

General Terms and Conditions of Biesboer Expertise

Article 1: Definitions

- 1.1 In these general terms and conditions, the following terms shall have the following meanings:
- a. General Terms and Conditions: the present general terms and conditions used by Biesboer Expertise.
 - b. Biesboer Expertise: the private limited liability company Biesboer Expertise B.V., with its statutory seat in Egmond aan Zee, having its office at Diamantweg 68, (1812 RC) Alkmaar, registered with the Chamber of Commerce under number 37062871, or any other company or entity that uses these general terms and conditions with the permission of Biesboer Expertise.
 - c. Client: the natural or legal person who avails services from Biesboer Expertise and/or has instructed Biesboer Expertise to provide services.
 - d. Assignment and/or Agreement: any agreement under which Biesboer Expertise provides services or goods or carries out assignments for the Client.

Article 2: Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions shall apply to all quotations, requests, notifications, Agreements (and their performance), services, goods provided by Biesboer Expertise, and anything that may arise from or in connection with the aforementioned agreements, services, activities, goods, offers, etc., including but not limited to follow-up assignments and/or amended assignments, unless expressly agreed otherwise in writing.
- 2.2 Biesboer Expertise explicitly rejects the applicability of any general terms and conditions of the Client.
- 2.3 In case of any discrepancy between the Dutch text of the General Terms and Conditions and translations thereof, the Dutch text shall prevail.
- 2.4 If Biesboer Expertise does not invoke any provision of the General Terms and Conditions in any case, deviates therefrom, a provision in these General Terms and Conditions is declared null and void by judicial intervention, or is annulled, this does not imply that it will no longer be able to invoke these General Terms and Conditions in subsequent cases.

Article 3: Offers

- 3.1 All quotations, offers, and price quotations from Biesboer Expertise, in whatever form, are entirely without obligation.
- 3.2 Each quotation, offer, or price quotation is based on the data, drawings, calculations, specifications, and other information provided by the Client on the occasion of the request. Biesboer Expertise may rely on the accuracy of this information provided.
- 3.3 If information is provided for only a part of the Assignment to be carried out, Biesboer Expertise is not bound by the price stated for the entire part if it would appear that the part not shown requires proportionally more work than the part shown.

Article 4: Agreement

- 4.1 Except as provided below, an agreement with Biesboer Expertise is only concluded after Biesboer Expertise has accepted or confirmed an Assignment in writing or when Biesboer Expertise actually performs the Agreement.



- 4.2 The order confirmation is deemed to accurately and completely reflect the content and purpose of the Agreement.
- 4.3 Any subsequently made additional agreements or changes, as well as (oral) agreements and/or commitments made by employees of Biesboer Expertise or on behalf of Biesboer Expertise by third parties, bind Biesboer Expertise only if they are confirmed or ratified in writing in accordance with the provisions of Article 4.1.
- 4.4 Without the written consent of Biesboer Expertise, the Client is not entitled to assign or encumber its rights under the Agreement to a third party.

Article 5: Execution of the Agreement

- 5.1 Biesboer Expertise shall observe the care of a diligent contractor (Article 7:401 of the Dutch Civil Code) in the execution of the Agreement.
- 5.2 The Agreement shall, regardless of the nature of the assignment given under the Agreement, be executed solely on the basis of a best efforts obligation. Biesboer Expertise does not guarantee any results under any circumstances.
- 5.3 The execution of the Agreement shall be at the expense and risk of the Client.
- 5.4 Biesboer Expertise is entitled to do or omit anything it deems necessary or desirable in the interest of the Agreement at its own discretion and at the expense and risk of the Client.
- 5.5 If Biesboer Expertise deems it necessary or desirable for the proper execution of the Agreement, Biesboer Expertise may engage third parties in the execution of the Agreement.
- 5.6 The Client hereby unconditionally and irrevocably declares that Biesboer Expertise is authorized to contract with third parties, whether in its own name or on behalf of the Client, accepting or applying the general terms and conditions used by third parties, even if those general terms and conditions contain a provision that completely excludes or (significantly) limits the liability of the third party, contains an (arbitration) jurisdiction clause, contains a choice of law clause, and/or contains an indemnification clause. All provisions, including liability-limiting, excluding, or determining conditions, that third parties may invoke against Biesboer Expertise in the context of the given Assignment shall also be applicable to the Client by Biesboer Expertise.
- 5.7 Third parties are instructed at the expense and risk of the Client. Biesboer Expertise is not liable or responsible for shortcomings of third parties. Biesboer Expertise is also not responsible or liable for the non-functioning or improper functioning of goods to be used by it or by third parties, including, but not limited to, software, databases, registers, etc. If Biesboer Expertise is nevertheless liable for such shortcomings or the (proper) functioning of goods, Biesboer Expertise shall only be liable to the extent that it would be liable for its own acts or omissions under these General Terms and Conditions.

