

**Article 1 General**

1. These general conditions apply to every offer, quotation and agreement between VDH Bestuurszaken, hereinafter referred to as: "User" and a Client to which the User has declared these conditions applicable, to the extent the parties do not expressly deviate from them in writing.
2. These General Conditions also apply to agreements with the User in which third parties are involved in the performance.
3. These General Conditions also apply to the employees of the User and its management.
4. The applicability of any purchase or other conditions of the Client is explicitly rejected.
5. Should one or more provisions of these general conditions wholly or partially become invalid or void, the remaining provisions of these General Conditions shall remain fully applicable. The User and the Client shall then negotiate on new provisions to replace the invalid or void provisions, in which intent of the original provisions will be regarded to the greatest possible extent.
6. If there is unclarity with respect to the interpretation of one or more provisions of these General Conditions, interpretation shall be done 'in the spirit' of these provisions.
7. If a situation occurs between the Parties which is not regulated by these General Conditions, the situation should be judged 'in the spirit' of these General Conditions.
8. Insofar the User does not require strict compliance with these conditions, it does not mean that the provisions do not apply, or that the User loses its right to require strict observance of the provisions of these General Conditions in any other cases.

**Article 2 Proposals and Quotations**

1. All offers and/or quotations of the User are non-obliging, unless a deadline for acceptance is stated in the quotation. If no period for acceptance has been set, no rights can be derived from the proposal or quotation if the product to which the proposal or quotation relates is no longer available.
2. The User cannot be held to its quotations or offers if the Client can reasonably understand that these quotations or offers, or a part thereof, contain an obvious mistake or error.
3. The prices listed in a quotation or offer do not include VAT and other government levies, as well as any costs that are part of the agreement, including costs for travel, accommodation, shipping and handling, unless otherwise indicated.
4. The User cannot be held to the proposal or quotation if acceptance (whether or not on minor points) deviates from the offer contained in it. The agreement will in that case not be

established in accordance with said deviating acceptance, unless the User indicates otherwise.

5. A compound sales quotation does not obligate the User to execute a part of the contract at a corresponding part of the quoted price. Proposals or quotations do not automatically apply to future contracts.

**Article 3 Duration, implementation periods, transfer of risk, implementation and changes to the agreement; price increases**

1. The agreement between the User and the Client shall be for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
2. For the completion of certain activities or to the delivery of certain items, a period will be agreed or specified, which cannot be regarded as a fatal deadline. When a term is exceeded, the Client needs to issue a written notice of default to the User. The User needs to be offered a reasonable time to still perform the agreement.
3. The User shall implement the agreement to the best of its ability and in accordance with the requirements of good workmanship. Everything on the basis of the current state of scientific knowledge.
4. The User has the right to engage third parties for certain activities. The applicability of Article 7:404, 7:407(2) and 7:409 DCC is expressly excluded.
5. If the User or third parties engaged for the implementation of the contract perform work at the location of the Client, or at a location designated by the Client, the Client shall provide the facilities reasonably desired by these employees free of charge.
6. Delivery occurs ex-company of the User. The Client is required to accept the goods when they are made available to him. If the Client refuses to accept the goods or fails to provide information or instructions that are necessary for the delivery, the User shall be entitled to store the goods for the account and risk of the Client. The risk of loss, damage or loss of value transfers to the Client when the goods are made available to him.
7. The User is entitled to execute the agreement in multiple phases and invoice the executed parts separately.
8. If the contract is performed in phases, the User may suspend the execution of those parts belonging to a following stage until the Client has approved the results of the preceding stage in writing.
9. The Client shall ensure that all data indicated by the User as necessary for the implementation of the agreement, or of which the Client should reasonably understand their necessity, is timely made available to the User. If information necessary for the implementation of the agreement has not been provided to the User in time, the User has the right to suspend the execution of the implementation and/or charge the additional costs resulting from the delay according to the usual rates.

The implementation period does not start until the Client has made the information available to the User. The User is not liable for damages of any nature whatsoever caused by the use of false and/or incomplete data provided by the Client.

