

## **GENERAL TERMS AND CONDITIONS**

### **Article 1 - Definitions**

1. DI BLUE, located at Van Nelleweg 1, 3044BC Rotterdam, Chamber of Commerce number 51110288, is referred to in these general terms and conditions as service provider.
2. The counterparty of the service provider is referred to as the client in these general terms and conditions.
3. The parties refer to the service provider and the client together.
4. The agreement means the agreement to provide services between the parties.

### **Article 2 - Applicability of the general terms and conditions**

1. These terms and conditions apply to all quotations, offers, activities, agreements and deliveries of services or goods by or on behalf of service provider.
2. Deviations from these terms and conditions are only possible if expressly and in writing agreed upon the parties.
3. The agreement always imposes an obligation of best efforts on the service provider, not an obligation to achieve a specific result.

### **Article 3 - Payment**

1. Invoices must be paid within 30 days of the invoice date, unless the parties have agreed otherwise in writing or another payment term is stated on the invoice.
2. Payments shall be made without any appeal to suspension or settlement by transferring the amount due to the bank account number given by the service provider.
3. If the customer fails to pay an invoice within the agreed term, he shall be in default by operation of law, without any reminder for payment being necessary. From that moment on, the service provider is entitled to suspend their obligations until the client has fulfilled his payment obligations.
4. If the client remains in default, the service provider shall initiate collection proceedings. The costs relating to such collection shall be for the clients account. When the client is in default, he owes the service provider, in addition to the principal sum, statutory (commercial) interest, extrajudicial collection costs and other damages. The collection costs are calculated according to the Decree on compensation for extrajudicial collection costs.
5. In case of liquidation, bankruptcy, attachment or suspension of payment of the client, the service provider's claims on the principal are immediately due and payable.
6. If the principal refuses to cooperate in the execution of the assignment by the service provider, he is still obliged to pay the agreed price to the service provider.

### **Article 4 - Offers and quotations**

1. The offers made by the service provider are valid for a maximum of 1 month unless a different acceptance period is stated in the offer. If the offer is not accepted within that period, the offer lapses.
2. Delivery times mentioned in quotations are indicative and do not entitle the client to dissolve the agreement or claim compensation unless expressly and in writing agreed otherwise.
3. Offers and quotations do not automatically apply to subsequent orders.

## **Article 5 - Prices**

1. The prices mentioned on offers, quotations and invoices of the service provider are exclusive of VAT and any other government levies, unless explicitly stated otherwise.
2. The prices of goods are based on the cost prices known at that time. Increases thereof, which could not be foreseen by the service provider at the time of making the offer or entering into the agreement, may result in price increases.
3. With regard to the provision of services, the parties may agree on a fixed price when concluding the agreement.
4. If no fixed price has been agreed, the rate with regard to the provision of services can be determined on the basis of the hours actually spent. The rate are calculated according to the service provider's usual hourly rates, valid for the period in which he performs the work, unless a different hourly rate has been agreed.
5. If no rate based on the actual hours spent has been agreed, a target price for the services will be agreed, in which case the service provider is entitled to deviate up to 10%. If the guide price will be more than 10% higher, service provider shall inform client in time why a higher price is justified. In that case, the client is entitled to cancel part of the order that exceeds the guide price plus 10%.

## **Article 6 - Price indexation**

1. The prices and hourly rates agreed when entering into the agreement are based on the price level applicable at that time. Service provider has the right to adjust the fees to be charged to client annually per 1 January.
2. Adjusted prices, rates and hourly wages shall be communicated to the client as soon as possible.

## **Article 7 - Provision of information by the client**

1. Client shall make all information relevant to the execution of the order available to service provider.
2. Client shall make available all information and documents which service provider considers necessary for the correct performance of the order, in time and in the desired form and manner.
3. The client shall guarantee the accuracy, completeness and reliability of the data and documents made available to the service provider, even if they originate from third parties, insofar as the nature of the order does not dictate otherwise.
4. The client shall indemnify the service provider against any damage in whatever form resulting from not complying with the provisions of paragraph 1 of this clause.
5. If and insofar as the client so requests, the service provider shall return the documents concerned.
6. If the client does not make the data and documents required by the service provider available, or does not make them available in time or properly, and the execution of the order is delayed as a result, the resulting additional costs and additional fees shall be for the client's account.

