

## **CONSENSUS GROUP TERMS AND CONDITIONS**

### **Article I General**

1. In these terms and conditions shall mean:

"We" or "Us" means the private company Consensus B.V., and any other company attached to Consensus B.V. which declares these conditions applicable;

"Counterparty" means any natural or legal person from whom we receive an assignment or to whom we award an assignment or who enters into an agreement with us or with whom there is otherwise a legal relationship.

"Services": all results of service provided by us.

2. These terms and conditions apply to all our offers, to all contracts to us and provided by us, all other agreements concluded with us and any legal relationship with the other party resulting from them. Any reference to the other party's own terms and conditions at any stage of the conclusion of the agreement with us shall be expressly rejected. To the extent that we are in conflict with written procurement, procurement, or other conditions of the other party, our conditions shall take precedence, except where and in so far as conditions of the other party are expressly accepted in writing by us.

### **Article II Offers; conclusion of agreements**

1. All our offers or quotations are non-binding, unless expressly stated otherwise in writing. Any offer or quote from us is based on the assumption that we can execute the agreement under normal circumstances and during regular working hours. An agreement shall be concluded only if and to the extent confirmed in writing by us. The date for the conclusion of the agreement is the date of transmission of our written confirmation.
2. We enter into all agreements under the suspension or termination condition that the agreement with which the agreement to be concluded with the other party is in force will proceed and that agreement will not be suspended or terminated. If that agreement, which relates to the other party, is only partially implemented, the agreement with the other party shall be amended accordingly. We emphatically exclude the liability for damages, whatever the other party would suffer as a result of the provisions of this paragraph.
3. Before starting its work, the other party must inform our management or an employee of ours, designated by us, in writing, who represents the other party at work and who is responsible for the

implementation on the spot. If the other party starts work, interrupts or terminates the work, it must inform us in the same way as in the previous sentence.

- 4.If, at the request of the other party, we perform any service before an agreement is reached, we are entitled to require payment in accordance with the rates applicable to us, unless expressly agreed otherwise in writing.
- 5.In the event of written confirmation on his own, we are not required to exceed what has been accepted in writing by us. The other party is deemed to be bound by the agreement as long as it has not been terminated by us.
- 6.Additional and different provisions in the agreement in relation to our offer or quote shall be binding on us at all times, if and to the extent that these provisions have been expressly accepted in writing by us.
- 7.All the tasks we have provided have been done with care, but we cannot guarantee that there will be no deviations.

### **Article III Implementation of the Agreement**

- 1.The other party shall be required to carry out the work it has been instructed to carry out in the same way as competent and competent work. The other party shall ensure that, if it uses materials, tools and machinery, they are suitable for their use and are in accordance with the agreement, legal requirements and instructions (including the obligation to periodic inspections) on the part of public authorities, services and utilities. With regard to the use of these materials, tools and machines, we are entitled to give directions, which other party should follow up.
2. If, by the nature of the agreement or by regulations by public authorities, services or utilities, such agreement gives rise to activities by the other party, which are not expressly included in the agreement, the other party shall be obliged to carry out such work to the best of its ability, without the other party being entitled to offset the costs involved. The other party will inform us immediately. Only if we confirm this in writing in advance we are required to pay for that work.
3. We are entitled at all times to inspect work that the other party is required to carry out and to enter the premises for that purpose. If that work is rejected by us, the other party must restore it at our first request and do so within the time limit to be set by us, without the other party being entitled to charge us.
4. The work we have commissioned will only be completed if we confirm it in writing to the other party. Any maintenance and warranty periods will begin first if we confirm in writing that the entire work has been completed.

5. The other party is only entitled to make use of facilities available at work if we give written consent. Use is then carried out entirely at the other party's own risk.

#### **Article IV Prices**

1. Unless expressly agreed otherwise in writing, our prices do not apply to any duties or taxes or other levies to be levied by the government.
2. If we agree with the other party a price to be paid, it shall be final; the other party is not entitled to pass on changes in prices, wages, social charges, raw materials, as well as any other cost-increasing circumstances.