10. If during the execution of the agreement, it is found that the agreement must be amended or supplement to ensure its proper execution, the parties will promptly and mutually decide to amend the agreement. Adjusting the nature, scope or content of the agreement, whether or not at the request or direction of the Client, the competent authorities etcetera, and corresponding qualitative and/or quantitative changes to the agreement, can affect the originally agreed stipulations. As a result, the originally agreed amount may be increased or decreased. The User shall provide a price quotation in advance at the earliest possible opportunity. An amendment to the agreement can also change the initial period of performance. The Client accepts the possibility of amending the agreement, including a change in price and period of performance.
11. If the agreement is amended, including any additions, the User shall be entitled to implement it after approval of a competent person of the Client and after the Client has agreed to the price specified for the implementation and other conditions, including the determined moment at which implementation shall take place. Failure or delay in the performance of the amended agreement does not result in a default of the User and does not give the Client a reason to terminate or cancel the agreement.
12. Without being in default, the User may deny a request to amend the agreement if this could qualitatively and/or quantitatively affect the work and/or the goods to be delivered.
13. If the Client is found to be in default with regards to its obligations to the User, the Client will be liable for all direct or indirect damages incurred by the User.
14. If the User and the Client agree on a fixed fee or price, the User shall be entitled to increase this fee or price without the Client being entitled to terminate the agreement for that reason, if the increase results from a right or obligation under law or regulations, or is caused by an increase in cost-determining factors such as the price of raw materials, wages, etc., or for other reasons that were not reasonably foreseeable at the conclusion of the agreement.
15. If the price increases by more than 10% and is not caused by an amendment to the agreement, and occurs within three months after the conclusion of the agreement, the Client shall be entitled to

appeal to Title 5 Section 3 of Book 6 of the Dutch Civil Code in order to dissolve the agreement by means of a written statement, unless the User

- declares to be willing to implement the agreement under the original provisions;
- if the price increase results from a discretionary power of the User or an obligation under law or regulations;
- Or if it has been stipulated that the delivery shall occur three months after the conclusion of the agreement.
- Or, in case of delivery of a good, it has been stipulated that the delivery shall occur more than three months after the purchase.

#### **Article 4 Suspension, dissolution and termination of the agreement**

1. The User is entitled to suspend the fulfilment of its obligations or to terminate the agreement if the Client completely or partially fails to fulfil his obligations under the agreement, the User learns of circumstances that give reasonable cause to fear that the Client will not fulfil its obligations, the Client at the conclusion of the agreement is asked to guarantee the fulfilment of its obligations under the agreement and this guarantee is not provided or is insufficient, the Client can no longer expect the User to implement the agreement under the original conditions due to delay on the part of the Client.
2. The User shall also be entitled to terminate the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible, or if other circumstances make fulfilment of the unaltered agreement no longer reasonably possible.
3. If the agreement is dissolved, the claims of the User on the Client shall become immediately payable. If the User suspends the fulfilment of its obligations, it will retain its rights under the law and the agreement.
4. If the User enacts suspension or dissolution, he shall in no way be liable to pay any resulting damages or costs.
5. If the dissolution is attributable to the Client, the User shall be entitled to compensation for damages, including the costs directly and indirectly resulting from it.
6. If the Client fails to fulfil obligations under the agreement (and this failure justifies termination), the User shall be entitled to terminate the agreement with immediate effect without any obligation to pay any damages or compensation, while the Client can be required to pay damages and compensation in case of default.
7. If the agreement is terminated by the User, he shall consult with the Client about the work still to be done by third parties, Unless the termination is attributable to the Client. Any costs incurred by the User

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for the transfer of the work shall be charged to the User. The Client shall be obliged to pay these costs within the mentioned period, unless the User indicates otherwise.

8. In case of liquidation, (requested) suspension of payments or bankruptcy, or attachments that are not lifted within three months, against the Client, or debt suspensions or any other circumstance due to which the Client can no longer freely access its assets, the User shall have the right to terminate or cancel the agreement with immediate effect without any obligation to pay any damages or compensation. The claims of the User on the Client shall become immediately due and payable in such case.
9. If the Client cancels a placed order in whole or in part, the already performed work and the ordered and prepared goods, plus the delivery, disposal and completion costs, and the working hours reserved for the agreement, shall be charged to the Client.

