor invokes force majeure, the Contractor shall, within a reasonable time, provide the Client with a recovery plan to resolve or mitigate the consequences of the force majeure situation as soon as possible.

## 14. Miscellaneous

- 14.1. The performance of the Services or the content of the Agreement between the Parties shall not be considered as the existence or creation of an agency or joint venture between the two Parties. Neither party shall be permitted to enter into any obligation (also) on behalf of the other Party, unless expressly agreed otherwise
- 14.2. The Parties shall not be allowed to transfer or pledge the rights and obligations under an Agreement existing between them without the prior written consent of the other Party.
- 14.3. In case an order is given to the Contractor by more than one person, each of them shall be jointly and severally liable for the amounts due to the Contractor under that order in respect of the Services.
- 14.4. It is at all times permitted, subject to Client's approval, to change personnel deployed by Contractor for the purpose of performing the Services on behalf of Client, provided there is equivalence.
- 14.5. The Client shall not approach any personnel of the Contractor or of subcontractors of the Contractor with a request to be employed by the Client. This prohibition applies during the term of the Agreement between the Parties and until 12 (in words twelve) months after its termination.

## 15. Applicable law and competent court

- 15.1. All legal relationships between Client and Contractor to which these general terms and conditions apply shall be governed by Dutch law.
- 15.2. The court of Alkmaar has exclusive jurisdiction to take cognisance of disputes between Client and Contractor, unless provisions of mandatory law dictate otherwise.