#### **Article V Documents, tools and opinions**

1. Cost budgets, plans, catalogues, images, drawings or other documents associated with offers or supplies, drawn up, manufactured or made available by us shall remain our property at all times and must be returned to us at first request.
2. Subject to written consent obtained in advance, the other party shall state that the documents, devices and information provided by us described in the previous paragraph shall not be copied or copied, or communicated to third parties, whether for re-consumption or not. The other party will observe absolute confidentiality with regard to this agreement, as well as with regard to any information and know-how that the other party is aware of, on pain of forfeiting an immediate without any default and judicial intervention and to our 2,500.00 fine ad€ 2,500.00 per infringement, without prejudice to our right to claim damages in this respect.
3. In accordance with the provisions of Article II paragraph 5, all the opinions, calculations, communications and statements of capacities, results and/or foreseeable performance shall bind us only if and to the extent that such information is included in our written contract confirmation or are part of the written agreement concluded separately between us and the other party.

#### **Article VI Delivery time**

1. De time, within which any work assigned to us must be completed, begins to run on the day mentioned in our written contract acceptance. If certain data, drawings, etc. are required for the execution or certain formalities are required, the delivery time will first start at a later date, at the latest when all the data, drawings, etc. are in our possession, or the required formalities are completed. If we require an initial payment at the time of the contract, the delivery time will first start at a later date than written contract acceptance or receipt of the above-mentioned documents and that, at the time we received this payment.

2.If an order is given to us, the by us given terms are not fatal and always non-committal. Only the expiry of this will not result in any omission. We will make full effort to respect the given terms as exact as possible. Except in the case of intent or gross culpability, exceeding a period of time does not entitle the other party to claim damages, to refuse our services or to terminate all or part of the contract.

### **Article VII Force majeure**

- 1.Force majeure of ours means any of the will of our independent circumstance, thereby preventing the fulfilment of our obligations to the other party in whole or in part, or by which the fulfilment of our obligations cannot reasonably be required of us, whether that circumstance was foreseeable at the time of the conclusion of the agreement. We will inform the other party of a state of force majeure as soon as possible.
- 2.In all cases of force majeure, such as - but not limited to - (civilian) war (danger), riot, hostage-taking, molest, fire, water damage and flooding, strike, occupation, exclusion, lack of labour or raw materials, machinery failures or installations, failures in the supply of energy, everything both in our company and with third parties, from whom we have to involve all or part of the necessary materials, raw materials and/or employees, as well as in storage or during transport, whether in-house or not, outbreak of health-threatening viruses and furthermore, by all other causes, caused by no fault or obligation, us from any obligation to fulfil our obligations, including delivery time, as long as the prevention in question persists. Claims for partial or total non-compliance are also excluded in the above-mentioned cases.
- 3.If the state of force majeure has lasted six months, we have the right to terminate all or part of the agreement in writing. In such a case, the other party is not entitled to any compensation.

### **Article VIII Credit limitation allowance**

The invoice amount may be increased by us with a separate credit limitation surcharge listed in the invoice. If payment is made within 30 days of the invoice date, the said surcharge does not have to be paid.

### **Article IX Payment**

1. Unless otherwise agreed in writing, payment of the agreed price in respect of work to be carried out by us or carried out is due in cash or by deposit to a bank account number to be appointed by us within fourteen days of invoice date. All payments will be made without any deduction or settlement. If the other party considers that it can still assert any claims in any form in respect of the

delivery or execution of the contract, this shall not relieve him of the obligation to pay in the agreed manner and shall not be entitled to suspend his obligation to pay.

2. If we have to make any payment to the other party, we are entitled to offset the claim of the other party with our claim, even if our claim is not yet due, must be paid by the other party under a time or is subject to the entry of a condition.
3. Where payment has been agreed in instalments, it shall be made as follows, subject to expressly stated written agreements between the parties:
  - 1/3 (one third) at the time of the contract;
  - 1/3 (one third) when work is commenced;
  - 1/3 (one third) within one month of the work being completed.
4. We are entitled, if at any time there is reasonable doubt with us as to the creditworthiness of the other party, before (continuing) to perform, to require that all or part of the prepayment of the other party due or that the other party provides sound security, such as by means of a bank guarantee.
5. Where we have agreed with the other party that payment will be made through a banking institution or where security is secured by documentary credit or bank guarantees, the other party shall ensure that this will always be done through a first-class bank.

