

## **TERMS AND CONDITIONS Royal Dirkzwager B.V.**

Version April 2024, as available on the website of Royal Dirkzwager B.V.

### **1. Applicability**

1. These general terms and conditions apply to all inquiries, offers, quotations, assignments, order confirmations, (legal) actions, transactions, and concluded and to be concluded agreements - regarding the provision of services - between the Client and the Service Provider, being Royal Dirkzwager B.V. (hereinafter: 'Royal Dirkzwager').
2. The Client is the company with whom Royal Dirkzwager enters into or wishes to enter into an agreement, to whom Royal Dirkzwager makes an offer, or to whom the services or hardware are provided by Royal Dirkzwager.
3. These general terms and conditions also apply to follow-up assignments and new assignments from the Client.
4. Deviations from these general terms and conditions are only valid if agreed upon in writing.
5. Unless expressly stated otherwise, in these general terms and conditions, 'in writing' also means: by email.

### **2. Services**

1. The services of Royal Dirkzwager includes, among other things - but not limited to - the provision of:
  - a. Services (including communication support);
  - b. Software services;
  - c. Offshore services.
2. The specific provision of services or delivery of hardware shall be documented in the quotation/agreement.
3. It is possible to expand the services at the request of the Client. The services will only be expanded once confirmed in writing by Royal Dirkzwager, after which the Client is liable for the additional cost of the services.

### **3. Quotation and Formation of the Agreement**

1. All quotations, offers, price quotations, cost estimates, etc. from Royal Dirkzwager are without obligation and are valid for a maximum of thirty (30) calendar days, unless otherwise specified in writing.
2. The agreement is concluded once the acceptance of the quotation by Royal Dirkzwager has been received, or once Royal Dirkzwager has commenced the execution of the provided assignment.
3. The Client cannot hold Royal Dirkzwager to an offer if the Client knows or reasonably should understand that the quotation issued by Royal Dirkzwager contains an obvious (qualitative or quantitative) mistake or typographical error.
4. Quotations and offers are not automatically valid for future and/or follow-up assignments.
5. A composite quotation or offer does not oblige Royal Dirkzwager to perform a portion of the assignment for a corresponding part of the specified price.
6. If quotations and price offers from Royal Dirkzwager are based on information provided by the Client, the Client guarantees that they have provided all essential information regarding the setup, execution, and completion of the assignment in a timely and truthful manner. Royal Dirkzwager cannot be held liable for the information provided by the Client

or for missing information that the Client reasonably should have understood was necessary.

7. Changes and reservations regarding acceptance compared to the quotation do not bind Royal Dirkzwager unless explicitly agreed upon.

#### **4. Execution of the Assignment**

1. Royal Dirkzwager will exert its best efforts to perform its services optimally; execution periods of Royal Dirkzwager are indicative and not considered as fixed deadlines, unless otherwise agreed upon in the agreement. Exceeding the execution period therefore does not entitle the Client to dissolution or compensation on any grounds.
2. Unless otherwise agreed upon in writing, the agreement shall be automatically and tacitly renewed for an indefinite period upon the expiration of the stipulated duration or any extension thereof. Agreements for a definite term may not be terminated mid-term. For the termination of agreements for an indefinite term, a notice period of three (3) months is applicable, effective at the end of the month.
3. The Client is responsible for timely providing all relevant and correct information. In the absence thereof, Royal Dirkzwager is entitled to suspend the work without liability for any damages and costs. Any additional work caused thereby is at the expense of the Client.
4. Royal Dirkzwager is allowed to execute the agreement in phases and invoice these phases separately. Royal Dirkzwager may suspend the execution of the parts belonging to a subsequent phase until the Client has paid the partial invoice for the already delivered part.
5. Royal Dirkzwager determines the place of performance of the work, if and to the extent that this has not been expressly agreed upon between the parties.
6. All assignments are accepted and executed exclusively by Royal Dirkzwager. This also applies if it is expressly or implicitly intended that an assignment will be carried out by a specific person. The application of Article 7:404 of the Dutch Civil Code, which provides a regulation for the latter case, and the application of Article 7:407 paragraph 2 of the Dutch Civil Code, which establishes joint and several liability for cases in which an assignment is given to two or more persons, are excluded.
7. Royal Dirkzwager is authorized to use the services of third parties in the execution of assignments and to accept any limitation of liability of that third party on behalf of the Client.
8. Oral promises or agreements by or with (the staff of) Royal Dirkzwager do not bind Royal Dirkzwager unless and to the extent that Royal Dirkzwager has confirmed them in writing and duly authorized.