## **Article 8 - Withdrawal of order**

1. The client is free to terminate the order to the service provider at any time.
2. If the client withdraws the order, the client shall be obliged to pay the service provider the wages due and the expenses incurred.

## **Article 9 - Execution of the agreement**

1. Service provider shall execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship.
2. Service provider shall have the right to have work performed by third parties.
3. The performance shall take place in mutual consultation and after written agreement and payment of any agreed advance payment.
4. It is the responsibility of the client that the service provider can start the assignment in time.

## **Article 10 - Term of the order**

1. The agreement between the client and the service provider is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing.
2. If within the term of the agreement the parties have agreed a term for the completion of certain activities, this shall never be a fatal term. If this term is exceeded, the client must give the service provider written notice of default.

## **Article 11 - Amendments to the agreement**

1. If during the execution of the agreement it appears that for a proper execution of the order it is necessary to change or supplement the work to be done, the parties shall in due time and in mutual consultation adapt the agreement accordingly.
2. If the parties agree that the agreement is amended or supplemented, the time of completion of the execution may be affected as a result. Service provider shall inform the client of this as soon as possible.
3. If the change or supplement to the agreement has financial and/or qualitative consequences, service provider shall inform client thereof in writing as soon as possible.
4. If parties have agreed on a fixed fee, service provider shall indicate to what extent the change or supplement to the agreement results in an increase of this fee.

## **Article 12 - Force majeure**

1. In addition to the provisions of section 6:75 of the Dutch Civil Code, a service provider's failure to fulfil any obligation to the client cannot be attributed to the service provider in case of a circumstance independent of the service provider's will, as a result of which the fulfilment of its obligations to the client is fully or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be demanded from the service provider. Such circumstances shall include defaults by suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.
2. If a situation as referred to above arises as a result of which the service provider cannot fulfil its obligations towards the principal, those obligations shall be suspended for as long as the service provider cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties shall be entitled to dissolve the agreement in full or in part in writing.
3. Service provider is in the case referred to in the second paragraph of this article not bound to compensate any damage, not even if service provider enjoys any advantage as a result of the force majeure situation.

### **Article 13 - Settlement**

Client waives his right to set off a debt to service provider against a claim on service provider.

### **Article 14 - Suspension**

Client waives the right to suspend the fulfilment of any obligation resulting from this agreement.

### **Article 15 - Transfer of rights**

Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision shall be deemed a clause with effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

### **Article 16 - Extinction of claim**

Any right to compensation for damage caused by the service provider shall in any event lapse 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of section 6:89 of the Civil Code.

### **Article 17 - Guarantee**

Parties have entered into a service agreement, which for DI BLUE only contains an obligation of effort and therefore no obligation of result.

### **Article 18 - Insurance**

1. Client undertakes to adequately insure and keep insured goods delivered that are necessary for the execution of the underlying agreement, as well as goods of service provider present at client's premises and goods delivered under retention of title, against amongst others fire, explosion and water damage as well as theft.
2. Client shall make the policy of these insurances available for inspection upon first request.

### **Article 19 - Liability for damage**

1. Service provider is not liable for damage resulting from this agreement, unless service provider caused the damage intentionally or with gross negligence.
2. In the event that service provider owes damages to client, the damages shall not exceed the fee.
3. Any liability for damage arising from or related to the performance of an agreement shall always be limited to the amount paid in the relevant case by the (professional) liability insurance(s) taken out. This amount shall be increased by the amount of the excess according to the relevant policy.
4. The limitation of liability shall also apply if the service provider is held liable for damage resulting directly or indirectly from the malfunctioning of the equipment, software, data files, registers or other items used by the service provider in the performance of the order.
5. The liability of the service provider for damage resulting from intent or deliberate recklessness of the service provider, its managers or subordinates is not excluded.

## **Article 20 - Liability of the principal**

1. If an order is given by more than one person, each of them shall be severally liable for the amounts due to the service provider under such order.
2. If an order is directly or indirectly given by a natural person on behalf of a legal person, such natural person may also be the principal in private. This requires that this natural person can be regarded as the (co-)policymaker of the legal person. In the event of non-payment by the legal entity, the natural person shall therefore be personally liable for payment of the invoice, irrespective of whether it is made out in the name of a legal entity or in the name of the client as a natural person or both of them, whether or not at the client's request.