If we can reasonably doubt the qualification mentioned, we are entitled to reject the proposed bank and appoint another bank.
6. Due to the mere expiry of any payment period, the other party is by law in default, without any further default being necessary. In that case, all of our claims against the other party as a whole will be immediately claimed, without prejudice to the other rights that have been in common.
7. The other party is payable from that day interest equal to the statutory interest applicable in the Netherlands, plus a premium of 2% shall be payable on all amounts payable to us, which are not paid by the last day of the payment period. Each year at the end of a year, the amount on which the interest is calculated shall be increased by the interest due for that year. If, even after the expiry of a written further payment period, the amount due and interest has not been paid, the other party is obliged to reimburse us for all out-of-court and judicial costs, which are at least 15% of the outstanding amount due and will be at least € 2,500.00 excluding sales tax at all times.
8. We are entitled to keep matters of the other party, which have been made available to us in connection with the order given to us, and to suspend its issuing until the other party has fulfilled its obligation to pay to us.

## **Article X Dissolution**

- 1.If the other party does not comply with any obligation, in good time or not properly, which may result from the agreement concluded with us, he shall be in default and we shall be entitled to do so without default or judicial intervention:
  - suspend the implementation of the agreement and the related agreements directly, until payment has been sufficiently secured,
  - and/or
  - to terminate all or part of the agreements and the directly related agreements, without prejudice to the other rights that have been in place and without any compensation.
- 2.In the event of bankruptcy, suspension of payment, shutting down or winding up of the other party's business, or making an application under the Natural Persons Debt Restructuring Act, all agreements with the other party shall be terminated by law, unless we notify the other party within a reasonable period of time of compliance with (part of) the relevant agreement(s), in which case we are entitled without default:
  - suspend the implementation of the agreements in question until payment has been sufficiently secured, and/or
  - to suspend all any commitments to the other party under any other party, without prejudice to the other rights to be in place and without any compensation.
3. In the event of an event as referred to in paragraphs 1 or 2 of this Article, all claims made by our counterpart shall be immediately and fully effective and we shall be entitled to cease operations with immediate effect.
4. The other party is also required to return to us immediately if it is disbanded as if all drawings and technical data, as well as all the goods belonging to us, are returned to us immediately.
5. We are entitled at all times to suspend all or part of the work we have commissioned, without in that case being liable for damages from the other party, whatever.

#### **Article XI Cancel**

- 1.If the other party wishes to cancel an order issued to us and only if we have agreed in writing, the other party shall be obliged to compensate us , inter a half for loss of profit, against payment of 15% of the agreed price; without prejudice to our continued rights.
- 2.The other party is obliged to protect us at all times from claims made by third parties as a result of the cancellation of the contract.

#### **Article XII Liability**

1. Except in the event that there is intent or gross negligence on our part, we are never liable for any damage seen by the other party, including but not limited to consequential damage, intangible damage, business or environmental damage, or damage seen as a result of liability against third parties.
2. If, despite the claim in the case of this Article, we are nevertheless held liable by the competent Court in any case, our liability to the other party under any event (where a related series of events is considered to be a single event) is in all cases limited to the amount of the relevant contract amount, excluding sales tax.
3. The other party is obliged to safeguard and compensate us for any costs, harms and interests that may have arisen to us as a direct result of claims from third parties, including future users and governments, on us in respect of events, deeds or omissions in or in the context of the implementation of the agreement, for which we are not liable to the other party under these terms. The other party is then required to repair that damage at our first request.

#### **Article XIII Fall from law**

- 1.If the other party considers that we have a right of claim, a right of claim shall expire no later than one year after its creation.

#### **Article XIV Applicable law; competent Judge**

- 1.All agreements concluded with us, of which these conditions are wholly or partly part of it, are subject to Dutch law.
- 2.All disputes arising as a result of agreements concluded with us or these terms and conditions will, in so far as not otherwise required by law, be subject to the judgment of the competent Judge of our place of establishment, on the understanding that we may choose to refer a dispute to the court competent under the legal provisions.

Consensus Group