#### **5. Price**

1. Royal Dirkzwager will annually index her rates in accordance with the inflation adjustment according to the Consumer Price Index (CPI) of the Central Bureau of Statistics (CBS) and is entitled to additionally adjust her rates annually as of January 1st, unless agreed otherwise in the agreement.
2. Parties may agree on a fixed fee upon the conclusion of the agreement. If no fixed fee is agreed upon and/or the work falls outside the scope of the agreement, costs will be determined based on an hourly rate. The price is calculated according to the standard hourly rates of Royal Dirkzwager, applicable for the period in which the work is performed, unless a different hourly rate is agreed upon in writing.
3. The prices provided by Royal Dirkzwager are in euros and exclude VAT and other levies and government charges. All prices are exclusive any costs to be incurred in connection

with the agreement, such as travel and other expenses, including but not limited to invoices from third parties engaged. These costs are borne by the Client.

4. If during the execution of the work it appears that the originally agreed or expected amount of work was underestimated at the conclusion of the agreement, without this being attributable to Royal Dirkzwager, Royal Dirkzwager is entitled to increase the agreed fee. In this case, Royal Dirkzwager will inform the Client about the intention to increase the fee.

## **6. Invoicing and Payment**

1. Royal Dirkzwager is entitled to request advance payment for the services to be provided.
2. The payment term is thirty (30) calendar days after the invoice date, unless otherwise agreed upon in writing. After the expiration of this payment term, the Client is automatically in default; from the moment of default, statutory commercial interest is due on the amount payable.
3. All costs incurred by Royal Dirkzwager to collect the claim, both in and out of court, shall be borne by the Client. These extrajudicial collection costs shall be calculated in accordance with the scale set forth in Article 6:96 paragraph 5 of the Dutch Civil Code, with a minimum of €250,- per claim.
4. If an invoice is not paid on time, Royal Dirkzwager is entitled, without any reminder or notice of default being required, to suspend its services, including for other assignments of the Client than those to which the unpaid invoice relates. Royal Dirkzwager shall not be liable for any damages resulting from such suspension.
5. If Royal Dirkzwager has reasonable doubts about the payment capacity of the Client, Royal Dirkzwager is authorized to postpone the services until the Client has provided security for payment. The Client is liable for the damages suffered and to be suffered by Royal Dirkzwager due to these delayed services.
6. The Client must submit complaints about the invoice, under penalty of forfeiture of all rights, in writing to Royal Dirkzwager within the payment term.
7. The Client has no right to suspension or set-off.

## **7. Amendment and Cancellation**

1. Cancellation or modification by the Client of the agreement is only possible upon written consent from Royal Dirkzwager.
2. The request for cancellation or modification must be made in writing and stating the reasons.
3. If there is a change or cancellation of the assignment, the costs that Royal Dirkzwager has already incurred with third parties in the context of the relevant assignment will always be borne by the Client.
4. If the Client requests changes to the work to be performed during the execution of the agreement, Royal Dirkzwager will invoice the additional costs.
5. If during the execution of the agreement it becomes necessary to change the work to be performed for proper execution, the parties will adjust the agreement accordingly, in writing and through mutual consultation. For this, Royal Dirkzwager may charge additional costs.
6. If the parties agree to modify the agreement, the completion time of the execution may be affected.
7. If the request for modification or cancellation is not made in a timely manner, the full costs of the assignment will be invoiced to the Client.

