

General Terms and Conditions of Exterus B.V.

ARTICLE 1 – Definitions

1. In these general terms and conditions, the following terms shall have the following meanings:
Client: the party entering into an Agreement with Contractor;
Contractor: Exterus B.V.;
Agreement: the agreement(s) for services entered into between the Client and the Contractor.

ARTICLE 2 – Applicability

2. These general terms and conditions apply to all Agreements and to all offers and quotations made by the Contractor. The applicability of purchasing or other conditions is explicitly rejected by the Contractor.
3. The Contractor reserves the right to unilaterally amend these general
4. terms and conditions. The new conditions also apply to any existing Agreement.
5. If any provision of these general terms and conditions or the Agreement is void or annulled, the remainder of the general terms and the Agreement shall remain in force, and the void or annulled provision shall be replaced by a provision with similar effect.
6. All provisions of these general terms also apply to (in)direct directors and affiliated parties of the Client, as well as to those working for or on behalf of the Client and/or engaged by them.
7. All provisions in these general terms shall also constitute irrevocable third-party clauses free of charge, as referred to in Article 6:253 paragraphs 1 and 4 of the Dutch Civil Code, for the benefit of all parties involved or engaged in the performance of any Agreement, and for the benefit of all parties for whose acts or omissions the Contractor may be held liable.

ARTICLE 3 – Offers and Quotations

8. All offers and quotations made by the Contractor are non-binding unless explicitly stated otherwise.
9. If an offer or quotation is accepted by more than one Client, each Client shall be jointly and severally liable for the fulfilment of the Agreement.

ARTICLE 4 – Data and Information

10. The Client guarantees the accuracy and completeness of all data and information provided.
11. The Contractor is only obliged to (further) execute the Agreement if the Client has provided all requested data and information. Any additional costs and delays resulting from late, incorrect, or incomplete provision of such data or information shall be borne by the Client.

ARTICLE 5 – Execution of the Assignment

12. All assignments are accepted and executed exclusively by the Contractor, with the exclusion of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code.
13. The Contractor is entitled to engage third parties in the performance of the Agreement. The Contractor is not liable for any shortcomings or errors of any kind made by these third parties and is authorized to accept limitations of liability on behalf of the Client.
14. The Contractor will perform the Agreement to the best of their ability and as a diligent professional; however, the Contractor does not guarantee any specific result.
15. Deadlines for completion are target dates and not strict deadlines.
16. The Contractor is entitled to charge changes made by the Client to the assignment at the agreed rate or, in its absence, at the Contractor's standard rates. Additional work will be charged based on actual costs.

ARTICLE 6 – Fees and Payment

17. The Client owes a fee for the performance of the Agreement in accordance with the Contractor's standard rates, calculation methods, and procedures.

The Contractor may unilaterally adjust its rates and charge them to the Client in the event of changes in cost-determining factors such as legal or regulatory changes.

18. Payment must be made within fourteen (14) days from the invoice date, without suspension, deduction, discount, or set-off. Failing this, the Client is legally in default, and the Contractor is entitled to suspend further performance. The Client is also liable for statutory commercial interest and extrajudicial collection costs, with a minimum of EUR 750.00. For individual Clients not acting in a professional or business capacity, statutory interest applies and collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs Scale ("BIK scale"), with a minimum of EUR 40.00.
19. The Contractor reserves the right to require the Client to provide security for payment; failure to do so entitles the Contractor to suspend obligations or terminate the Agreement without prior notice or liability for damages.

ARTICLE 7 – Client Rights

20. If the Client disagrees with the work performed or an invoice, they must notify the Contractor in writing and with justification within 30 days of the relevant documentation or invoice. If the Client reasonably could not have discovered the defect earlier, the notice period is 30 days from discovery. In case of a justified complaint, the Contractor may choose to adjust the invoice, improve or redo the work free of charge, or cease the assignment with a proportional refund. The Contractor is not obliged to provide further compensation.
21. A complaint does not suspend the Client's payment obligation.