Article 6: Invoicing and payment

- 6.1 The Client must pay the invoices of Biesboer Expertise no later than 30 days after the invoice date by deposit or transfer to the bank or giro account specified on the invoice, unless otherwise agreed between the parties.
- 6.2 The Client must pay the invoices of Biesboer Expertise in accordance with Article 6.1 and is in no case entitled to invoke any right of suspension or setoff.
- 6.3 If the amounts stated on the invoice are charged exclusive of any taxes, levies, or surcharges imposed by the government, including VAT, Biesboer Expertise is entitled to charge them to the Client, even in cases where the invoices of Biesboer Expertise or in its correspondence state that there is a final invoice.



- 6.4 The Client must raise any objections to the amount charged within ninety days of the invoice date in writing to the management of Biesboer Expertise, failing which the amount charged shall be deemed accepted and due by the Client, and any right to object shall lapse.
- 6.5 If the agreed payment term is exceeded, the Client is in default from the day that term has expired, without any further notice of default from Biesboer Expertise being required.
- 6.6 If the Client is in default as referred to in Article 6.5, the Client shall owe interest on the amount due from the date of exceeding the term until the day of full payment, at a rate equal to the statutory commercial interest (*wettelijke handelsrente*). When calculating the interest due, a part of a month shall be considered as a full month. In the event that the Client is a natural person not acting in the course of a profession or business, Biesboer Expertise shall only have the authority to charge the statutory interest as referred to in Article 6:119 of the Dutch Civil Code.
- 6.7 In the event of late payment, the Client shall owe extrajudicial collection costs (*buitengerechtelijke incassokosten*) to Biesboer Expertise. The extrajudicial collection costs are determined in accordance with the Collection Costs Standardization Act (*besluit vergoeding voor buitengerechtelijke incassokosten*) and are at least equal to 15% of the outstanding amount, with a minimum of €250. The extrajudicial collection costs are calculated from the moment the Client is in default until the moment of payment of the full amount due, or until Biesboer Expertise, in its sole discretion, decides to initiate legal proceedings for collection.
- 6.8 Payments made by the Client shall always be allocated first towards settling all due costs and subsequently towards all due interest in the order of maturity of the invoices that have been outstanding the longest. This shall apply even if the Client specifies with their payment that it pertains to an invoice of a later date.

Article 7: Obligation to Provide Information by the Client

- 7.1 The Client shall, simultaneously with the issuance of the Assignment, or as soon as possible thereafter, provide Biesboer Expertise with all data and information necessary for the proper execution of the Assignment, free of charge.
- 7.2 The Client shall ensure that the provided data and information are correct and complete. Biesboer Expertise is entitled to suspend the commencement or execution of its activities to verify the accuracy of the provided data and information. In any case, Biesboer Expertise shall not be liable for any damage, whether in whole or in part, resulting from data and information provided by or on behalf of the Client that are found to be incorrect, incomplete, or not timely.
- 7.3 If Biesboer Expertise and/or third parties engaged by it suffer damages as a result of inaccuracies and/or incompleteness of that data, the Client shall be obliged to compensate for such damages.