## **8. Liability and Indemnification**

1. Royal Dirkzwager's total liability due to an attributable failure in the performance of the agreement or by any legal ground whatsoever is limited to compensation for direct loss up to a sum not exceeding the total of the maximum amount paid out in the case in question under Royal Dirkzwager's insurance policy. If no payment is made under the insurance policy referred to in the first sentence, for whatever reason, Royal Dirkzwager's liability will be limited to € 10.000 per event or series of related events. Royal Dirkzwager's total liability will never exceed € 50.000.
2. Royal Dirkzwager's liability for indirect loss, including consequential loss, loss of profit, lost savings, damage due to business interruption, penalties or claims from the third parties, reputational damage, loss of data, damage due to hacked applications or (computer)systems or damage due to business interruption is expressly excluded.
3. Royal Dirkzwager is not liable for shortcomings of a third party it engages or for any damage caused by the third party it engages, except in the event that Royal Dirkzwager did not exercise careful consideration when engaging the third party.
4. Royal Dirkzwager is not liable towards the Customer for damages, of any nature whatsoever, resulting from incorrect and/or incomplete information provided by or on behalf of the Customer. Furthermore, Royal Dirkzwager is not liable for any damages resulting from incorrect, improper or incorrect use of the services in question, as well as damages resulting from acts contrary to the instructions and/or guidelines provided by Royal Dirkzwager with respect to the services.
5. The Customer indemnifies Royal Dirkzwager against any claims and other demands of third parties and the damages resulting from a breach of the Agreement by the Customer or any other act or omission by the Customer, without prejudice to the provisions of the preceding paragraphs.
6. The Customer cannot invoke a failure in performance if they have not lodged a written complaint with Royal Dirkzwager within fourteen (14) calendar days after discovering or reasonably should have discovered the failure.
7. Any claim for compensation or other rights, for whatever reason, that the Customer has against Royal Dirkzwager shall in any case expire within 12 months after the moment the Customer became aware of them or could reasonable have become aware of them.
8. Not excluded is the liability of Royal Dirkzwager for damage resulting from intentional misconduct or gross negligence by Royal Dirkzwager or its executive subordinates.

## **9. Force majeure**

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure on the part of Royal Dirkzwager in the performance of any obligation towards the Customer cannot be attributed to Royal Dirkzwager owing to a circumstance beyond Royal Dirkzwager's control, preventing the fulfilment of all or part of its obligations towards the Customer or as a result of which the fulfilment of its obligations cannot reasonably be required from Royal Dirkzwager. Such circumstances include war, acts of war, civil unrest, revolution, fire, terrorist attacks, pandemics or epidemics, government measures, government sanctions, weather conditions, natural disasters, flooding, power outages, internet failures, telecommunication interferences/disruptions in electronic data interchange, technical defects, computer viruses, hacked applications or (computer)systems, cyberattacks, strikes, work interruptions and in the event that any of the foregoing occurs at a supplier' or other third party'.
2. If a situation as referred to in the first paragraph of this Article arises as a result of which Royal Dirkzwager is unable to fulfil its obligations towards the Customer, those obligations shall be suspended for as long as Royal Dirkzwager is unable to fulfil its obligations. If the

situation referred to in the previous sentence has lasted for thirty (30) calendar days, Royal Dirkzwager shall have the right to dissolve the contract in writing, either in whole or in part. If the situation lasted for more than ninety (90) calendar days, the Customer has the right to dissolve the contract in writing, either in whole or in part. In such case, Royal Dirkzwager will not be obliged to compensate any damage, even if Royal Dirkzwager derives benefits as a result of the force majeure situation.

## **10. Confidentiality**

1. The Client shall keep confidential any information received from Royal Dirkzwager (in any form) and all other information regarding Royal Dirkzwager of which the Client knows or reasonably should suspect to be confidential, or information the dissemination of which may cause damage to the involved parties, and shall take necessary measures to ensure that its personnel will keep such information confidential.
2. The confidentiality obligation mentioned in clause 1 does not apply to information:
  - a. which was already public at the time the Client received it or subsequently became public without any breach by the Client of its confidentiality obligation;
  - b. of which the Client can prove it was already in its possession at the time of disclosure by Royal Dirkzwager;
  - c. which the Client discloses pursuant to a legal obligation;
  - d. which the Client can prove was developed by the Client without using the confidential information.
3. The confidentiality obligation described in this article shall remain in force for a period of five years after the termination of the legal relationship.

## **11. Privacy**

1. Insofar as personal data is processed in the context of performing the Agreement, these personal data shall be used and protected with a high degree of care by both Parties in accordance with the General Data Protection Regulation (GDPR).
2. Parties shall endeavor to implement appropriate technical and organizational measures to ensure the protection of the personal data held and used by the Parties. These technical and organizational measures shall also serve to prevent loss or any other form of unlawful processing of the personal data.
3. The Client shall provide any cooperation to Royal Dirkzwager in fulfilling the legal obligations arising from the GDPR and other applicable laws and regulations.
4. Information regarding, among other things, which personal data are processed, for what purposes, and how long these personal data are retained can be found in the privacy statement of Royal Dirkzwager. This can be consulted via the website of Royal Dirkzwager.

