

GENERAL TERMS AND CONDITIONS

I. Definitions

In these general terms and conditions the following terms have the meanings referred to:

- a) Vijverborgh: De Vijverborgh B.V., or another legal entity affiliated to it in a group, as referred to in Article 2:24b of the Dutch Civil Code.
- b) Client: Vijverborgh's contract party.
- c) Action Plan: the project plan that shows the content and time schedule of the agreed work by Vijverborgh.

II. Applicability of the conditions

- a) These conditions apply to every quotation and every agreement for interim services and/or hiring, including agreements of assignment, between De Vijverborgh B.V. and the client, unless otherwise agreed in writing.
- b) The applicability of the client's general terms and conditions is hereby explicitly rejected.
- c) Only by written agreement, prior to the start of interim services and/or hiring, deviations from these general terms and conditions can be made. Deviations and/or additions agreed upon in writing shall be deemed to have been agreed upon only for the agreement to which they relate. For each new or subsequent agreement, deviations from these general terms and conditions must be agreed upon again in writing.

III. Offers and formation of agreements

- a) Offers issued by Vijverborgh (of which the Action Plan is part) are non-binding and are valid for 30 days, unless indicated otherwise.
- b) An assignment given to Vijverborgh is considered to be an offer by the client that can only be considered to be accepted by Vijverborgh after written confirmation from Vijverborgh.
- c) An order confirmation sent by Vijverborgh to the client is considered to be a correct and full portrayal of the content of the concluded agreement.
- d) In the event of an order confirmation sent by Vijverborgh, the agreement will be considered to have been formed at the moment at which Vijverborgh sends the order confirmation.
- e) The client is regarded as agreeing with the content of the order confirmation unless the client has informed Vijverborgh in writing within three working days after the date on which the order confirmation was signed that they cannot agree with the content.
- f) The client, and companies affiliated to the client, are not allowed to enter into an employment relationship of any kind whatsoever with the relevant candidates of De Vijverborgh B.V., directly for themselves, through and/or for third parties, twelve months after the written offer of candidates, subject to prior written consent of De Vijverborgh B.V.

IV. Supply of personnel

- a) De Vijverborgh B.V. selects the personnel based on the information known to De Vijverborgh B.V. about the personnel member on the one hand and the client's request in relation to the work to be performed on the other hand.
- b) If the client is of the opinion that the member of personnel provided by De Vijverborgh B.V. does not meet the requirements set, the client is entitled to dismiss the member of personnel in question and ask De Vijverborgh B.V. for another member of personnel. The client remains obliged to pay for the hours worked by the dismissed staff member.
- c) De Vijverborgh B.V. will make every effort to provide a replacement. The client is not entitled to compensation of any kind in the event that the personnel made available are unable to perform.
- d) The staffmember deployed by De Vijverborgh B.V. on location, performs the activities assigned by the client under the client's management and supervision and at the location designated by the client.
- e) The client shall give instructions to the staff member and provide supplies on loan which are necessary or reasonably desirable for the successful performance of the work.
- f) Without prejudice to the obligation of the client to compensate the damage suffered and to be suffered by De Vijverborgh B.V., including costs incurred and loss of profit, the client indemnifies De Vijverborgh B.V. against all claims for compensation of the damage suffered by the assigned member of staff or his/her heirs, of any nature whatsoever, which arose before, during, or after the work done for or on behalf of the client and for which the client holds De Vijverborgh B.V. liable .



V. Prices

- a) All prices referred to by Vijverborgh exclude VAT, unless agreed otherwise explicitly and in writing.
- b) Applicable rates include evening, weekend and public holiday surcharges, when applicable.
- c) The hours worked shall be properly administered by the client and the staff member and shall be signed off monthly between the parties.

VI. Competition Clause

- a) The client is not permitted, except with the prior written consent of De Vijverborgh B.V., to employ personnel provided by De Vijverborgh B.V. or otherwise to have work performed outside De Vijverborgh B.V.
- b) The provisions in paragraph a) apply until 12 months after the last working day, that the relevant staff member was made available to the client for De Vijverborgh B.V.
- c) In case of violation of the previous paragraphs a) and b), the client forfeits to De Vijverborgh B.V. without prior notice of default or judicial proceedings, an immediately claimable fine of €25,000 for each violation, without there being any need for damages and without prejudice to De Vijverborgh B.V.'s right to claim full damages.
- d) If the client wishes to employ or take over the personnel member provided by De Vijverborgh B.V., a written request must be submitted to De Vijverborgh B.V. In mutual consultation a takeover sum can then be determined, which will be transferred to De Vijverborgh B.V. by the client and De Vijverborgh B.V. will give written approval to the client and the staff member in question for takeover.

VII. Sickness, holidays and other absences

- a) In the event of illness, holidays, leave and so on of the personnell made available to the client, De Vijverborgh B.V. will report the reason and duration of the impediment to the client as soon as possible after it becomes known.
- b) If the client indicates that, in the event that the staff member made available is unable to work, it wishes an approximately equivalent replacement, De Vijverborgh B.V. will make every effort to place such a replacement.
- c) The client shall not be entitled to compensation of any kind in the event of impediment of the personnel made available.

VIII. Confidentiality

- a) Both parties are obliged to observe secrecy with regard to all confidential information which they have acquired from each other, or from another source within the framework of the agreement. Information is deemed confidential if the other party has communicated this, or if this follows from the nature of the information.

IX. Intellectual property

- a) If the staffmember made available to the client by De Vijverborgh B.V., during the work assigned by the client, performs a performance that is susceptible to intellectual property acquisition, such as patent, trademark, model or copyright, this right belongs to De Vijverborgh B.V. unless otherwise agreed in writing.
- b) The client client is not entitled to any compensation regarding the transfer of the above rights.