ARTICLE 8 – Termination

22. If an Agreement is for an indefinite term, either party may terminate it in writing without stating a reason, with a notice period of at least 3 months.
23. Agreements for a fixed term may not be terminated prematurely unless agreed otherwise in writing and without prejudice to clause 8.4. If the Client is a natural person not acting in a professional or business capacity, either party may terminate with 1 month's notice.
24. If the Client terminates the Agreement, the Contractor may charge all incurred costs.
25. Each party may terminate the Agreement with immediate effect if the other party:
 - a. fails to pay any amount due;
 - b. materially breaches any obligations under the Agreement and fails to remedy within two weeks after a detailed written demand;
 - c. applies for suspension of payments, debt restructuring (WSNP), or bankruptcy, or is declared bankrupt and this is not reversed within two weeks;
 - d. proposes a private settlement with creditors or has assets seized or otherwise loses control over assets;
 - e. ceases or significantly reduces operations, or a resolution is passed to dissolve or liquidate the company;
 - f. dies or is placed under guardianship or administration.
26. If the Contractor terminates the Agreement under clause 8.4, the Client must reimburse all costs incurred up to that point, including time spent, disbursements, and third-party expenses, without prejudice to the Contractor's right to further compensation.
27. Upon termination, there shall be no reversal of services already rendered or payments already made. Any invoices sent prior to termination for services properly performed remain payable and become immediately due, without set-off against any claim the Client may have.
28. The parties exclude the applicability of Article 7:408 of the Dutch Civil Code, unless this conflicts with mandatory law.

ARTICLE 9 – Liability

29. The Contractor is not liable for any damage arising from reliance on incorrect or incomplete information provided by or on behalf of the Client, nor for loss, corruption, or destruction of Client data.
30. The Contractor's liability is limited to direct damages resulting from intent or wilful recklessness by the Contractor or its executive personnel.
31. Liability is limited per event to the amount covered by the Contractor's liability insurance.
32. If the insurance does not provide coverage, liability is limited to the amount paid by the Client for the relevant part of the assignment, with a maximum of EUR 50,000 per calendar year. For long-term contracts (3 months or more), the amount is based on the previous 3 months' payments.
33. A series of related incidents is considered a single event.
34. The Contractor is not liable for lost profits, business losses, missed savings, fines, reduced goodwill, or any indirect or consequential damages, including immaterial damage.
35. The Client shall indemnify and hold the Contractor harmless from any third-party claims, including shareholders, directors, supervisory board members, employees, and affiliated entities, arising from or related to the Agreement, unless caused by the Contractor's intent or gross negligence. The Contractor has the right of recourse for any amounts paid in damages or costs.
36. Beyond the cases mentioned in this article, the Contractor accepts no liability, regardless of the legal basis.
37. Unless otherwise stated, any legal claims by the Client against the Contractor expire one year after the assignment is completed.

ARTICLE 10 – Client Identification and Compliance

38. The Contractor is legally obliged, when accepting an assignment, to verify the Client's identity, assess potential indications of unlawful activity, and report unusual transactions to the appropriate authorities without the Client's knowledge or consent.
39. Pursuant to EU Directive 2018/822 on the mandatory exchange of tax-related information regarding reportable cross-border arrangements, potentially aggressive tax structures applicable from 25 June 2018 must be reported to the Tax Authorities.
40. Personal data of the Client and related individuals will only be processed as necessary to perform the assignment and meet legal obligations. The Contractor's privacy policy applies to the processing of such data and is available at www.exterus.nl/en/privacypolicy.
41. By assigning work to the Contractor, the Client confirms awareness of the legal requirements in this Article 10 and agrees to provide all necessary information and documentation.

ARTICLE 11 – Governing Law and Jurisdiction

42. All Agreements are governed exclusively by Dutch law.
43. All disputes relating to these general terms and the Agreement shall be submitted to the competent court in The Hague, unless mandatory law provides otherwise.
44. These general terms are drawn up in both Dutch and English, with the Dutch version prevailing in case of interpretation differences.