## **12. Intellectual Property Rights**

1. All intellectual property rights related to the services shall belong to Royal Dirkzwager, even if Royal Dirkzwager has provided, developed, or created (parts of) the services in accordance with specifications or instructions from the Client.
2. Under no circumstances does the provision of services include the (implicit) transfer of any intellectual property rights regarding the provided services to the Client.
3. The Client shall indemnify Royal Dirkzwager against any claims from third parties regarding an infringement of an intellectual property right, which may result from specifications or instructions from the Client. In such cases, Royal Dirkzwager is entitled to immediately cease the provision of the relevant services. The Client shall indemnify Royal Dirkzwager for all resulting damages and costs, including any legal fees.



### **13. Penalty Provision**

1. If the Client violates Article 10 Confidentiality, Article 11 Personal Data, or Article 12 Intellectual Property Rights, they shall forfeit Royal Dirkzwager, regardless of whether the violation can be attributed to the Client and without prior notice of default or judicial procedure, in favor of Royal Dirkzwager a non-offset table immediately due and payable penalty of € 100.000 (one hundred thousand euros) for each violation, and additionally, a sum of € 10.000 (ten thousand euros) for each day or part of a day that such violation continues, without the need for any form of damage to occur and without prejudice to the other rights of Royal Dirkzwager, including its right to claim damages in addition to the penalty if the damage exceeds this amount.

### **14. Termination/Dissolution**

1. If the Client fails in any way or threatens to fail in the performance of any agreement with Royal Dirkzwager, Royal Dirkzwager, is entitled to terminate the agreement, in whole or in part, without notice of default, without judicial intervention, by registered mail or email, without being obligated to pay any compensation to the Client.
2. The Client is liable for all damages suffered by Royal Dirkzwager as a result of the Client's breach or the termination of the agreement.

### **15. Termination**

1. In the event of (a petition for) bankruptcy, (provisional) suspension of payment, or dissolution of the Client, partial or complete transfer or cessation of its business, change of control of the Client, or if the Client is aware that any of these situations are likely to occur, the Client is obliged to immediately notify Royal Dirkzwager thereof in writing.
2. If any of the cases referred to in the preceding clause occur, all claims of Royal Dirkzwager against the Client become immediately and fully due and Royal Dirkzwager is entitled to terminate this agreement with immediate effect, without being obliged to any (damages) compensation.
3. The provisions of this agreement that have the purpose of retaining their validity after the end of the legal relationship, including but not limited to Article 8, Article 10, Article 11, Article 12, Article 13, Article 20, and this article, remain in full force after the termination of the agreement.

### **16. Expiration and Assignment**

1. All claims of the Client against Royal Dirkzwager, whether arising from a breach of contract, tort, or any other ground, expire once a period of one year has elapsed from the day on which the Client became aware or could reasonably have been aware of the existence of those claims, and the Client has not initiated legal proceedings regarding those claims within that one-year period.
2. Rights of the Client under this agreement cannot be transferred without the prior written consent of Royal Dirkzwager. This provision shall be deemed as a clause with property law effect as referred to in Article 3:83 paragraph 2 of the Civil Code.

### **17. Partial Validaty and Amendment**

1. Royal Dirkzwager has the right to amend these general terms and conditions. In such case, Royal Dirkzwager will inform the Client in a timely manner of the changes. The amended general terms and conditions will be applicable upon entry into force of the amendment.
2. If a provision of these general terms and conditions is or becomes invalid, the remaining provisions shall remain in full force. The parties agree to replace the invalid provision with

a provision that is valid and which, in terms of content and intent, deviates as little as possible from the invalid provision.

#### **18. Translation**

1. These general terms and conditions are available in both Dutch and English. In case of ambiguity and difference in interpretation and/or explanation between the Dutch and English versions of these general terms and conditions, the Dutch text shall prevail at all times.

#### **19. Applicable Law and Despite Resolution**

1. Dutch law exclusively applies to the legal relationship between Royal Dirkzwager and the Client. The application of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. Any disputes arising between the parties, in connection with their agreement or subsequent agreements and other actions related to the present agreement, such as but not limited to, torts, undue payments, and unjust enrichment, shall be settled by the District Court of Rotterdam, except to the extent that mandatory jurisdictional rules would preclude this choice.