Article 8: Reporting

- 1.1 At the end of the execution of the Assignment, Biesboer Expertise shall provide the Client with a written report of its findings. Furthermore, upon request of the Client, Biesboer Expertise may issue an interim report to the Client. Such reports are intended solely for the Client, but Biesboer Expertise shall not unreasonably withhold its consent for the Client to provide a report to a specifically named third party. The Client who allows a third party to become aware of the executed Assignment and/or a report shall immediately provide such third party with a copy of these General Terms and Conditions and shall ensure that such third party accepts the applicability of these General Terms and Conditions, also to ensure that any possible liability of

Biesboer Expertise towards such third party (including its insurers) shall never exceed the amount of possible liability of Biesboer Expertise towards its Client.

Article 9: Suspension and Termination

9.1 In case of:

- (suspicion of) non-fulfillment or untimely fulfillment of any obligation incumbent upon the Client towards Biesboer Expertise;
- death of the Client;
- the Client being placed under guardianship, administration, or curatorship;
- (an application for) moratorium on payments, bankruptcy, and/or debt rescheduling;
- reaching a extrajudicial settlement with the creditors of the Client;
- seizure against the Client;
- full or partial transfer and/or cessation of the Client's business;
- merger, division, and dissolution of the Client;
- transfer of control over the Client, its business, and/or apparent reduced creditworthiness of the Client;

Biesboer Expertise shall be entitled to entirely or partially terminate all still ongoing agreements or parts thereof, which at that moment still need to be executed, by means of a written statement, without any judicial intervention being required and without prejudice to its right to claim damages. In the situations listed in this article, any claim that Biesboer Expertise may have against the Client shall become immediately and entirely due and payable.

9.2 In addition to the right to terminate, Biesboer Expertise shall have the right to suspend its own obligations if any of the circumstances mentioned in Article 9.1 occurs.

Article 10: Liability

- 10.1** Biesboer Expertise is in no way liable to the Client for any loss, damage, delay, or costs of any kind whatsoever, directly or indirectly and however arising, unless such damage is the result of intent or gross negligence on the part of Biesboer Expertise or any of its directors, employees, or subcontractors.
- 10.2** If the Client is a natural person who does not act in the course of a profession or business, Biesboer Expertise is only liable for damage that is the direct and immediate result of the actions or omissions of Biesboer Expertise. For example, Biesboer Expertise is not liable for indirect or consequential damage, such as lost profits, reputational damage, missed savings, damage resulting from claims by third parties against the Client, all as a result of or in connection with the services provided by Biesboer Expertise.
- 10.3** To the extent that Biesboer Expertise is liable under Article 10.1/10.2, this liability is in any case limited to the amount actually paid out by the liability insurer of Biesboer Expertise.
- 10.4** To the extent that Biesboer Expertise is liable under Article 10.1/10.2 but no payment is made under the liability insurance of Biesboer Expertise, the liability of Biesboer Expertise is at all times limited to the lower of (i) 5 (five) times the fee actually paid by the Client to Biesboer Expertise under the specific Assignment or (ii) EUR 25,000.
- 10.5** Notwithstanding the above, Biesboer Expertise is in no event liable for any damage suffered by third parties under the laws of the United States of America and/or Canada as a result of work performed by or under the responsibility of Biesboer Expertise.
- 10.6** Notwithstanding the above, Biesboer Expertise is in no event liable for loss of or damage to physical equipment and property provided to it by or on behalf of the



- Client, regardless of how such loss or damage occurs, unless such loss or damage is caused by an act or omission with the intention of causing it or by recklessness knowing that such loss or damage would likely result.
- 10.7 Except to the extent and only to the extent set out herein for which Biesboer Expertise would be liable under this Article 10, the Client hereby undertakes to indemnify and hold harmless Biesboer Expertise and its employees, directors, and subcontractors from and against all actions, proceedings, claims, demands, or liabilities of any kind whatsoever made against them or suffered by them, and against and with respect to all costs, loss, damage, and expenses (including but not limited to legal costs and general expenses for full indemnification) that Biesboer Expertise may incur or suffer (directly or indirectly) during the provision of the services under the applicable terms.
- 10.8 All claims against Biesboer Expertise, whether contractual, non-contractual, or otherwise, including claims for payment of damages, expire by the mere passage of six months from the day on which the Client became aware (or should reasonably have become aware) of the damage and the potential liability of Biesboer Expertise for that damage.
- 10.9 Any exclusion and limitation of the General Terms and Conditions is not applicable if and to the extent that this would conflict with the provisions of Article 6:192 and/or 7:25 paragraph 2 of the Dutch Civil Code.

