

Article 1 General

1. These general terms and conditions of service (the 'General Conditions') apply to any invitation to treat, offer, and contract, howsoever described, between Somention B.V. ('the Supplier'), and a Client. A Client is any natural person or legal entity that engages the Supplier to perform work, or requests an offer for the same.
2. The scope of any general terms and conditions of the Client – howsoever described - is expressly excluded.
3. If any part of any term in these General Conditions becomes at any time void or is avoided, then the remaining terms shall remain fully enforceable. The Supplier and the Client shall negotiate new terms to replace the void or voidable terms, so far as possible observing the purpose and scope of the original terms.
4. In the event of any uncertainty regarding the interpretation of any term of these General Conditions, it shall be interpreted in the spirit of these General Conditions.
5. In the event of any situation between the parties not covered by these General Conditions, such situation shall be resolved in the spirit of these General Conditions.
6. A situation where the Supplier does not require strict compliance with these General Conditions does not mean that the relevant terms are not binding or that the Supplier thereby loses any right to compel performance of such terms on other occasions.
7. These General Conditions also govern any supplemental or subsequent engagements, and related contracts.
8. These General Conditions may also be relied upon by any natural person or legal entity that directly or indirectly, in any way, under an employment contract or otherwise, is engaged by the Supplier in the supply of the service to the Client.

Article 2 Offers and invitations to treat

1. All offers and invitations to treat of the Supplier are without obligation, unless an offer specifies a term for acceptance. If no term for acceptance is specified, the offer should be accepted within a reasonable period.

2. Any changes or additions to the invitation to treat, offer, or contract are only valid insofar as they have been expressly agreed in writing.
3. The Supplier cannot be bound by any offer or invitation to treat it makes if the Client ought reasonably to realise that such offer or invitation to treat, or any part thereof, contains any apparent mistake or clerical error.
4. Prices quoted in an offer or invitation to treat are net of VAT and other government duties, any costs incurred in respect of the contract, including travel and accommodation costs, and delivery and administration charges, unless stated otherwise.
5. If the Client's terms of acceptance differ from the terms set out in the offer or invitation to treat – even on a minor point – the Supplier will not be bound by the acceptance. The terms of the contract will then not be in accordance with the differing terms of acceptance unless the Supplier indicates otherwise in writing.
6. A composite tender or offer does not oblige the Supplier to perform any one part of the contract for a corresponding proportion of the full contract price. Invitations to treat or offers do not automatically apply to future orders.

Article 3 Contract term; performance terms; transfer of risk; performance and amendment of contract; increase in price

1. The contract between the Supplier and the Client is for an indefinite term unless the nature of the contract implies otherwise or if the parties have expressly agreed otherwise in writing.
2. If a time limit has been indicated or agreed in respect of the performance of certain work or the delivery of certain goods, this will not be a deadline. If any delivery term is exceeded, the Client will first serve the Supplier with written notice of default. The Client should stipulate a reasonable further period within which the Supplier should perform the contract.
3. The Supplier shall perform the contract with the appropriate level of skill and care.
4. The Supplier is entitled to have the contract performed by a third party engaged by the Supplier. The provisions of Book 7 Articles 404, 407(2) and 409 of the Dutch Civil Code are expressly excluded.
5. If the Supplier or any third party engaged by the Supplier performs any work under the

contract on the premises of the Client or other location stipulated by the Client, the Client shall provide the employees undertaking such work all facilities as they may reasonably require, free of charge.

6. The Supplier is entitled to perform the contract in stages and to invoice each completed stage separately.

7. If the contract is to be performed in stages, the Supplier is entitled to suspend performance of tasks that form part of a subsequent stage until such time as the Client has approved in writing the results of the completed stage and – where relevant – paid the sum invoiced for that stage.

8. The Client shall ensure that information that the Supplier indicates is necessary for the performance of the contract, or that the Client ought reasonably to know is necessary for the performance of the contract, is made available to the Supplier in good time. If the information required for the performance of the contract is not provided to the Supplier in good time, the Supplier is entitled to suspend the performance of the contract and/or to charge the Client for the additional costs resulting from the delay. The period for performance will not start to run until the Client has provided the information to the Supplier.

9. If during the performance of the contract it becomes clear that it is necessary to amend the contract to enable it to be carried out properly, then the parties will negotiate appropriate changes to the contract in good time.

In such a case, the Supplier is entitled to implement the necessary changes – including changes to the contract price and the period for performance – and the Client is obliged to agree to such changes, unless it cannot reasonably be expected to agree. Where possible, the Supplier should notify the Client in advance of the changes.

10. If the contract is amended, through the requirement for additional work or otherwise, then Supplier is entitled to delay performance until the authorised person within Client has agreed the new price and other conditions stipulated for the performance of this work, including the date on which such work will be started. The failure by the Supplier to perform the amended contract immediately or at all is

not a breach of contract by the Supplier and does not entitle the Client to terminate the contract.