## **Article 21 - Indemnification**

The principal shall indemnify the service provider against all third party claims related to the goods and/or services provided by the service provider.

## **Article 22 - Obligation to complain**

1. The client is obliged to immediately report complaints about the work done in writing to the service provider. The complaint shall contain as detailed a description as possible of the shortcoming, so that the service provider is able to respond adequately.
2. In any case, a complaint cannot lead to the service provider being obliged to perform other work than agreed.

## **Article 23 - Reservation of title, right of suspension and right of retention**

1. The goods and parts delivered to the customer shall remain the property of the service provider until the customer has paid the entire agreed price. Until such time, the service provider may invoke its retention of title and repossess the goods.
2. If the agreed amounts to be paid in advance are not paid or not paid in time, the service provider has the right to suspend the work until the agreed part has been paid. This shall constitute creditor default. Late delivery in that case cannot be held against the service provider.
3. Service provider shall not be entitled to pledge or encumber in any other way the goods subject to its retention of title.
4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the service provider shall have the right of retention. The goods shall then not be delivered until the customer has paid in full and in accordance with the agreement.
5. In case of liquidation, insolvency or suspension of payment of the customer, the obligations of the customer shall be immediately due and payable.

## **Article 24 - Intellectual property**

1. Unless parties have agreed otherwise in writing, service provider shall retain all intellectual absolute rights (including copyright, patent right, trademark right, drawings and models right, etc.) on all designs, drawings, writings, carriers with data or other information, offers, images, sketches, models, etc.
2. The said intellectual absolute rights may not be copied, shown and/or made available to third parties or used in any other way without the written consent of service provider.
3. The client undertakes to keep confidential the confidential information made available to him by the service provider. Confidential information shall in any case mean that to which this article relates, as well as business data. Client undertakes to impose a written

confidentiality obligation on his staff and/or third parties involved in the execution of this agreement of the scope of this provision.

#### **Article 25 - Confidentiality**

1. Each of the parties shall keep secret the information which it receives (in whatever form) from the other party and all other information concerning the other party which it knows or can reasonably suspect to be secret or confidential, or information the dissemination of which it can expect to cause damage to the other party, and shall take all necessary measures to ensure that its personnel also keep the said information secret.
2. The duty of confidentiality referred to in the first paragraph of this article shall not apply to information:
  - (a) which was already public at the time the recipient received it or has subsequently become public without a breach by the receiving party of a duty of confidentiality imposed on it
  - (b) for which the receiving Party can prove that this information was already in its possession at the time of provision by the other Party
  - (c) which the receiving Party has received from a third party where that third party was entitled to provide that information to the receiving Party
  - (d) which is disclosed by the receiving party pursuant to a legal obligation
3. The confidentiality obligation defined in this article shall apply for the duration of this agreement and for a period of three years after its termination.

#### **Article 26 - Penalty for breach of confidentiality obligation**

1. If the client breaches the article of these general terms and conditions on confidentiality, the client forfeits to the service provider an immediately payable fine of € 5,000 for each breach and in addition an amount of € for each day that the breach continues. This is irrespective of whether the breach can be attributed to the client. Moreover, no prior notice of default or court proceedings are required for the forfeiture of this penalty. Nor does it require any form of damage.
2. Forfeiture of the fine referred to in the first paragraph of this article shall not affect the service provider's other rights, including his right to claim damages in addition to the fine.

#### **Article 27 - Non-acquisition of staff**

The client shall not take on employees of the service provider (or of companies the service provider has called upon for the performance of this agreement and which are (were) involved in the performance of the agreement). Nor shall he otherwise have them work directly or indirectly for him. This prohibition applies during the term of the agreement until one year after its termination. There is one exception to this prohibition: the parties may make other agreements in good business consultation with each other. These agreements shall apply insofar as they are recorded in writing.

#### **Article 28 - Amendment of general terms and conditions**

1. DI BLUE is entitled to amend or supplement these general terms and conditions.
2. Amendments of minor importance may be made at any time.
3. Major substantive changes will be discussed by DI BLUE with the customer in advance as much as possible.

#### **Article 29 - Applicable law and competent court**

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where DI BLUE has its registered office/practice/office is exclusively competent to take cognisance of any disputes between the parties, unless imperatively prescribed otherwise by law.

#### **Article 30 - Attribution**

These general terms and conditions are applicable from: 01 January 2023.