Article 11: Force Majeure

- 11.1 For the purposes of this article, force majeure shall mean circumstances that prevent Biesboer Expertise from fulfilling the Agreement and are not attributable to Biesboer Expertise.
- 11.2 Force majeure as referred to in the preceding article also includes international conflicts, violent or armed conflicts, pandemics, measures of any domestic, foreign, supranational, or international government, boycott actions, labor disturbances and disability among third parties or among its own personnel, disruptions in the power supply, in communication connections or in other equipment or software of Biesboer Expertise. In the event of such circumstances, Biesboer Expertise shall take measures that can reasonably be expected of it to limit the damage to the Client.
- 11.3 During force majeure, the obligations of Biesboer Expertise shall be suspended. If the period during which the performance of the obligations by Biesboer Expertise is not possible due to force majeure lasts longer than one month, the parties shall be entitled to terminate the Agreement without judicial intervention by written notice to the other party, without any obligation to pay compensation for damages and costs in that case.
- 11.4 If Biesboer Expertise has partially fulfilled its obligations at the time force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice the part already delivered or deliverable separately and the Client is obliged to pay this invoice as if it were a separate agreement.

Article 12: Intellectual Property

- 12.1 All intellectual property rights arising from the Assignment, including copyright, design rights, and patent rights, belong to Biesboer Expertise, provided that, to the extent that such right can only be obtained, established, or created by a deposit or registration or another legal act, only Biesboer Expertise is entitled thereto.
- 12.2 All films, photographs (electronic) files, (working) drawings, illustrations, designs, prototypes, models, and designs, etc., created by Biesboer Expertise in the context of the Assignment shall remain the property of Biesboer Expertise, regardless of whether they have been provided to the Client or third parties.



Article 13: Storage of Evidence

- 13.1 Biesboer Expertise may, in the context of the Assignment, whether at the request of the Client or not, take custody of any evidence or item. Biesboer Expertise is free to refuse such a request for custody or to impose conditions thereon. After the termination of the Assignment, Biesboer Expertise shall retain any evidence or item held in custody for six months, after which the evidence or item shall be destroyed. If Biesboer Expertise explicitly agrees to a request in this regard by the Client, this custody period of six months may be extended. Biesboer Expertise may terminate the accepted assignment for custody at any time with one month's notice.
- 13.2 Any storage costs, destruction costs, fines, and other costs associated with custody or destruction shall be borne by the Client.

Article 14: Personal Data

- 14.1 Biesboer Expertise and the Client shall comply with all relevant laws and regulations in the field of the protection and processing of personal data ("privacy laws") in the performance of the Agreement. The Client shall indemnify Biesboer Expertise against any claims by third parties relating to the Client's non-compliance with privacy laws. If, under privacy laws, further agreements must be concluded between Biesboer Expertise and the Client, such as but not limited to a data processing agreement within the meaning of Article 28 GDPR or a joint processing agreement within the meaning of Article 26 GDPR, the Client shall, at the first request of Biesboer Expertise, fully cooperate in concluding such agreements.

Article 15: Choice of Law and Forum

- 15.1 Dutch law shall exclusively govern all offers, Agreements, and their execution, to which these General Terms and Conditions apply in whole or in part.
- 15.2 All disputes arising out of the agreements concluded between the parties, including the mere collection of the amount due, shall exclusively be brought before the civil court in Alkmaar, North Holland, the Netherlands, to the extent permitted by law. If Biesboer Expertise deems it necessary, it alone is entitled to apply to the competent court in the place of business of the Client for the collection of an invoice.