11. The Supplier is entitled to refuse any request by the Client for any amendment to the contract. If the Supplier has agreed a fixed fee or price with the Client, the Supplier is nevertheless entitled to increase this fee or price if such increase is the consequence of any statutory or regulatory authority or obligation, or of any increase in labour costs or other costs, or of any other grounds that at the start of the contract were not reasonably foreseeable, and in such a case the Client is not entitled to terminate the contract for this reason.

12. The Supplier is entitled to index the fees for its services and work as at 1 January of each calendar year – in arrears where necessary – in line with the price index for services for the 4th quarter of the preceding calendar year as published by Statistics Netherlands. The base year for the price index for services is 2015 (2015 = 100).

13. If the price index – otherwise as a result of any amendment to the contract as described in these General Conditions - exceeds 10% and occurs within three months after entering into the contract, the Client is entitled to terminate the contract unless

- the Supplier is prepared to perform the contract on the basis of the previously agreed price; or
- the price increase arises from an authorisation or obligation resting upon the Supplier under law.

Article 4 Suspension, dissolution and early termination of the contract

1. The Supplier is entitled to suspend performance of its obligations or terminate the contract, if:

- the Client fails to comply with its contractual obligations in full, in good time or at all;
- after entering into the contract, the Supplier learns of facts justifying a fear that the Client may not meet its obligations;
- when entering into the contract, the Client is requested to provide a guarantee for performance of its contractual obligations and it

fails to provide any, or any adequate, guarantee;

- as a result of any delay on the part of the Client, the Supplier can no longer be expected to comply with the contract under the originally agreed terms.

2. Furthermore, the Supplier is entitled to terminate the contract if circumstances arise that are of such a nature that either the performance of the contract becomes impossible or the Supplier cannot be reasonably expected to comply with the original terms of the contract without revision of those terms.

3. If the contract is terminated, any claim by the Supplier upon the Client shall become immediately enforceable. If the Supplier suspends performance of its obligations, it retains its rights to claim under the law and under the terms of contract.

4. If the Supplier suspends or terminates the contract, it is not obliged to compensate for any loss or expenses thereby incurred.

5. If the reason for termination is attributable to the Client, the Supplier is entitled to recover its loss, including costs that are directly or indirectly incurred as a result.

6. If the Client fails to comply with its obligations under the contract and such non-compliance so justifies, the Supplier is entitled to terminate the contract with immediate effect without thereby incurring any obligation to pay any compensation, whereas the Client is obliged to compensate the Supplier for its non-compliance.

7. If the contract is terminated early by the Supplier, the Supplier shall ensure in consultation with the Client for the assignment to third parties of work still to be performed provided that the Client has complied with its obligations to the Supplier. If the assignment of the work incurs the Supplier in extra costs, these shall be passed on to the Client.

8. In the event of liquidation, an application or an order for a moratorium or the insolvency of, or the application of a debt rescheduling order to, the Buyer, or an attachment order upon the Buyer's property – if and insofar as the order is not lifted within three months – or any other circumstance by which the Client ceases to have control over its property, the Supplier is

free to terminate the contract with immediate effect or to cancel the order without thereby incurring any liability to pay compensation. In such a situation, all claims by the Supplier against the Client become immediately enforceable.

9. If the Client cancels an order or any part of an order, it shall nevertheless be charged in full for any work performed or goods ordered or prepared and any man-hours set aside for performance of the contract.

Article 5 Force Majeure

1. The Supplier is not obliged to comply with any obligation to the Client if it is prevented from doing so due to any circumstance for which it cannot be held responsible, and that is not otherwise attributable to it under any law, transaction or commonly accepted practice.

2. In these General Conditions, the term 'force majeure' includes, in addition to the definition in statute and case law, any foreseen or unforeseen circumstance over which the Supplier has no control and due to which the Supplier is unable to meet its obligations, including any cessation of work in the business of the Supplier or any third party.

3. During the period of force majeure, the Supplier may suspend its contractual obligations. If this period continues for longer than two months, either party may terminate the contract without thereby incurring any obligation to pay compensation to the other party.

If at the time the force majeure arises the Supplier complied with some of its contractual obligations, or is able to do so, and the part that has been, or can be, performed has an independent value, then the Supplier is entitled to invoice separately for such part. The Client must pay this invoice as though it related to a separate contract.

Article 6 Payment and collection costs

1. Payment must be made within 14 days of the invoice date in a manner specified by the Supplier and in the currency invoiced, unless indicated otherwise in writing by the Supplier. The Supplier shall be entitled to invoice periodically.

2. If the Client fails to pay an invoice on time, it is automatically in breach. The Client is then liable to pay interest at the rate of 1% per month or at the statutory rate, whichever is higher. Interest on the sum claimable is calculated from the date on which the Client is first in breach up to the date of payment of the full amount of the claim.