### Article 5 Force majeure

1. The User is not obliged to meet any obligation to the Client if the User is hindered by a circumstance not caused by negligence and this circumstance cannot be attributed to it under the law, a legal action or generally accepted norms.
2. Force majeure in these General Conditions shall mean, in addition to the corresponding meanings in law and jurisprudence, as all external causes, foreseen or unforeseen, which cannot be influenced by the User and due to which the User is unable to fulfil its obligations. This includes any strikes at the company of the User or third parties. The User has the right to invoke force majeure if the circumstances that hinder the (further) fulfilment of the agreement occur after the User should have fulfilled its obligations.
3. The User may suspend the obligations under the agreement during the period of the force majeure. If this period lasts longer than two months, each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
4. If the User at the time of the occurrence of force majeure has met or will meet its obligations under the Agreement and the performed or to be performed part has an independent value, the User shall be entitled to invoice the already performed or to be performed part separately. The Client shall be obliged to pay this invoice as if it were a separate agreement.

### Article 6 Payment and collection costs

1. Payment must be made within 14 days after the invoice date in the manner indicated by the User

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in the currency of the invoice, unless otherwise indicated by the User in writing. The User shall be entitled to invoice periodically.

2. The Client shall be in default if he fails to pay an invoice within the designated period. The Client then owes an interest of 1% per month, unless the statutory interest is higher, in which case he owes the statutory interest. The interest on the amount due will be calculated from the day the Client is in default until the moment of payment of the full amount owed.
3. The User shall be entitled to first allocate payments made by the Client to the costs, then to the interest due, and finally to the principal and accrued interest. The User may, without being in default, refuse an offer for payment if the Client designates a different order for allocation of payments. The User may refuse full payment of the Client if the accrued interest and collection costs are not also paid.
4. The Client shall never be entitled to any settlement with amounts owed to the User. Any objections to the amount of an invoice do not suspend the payment obligation. The Client shall not be entitled to suspend payment of an invoice for any reason if he is not entitled to an appeal based on 6.5.3 DCC (Articles 231 to 247 Book 6 DCC).
5. If the Client is in default or neglects to timely fulfil its obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the Client. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection industry, currently in accordance with "Rapport Voorwerk II". If the User, however, has to reasonably incur higher costs for the collection, the actual suffered costs will be charged. Any judicial and execution costs shall also be charged to the Client. The Client shall also owe interest on the collection costs.

### Article 7 Reservation of ownership

1. All products delivered by the User under the agreement remain the property of the User until the Client has properly met all obligations under the agreement(s).
2. Products delivered by the User under reservation of ownership pursuant to paragraph 1 may not be resold and may never be used as payment. The Client is not authorised to pledge or in any other way encumber goods delivered under the reservation of ownership.
3. The Client must always do all that may be reasonably expected of him to secure the property rights of the User. The Client shall be obliged to immediately inform the User if any third party levies attachment or desires to establish or assert any right on the goods delivered under reservation of ownership. The Client also

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undertakes to insure the goods delivered under reservation of ownership and to keep them insured against fire, explosion and water damage and theft, and to provide the policy of this insurance to the User for inspection on first request. The User shall be entitled to any payments made by the insurance company in relation to this insurance. To the extent necessary, the Client undertakes in advance to cooperate with all that proves to be necessary or desirable in this respect.

4. In case the User wishes to exercise its reservation of ownership, the Client grants his unconditional and irrevocable permission to the User (and third parties designated by the User) to enter the premises where the property of the User is located and to retrieve it.

### **Article 8 Warranties, investigation and complaints, limitation period**

1. The goods delivered by the User meet the usual reasonable requirements and standards at the time of delivery and for their normal use in the Netherlands. The warranty indicated in these General Conditions only applies to goods intended for use within the Netherlands. If the delivered goods are used outside the Netherlands, the Client must verify whether their use is suitable for the use in the corresponding country and meets the conditions stipulated there. The User can impose another warranty and/or conditions for the goods or the work if that is the case.
2. The warranty indicated in Article 1 applies for a period of up to 3 months after delivery, unless the nature of the goods determine otherwise or if the parties have agreed otherwise. If the User provides warranty for a product manufactured by a third party, this warranty shall be limited to the warranty provided by this third party, unless otherwise specified.
3. Every form of warranty lapses if a defect is caused by or results from improper use or use after the expiry date, improper storage or maintenance by the Client and/or third parties when, without written permission from the User, the Client or third parties have modified (or tried to modify) the goods, have attached other goods to it, or if the goods were processed or modified in a non-specified manner. The Client cannot claim warranty if the defect is caused by or is the result of circumstances which cannot be influenced by the User, including weather conditions (such as but not limited to extreme rain or temperatures) etc.
4. The Client is held to immediately inspect the goods when they are made available to him or after the work has been performed. The Client must inspect whether the quality and/or quantity of the delivered goods meets the requirements agreed by the parties.