X. Termination of the agreement

- a) Claims of De Vijverborgh B.V. against the client are immediately due and payable in, inter alia, the following cases:
 - If after the conclusion of the agreement circumstances come to the knowledge of De Vijverborgh B.V. which give De Vijverborgh B.V. good reason to fear that the client will not fulfil his obligations;
 - in case of of bankruptcy, liquidation or suspension of payments of the principal, or application or filing for bankruptcy or suspension of payments;
 - if client is in default and does not fulfil its obligations under the agreement.
- b) In the aforementioned cases, De Vijverborgh B.V. is authorised to suspend the further execution of the agreement and/or to proceed to dissolution, under the obligation of the client to compensate the damage suffered by De Vijverborgh B.V. as a result and without prejudice to the other rights to which De Vijverborgh B.V. is entitled.
- c) Either party may terminate the agreement at any time by giving written notice to the other party stating at least the reason for the termination as well as the date on which the termination takes effect.



d) In the event of termination, the client is obliged to pay De Vijverborgh B.V., according to the state of the work at the time the termination takes effect: the fee, additional costs and all costs reasonably incurred and yet to be incurred, resulting from obligations that De Vijverborgh B.V. has already entered into at the time of the termination with a view to the further fulfilment of the agreement. If the notice is given by the client, the total amount due will be increased by 10% and if the notice is given by De Vijverborgh B.V., the total amount due will be reduced by 10%.

XI. Payment

- a) Payment must take place within 14 days after the date of the invoice by legal tender by transferring the payable amount to Vijverborgh's bank account. If this deadline is exceeded without full payment having taken place, the client will be legally in default and late payment interest equal to the applicable statutory commercial interest will be payable.
- b) In the event of payment to Vijverborgh's bank account the day of crediting will apply as the day of payment.
- c) Payment must take place without discount or set off and neither can the payment of Vijverborgh's invoices be suspended.
- d) If the parties have agreed an hourly rate, the hours worked must be sufficiently specified on the invoice.
- e) If the parties have agreed that the assignment is to be carried out for a unit price, the invoice must specify how many units of work are being charged.
- f) All legal costs incurred by Vijverborgh, which Vijverborgh is required to make in order to enforce its rights in relation to the agreement concluded between Vijverborgh and the client, will be for the client's account, unless they are unreasonably high.
- g) If Vijverborgh takes collection measures against a client that is in default, those costs incurred in connection with such collection will be payable by the client, subject to a minimum of 15% of the outstanding amount. Extrajudicial collection costs are also payable if only a single demand is sent.
- h) Before providing personnel, De Vijverborgh B.V. is entitled to demand sufficient security for the fulfilment of payment obligations from the client. If the required security is not or insufficiently demonstrated, invoices will be drawn up on the basis of expected deployment for the next 4 weeks and a 100% down payment will be required, which must be paid prior to said period.

XII. Force majeure

- a) De Vijverborgh B.V. is not liable for not, not correctly or not timely execution of assignments granted to De Vijverborgh B.V., if the cause thereof cannot be attributed to De Vijverborgh B.V. or is the result of force majeure in the broadest sense of the word.

XIII. Liability

- a) Vijverborgh's liability vis-à-vis the client and third parties for loss or damage, irrespective of the relevant basis, is always limited to the amount to which the liability insurance gives entitlement in the case in question, plus the excess. If and insofar as, for whatever reason, no payment is made under said insurance, any liability on the part of Vijverborgh will be limited to the amount of the invoice value of the assignment, subject to a maximum of the fee that was charged by Vijverborgh to the client in the 12 months prior to the loss or damage arising (excl. VAT).
- b) Vijverborgh is only liable for direct loss or damage. Direct loss or damage does not include, in any event, consequential loss (including damage to the client's image), production loss, loss of turnover and/or profit and/or interest, a reduction in the value of products and the costs which would have been incurred in relation to performance if the assignment had been properly executed from the beginning. Neither does Vijverborgh accept any liability in relation to any air volumes and technical cooling capacity provided. The data provided is always an indication.
- c) Any Any right of action on the part of the client vis-à-vis Vijverborgh will lapse at the end of one year after the assignment has been completed by Vijverborgh in accordance with the agreement. In the case of sub-assignments this deadline will be regarded as applying after the completion of each sub-assignment.
- d) The client indemnifies Vijverborgh against third-party claims in connection with the performance by Vijverborgh of the assignment insofar as, pursuant to the agreement and these general terms and conditions, this loss or damage is not for Vijverborgh's account and risk in relation to the client.
- e) Vijverborgh will, at all times, exercise due care when engaging third parties. Vijverborgh is not liable for any failures by these third parties.
- f) The limitation of liability under a)) also applies to mistakes by third parties engaged by Vijverborgh, or to the improper functioning of equipment, software, data files, registers or other items, without exception, used by Vijverborgh for the performance of the agreement.



- g) Vijverborgh is not liable for loss or damage, of whatever nature, caused due to Vijverborgh having used inaccurate and/or incomplete data issued by the client, unless Vijverborgh should have been aware of said inaccuracy or incompleteness.
- h) The liability restrictions included in these conditions do not apply if the loss or damage is the consequence of intent or deliberate recklessness on the part of Vijverborgh .

XIII. Applicable law

Any agreement between Vijverborgh and the client is governed by Dutch law.

XIV. Settlement of disputes

Contrary to the rules of the competence of the civil court, any dispute between the client and Vijverborgh will be settled by the court of Zeeland-West-Brabant, Breda location.