3. The Supplier is entitled to apply the payment made by the Client firstly to set against costs, including (extra-) judicial costs, then to set against accrued interest and finally to set against the principal sum and current interest. The Supplier may, without thereby being in default, refuse any offer to pay if the Client specifies a different order for the application of the payment. The Supplier may refuse full payment of the principal sum if this payment does not also cover accrued and current interest and collection costs.

4. The Client is not entitled to set off any sum against the amount it owes to the Supplier. Any objection concerning the amount invoiced does not suspend the obligation to pay. Nor is the Client entitled to suspend payment of an invoice for any other reason.

5. If the Client fails to comply with its obligations in time or at all, it is liable for all costs reasonably incurred in the enforcement of payment through the courts or otherwise. A Client who is a natural person not acting in the course of a business or profession (i.e. a consumer) is not in breach until he has been sent a demand notice requiring payment within fourteen days and he fails to make payment within this period. The demand notice must also specify the consequences of continued failure to pay. Extrajudicial costs are calculated on the basis of what is standard in Dutch debt collection practice. If, however, the Supplier has claimed higher costs that were reasonably necessary and the Client is not a natural person not acting in the course of a business or profession, but is a business client, the Client must reimburse all costs actually incurred. Any judicial and enforcement costs are also recoverable from the Client.

The Client is also liable to pay interest on the amount of the enforcement costs.

6. If a contract is entered into with multiple Clients, these Clients are jointly and severally

liable to pay the sum invoiced, any accrued interest, and costs.

Article 7 Liability

1. Any liability on the part of the Supplier to the Client shall be limited in accordance with the terms of this article.

2. The Supplier is only liable for direct loss that is a direct consequence of an attributable breach by the Supplier in the performance of the contract.

3. 'Direct loss' here means (i) the reasonable costs incurred in establishing the cause and amount of the loss to the extent that these costs relate to 'loss' as defined by these General Conditions, (ii) any reasonable costs incurred in ensuring that any defaulting performance by the Supplier complies with the contract insofar as this can be attributed to the Supplier, and (iii) reasonable costs incurred in mitigating loss insofar as the Client can show that such costs have resulted in the mitigation of direct loss as defined in these General Conditions. The Supplier is not liable for indirect loss including, but not limited to, consequential loss, loss of profits, missed savings, loss due to business stoppage, or other consequential loss.

4. The Supplier is not liable for loss of any kind resulting from information provided by or on behalf of the Client and relied upon by the Supplier that is incomplete, incorrect, or provided too late.

5. If the Supplier is held liable for any loss, such liability is limited to a maximum of twice the sum invoiced for the order, or for such part of the order for which liability arises.

6. The Supplier's liability is in any event limited to the amount paid out by the insurer in the relevant claim.

7. The limitations on liability set out in this article do not apply if the loss is the result of a deliberate act or gross negligence on the part of the Supplier.

8. If the Client is in breach of its obligations to the Supplier, the Client is liable for all loss directly or indirectly incurred by the Supplier as a result.

Article 8 Indemnification

1. The Client indemnifies the Supplier unconditionally for any third-party claim in

respect of loss suffered in connection with the performance of a contract which can be attributed to a party other than the Supplier. If a claim in respect of such performance is brought against the Supplier by a third party, the Client must support the Supplier in judicial proceedings or otherwise, and immediately take all steps that can reasonably be expected of it. If the Client fails to take adequate steps, then the Supplier is entitled to take those steps itself, without the need for any formal notice of default. All costs and loss thereby incurred by the Supplier and any third party are entirely at the risk and expense of the Client.

2. The Court for the district in which the Supplier is registered shall have exclusive jurisdiction to hear any dispute unless any rule of mandatory law specifies otherwise. However, the Supplier is entitled to bring any dispute before any other competent court as defined by law.

Article 9 Intellectual property

1. The Supplier reserves the rights and authorities conferred on it by the Copyright Act and other laws and regulations governing intellectual property. The Supplier is entitled to use the knowledge it acquires through its performance of the contract for other purposes, insofar as no strictly confidential information concerning the Client is thereby disclosed to any third party.

2. The performance of the Contract by the Supplier shall not result in the transfer to the Client of intellectual property rights vested in the Supplier.

Article 10 Privacy

1. Insofar as during the performance of the contract the Supplier processes personal data, it shall do so with the appropriate duty of care and comply with the statutory provisions arising from the General Data Protection Regulation. In this regard the Supplier shall operate a policy in which reference is made to the Privacy Statement as attached to an offer.

2. On demand, the Supplier shall provide the Client with a copy of the Privacy Statement.

Article 11 Applicable Law and Dispute Settlement

1. Any legal relationship to which the Supplier is a party is governed exclusively by Dutch law, even if the performance of any obligation or part thereof takes place in any other country, or if the Client is a resident of or registered in another country. The terms of the Vienna Sales Convention are hereby excluded.