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Any visible defects must be reported to the User in writing within seven days after delivery. Any non-visible defects must immediately be reported to the User in writing, but always within fourteen days after discovery thereof. The report must give a detailed description of the defect in order to give the User the opportunity to respond adequately. The Client must allow the User the opportunity to investigate a complaint, or a have a complaint investigated.

5. The payment obligation of the Client will not be suspended in case of timely complaint. The Client shall in this case still be held to accept and pay for any other orders and for everything he has contracted the User.
6. If a defect is reported at a later moment, the Client shall no longer be entitled to repair, replacement or compensation.
7. If a good has been found to be defect and complaint has been made in time, the User shall replace, repair or provide compensation for the good after a reasonable period after the receipt thereof, or if returning the good is not possible, after written notice of the defect by the Client, at the discretion of the User. In case of replacement, the Client is held to return the replaced good to the User and transfer the ownership thereof, unless the User indicates otherwise.
8. If it is determined that a complaint is unfounded, any resulting costs, including costs incurred by the User in its investigation, shall be fully borne by the Client.
9. After expiry of the warranty period, all costs for repair or replacement, including administration and shipping and call-out costs, shall be charged to the Client.
10. Notwithstanding the statutory limitation periods, the limitation period for all claims and defences against the Client and third parties involved in the execution of the agreement is one year.

### **Article 9 Liability**

1. If the User is found to be liable, this liability shall be limited by the arrangements in this provision.
2. The User shall not be liable for damages of any nature whatsoever resulting from the use of incorrect and/or incomplete data provided by or on behalf of the Client.
3. If the User is found to be liable for any damages, this liability shall be limited to a maximum of twice the invoice value of the order, at least to the part of the order to which the liability relates, unless it has been decided otherwise in law and regulations.
4. The liability of the User shall always be limited to the amount of the payment made by the insurer.
5. The User is only liable for direct damage.

6. Direct damage only means the reasonable costs for determining the cause and extent of the damage, insofar this relates to damage under these conditions, any reasonable costs to investigate the poor performance of the User, in so far as this can be attributed to the User, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage under these general conditions. The User shall never be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings and damages due to business interruptions.
  7. The limitations of liability set out in these General Conditions shall not apply if the damage is due to intent or gross negligence of the User.
2. The last deposited version will always be applicable, or the version which applied at the time the legal relationship with the User was entered into.
  3. The Dutch text of the General Conditions is decisive for the interpretation thereof.

**Article 10 Indemnification**

1. The Client indemnifies the User against any claims by third parties who suffered damages in connection with the performance of the Agreement that are not attributable to the User. If the User is addressed by a third party in this regard, the Client is obliged to assist the User both legally and para-legally and immediately do all that may be expected from him in this case. If the Client fails to take adequate measures, the User shall be entitled to do so himself without notice of default being required. All resulting costs and damages incurred by the User and other parties shall be completely for the account and risk of the Client.

**Article 11 Intellectual property**

1. The User reserves the rights and powers to which he is entitled under the Copyright Act and other intellectual property laws and regulations. The User reserves the right to use information gained in the performance of the activities for other purposes if no confidential information of the Client is disclosed to third parties.

**Article 12 Applicable law and disputes**

1. Only Dutch law applies to all legal relationships in which the User is a party, even if a contract is wholly or partially performed abroad, or if the party involved in the legal relationship is domiciled there. The applicability of the CISG is excluded.
2. The competent court in the place of the User shall have exclusive jurisdiction to hear disputes, unless the law requires otherwise. The User shall nevertheless be entitled to submit the dispute to the competent court.
3. The parties will first appeal to the court if they have made every effort to settle a dispute in mutual consultation.

**Article 13 Access to these conditions**

1. These conditions are filed with the Chamber of Commerce of The Hague.