

General Terms and Conditions of VebeGo Facility Solutions BV

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Article 1: Definitions

The following definitions apply:

- **GTC:** The general terms and conditions of delivery;
- **VebeGo Facility Solutions:** VebeGo Facility Solutions BV and/or (one or more of) its affiliated companies as user of these general terms and conditions of delivery;
- **Client:** VebeGo Facility Solutions' counterparty;
- **Contractor:** VebeGo Facility Solutions BV;
- **Agreement:** Any Agreement between VebeGo Facility Solutions and the Client regarding the given assignment by the Client to VebeGo Facility Solutions for the work, any amendment or addition(s) thereto, as well as all (legal) acts in preparation for and/or for the implementation of that Agreement;
- **Parties:** VebeGo Facility Solutions and the Client jointly;
- **Normal working hours:** Monday to Friday between 7 a.m. and 6 p.m. excluding statutory holidays.

Article 2: Offer

- 1 The Agreement is only concluded if and insofar as it has been accepted or confirmed, in writing, by VebeGo Facility Solutions. Changes and additions to the Agreement are only valid if agreed in writing.
- 2 All offers made by VebeGo Facility Solutions, in whatever form, are without obligation unless otherwise agreed, in writing.



Article 3: Applicability

- 1 The GTC apply to all requests, offers and quotations from VebeGO Facility Solutions, order confirmations and Agreements and all (legal) acts between the Parties with regard to the delivery of goods and/or the provision of services by VebeGO Facility Solutions to or for the benefit of the Client.
- 2 Execution of the Agreement will only take place with due observance of the GTC, unless the Parties deviate from this, in writing, in the Agreement. The applicability of a reference to the general terms and conditions of the Client is hereby expressly rejected.
- 3 The Dutch text of the general delivery conditions prevails over any translations thereof.
- 4 If a provision from the GTC, Agreement or other applicable documents is void, destroyed or cannot be invoked by the Parties on other grounds, VebeGO Facility Solutions has the right to replace this provision with a valid and enforceable provision whereby the purpose and the intent of the original provision will be taken into account, insofar as practicable. In such cases, the other provisions will remain in full force and effect.
- 5 The Contractor is authorised to amend the GTC. The amended GTC apply from the moment that VebeGO Facility Solutions has notified the Client regarding the changes, in writing, and the Client has accepted the applicability of the amended version. Until the applicability of the amended GTC is accepted by the Client, the previous version remains applicable.

Article 4: Performance of the Agreement

- 1 VebeGO Facility Solutions determines the manner in which the Agreement will be performed, whilst taking into account the reasonable wishes expressed by the Client, insofar as possible.
- 2 The Client will ensure the necessary access to spaces, materials, information, documentation, etc. that is necessary for VebeGO Facility Solutions to fulfil its obligations under the Agreement. The client guarantees that the materials and spaces that it provides will comply with all relevant legislation and regulations (including but not limited to health and safety and environmental legislation).
- 3 If agreed in writing, applicable company rules and/or regulations of the Client will be adhered to, provided this information has been made available to VebeGO Facility Solutions free of charge.
- 4 As much of the work as possible will be carried out on working days from Monday to Friday between 7 a.m. and 6 p.m., excluding public holidays. If any deviation from this is necessary, VebeGO Facility Solutions will report this to the Client at the earliest opportunity. The rates as included in Article 6.5 apply.
- 5 VebeGO Facility Solutions reserves the right to replace a deployed employee, at any time. Prior to doing so, VebeGO Facility Solutions will inform the Client accordingly.
- 6 Where Managing Agent contracts, project assignments and interim assignments is concerned, the budgets, forecasts, advice or reports, etc. issued by VebeGO Facility Solutions employees are of an informative nature and may not be regarded as a guarantee, nor do they bind VebeGO Facility Solutions, unless the employee concerned is authorised to represent VebeGO Facility Solutions in that regard.
- 7 VebeGO Facility Solutions is entitled to transfer rights and obligations under the Agreement, in whole or in part, to third parties.
- 8 VebeGO Facility Solutions has the right to engage a supplier/subcontractor to supply goods and services for the performance of the Agreement.



Article 5: Delivery of goods and/ or services

- 1 If the Agreement (also) includes the delivery of goods by or on behalf of Vebege Facility Solutions, the term for this delivery will be determined in consultation between the Parties involved. The agreed delivery period does not constitute a strict deadline.
- 2 Any risk pertaining to the delivered item will be transferred to the Client from the moment of delivery.
- 3 Following delivery, the client will inspect the delivered item for any defects. Defects found by the Client must be reported to Vebege Facility Solutions, in writing, within 5 working days of delivery, otherwise the Client forfeits all their rights.
- 4 In the case of defects or shortcomings in the delivered goods or services found by the Client that are reported to Vebege Facility Solutions in a timely manner, and for which Vebege Facility Solutions accepts responsibility, Vebege Facility Solutions will repair or replace the relevant goods/services (or have them repaired/replaced), insofar as Vebege Facility Solutions determines that there is an attributable shortcoming. The choice between replacement or repair of the defective items is at Vebege Facility Solutions' sole discretion.

Article 6: Rates

- 1 The rates for the work are determined between the Parties in the Agreement.
- 2 If Vebege Facility Solutions is obliged to perform additional work by virtue of its (legal) duty of care or for the proper performance of the work, it is entitled to charge the related costs to the Client, even if the Client did not explicitly give its permission for carrying out the additional work.
- 3 Special costs to be incurred in the execution of the work will be announced, in advance, insofar as possible and will be charged afterwards.
- 4 The rates are in euros, exclusive of travel and parking costs, other costs in the context of the execution of the work, any other specific levies imposed by the government, turnover tax (VAT) and expenses originating with suppliers engaged by Vebege Facility Solutions.
- 5 The following surcharges apply for work performed outside normal working hours:
 - surcharge 1: on Monday to Friday, excluding statutory holidays, 25% of the hourly rate if the work takes place between 8 p.m. and 11 p.m.
 - surcharge 2: on Monday to Friday, excluding statutory holidays, 50% of the hourly rate if the work takes place between 11 p.m. and 7 a.m.
 - surcharge 3: on Saturdays and Sundays, with the exception of statutory holidays, 50% of the hourly rate.
 - surcharge 4: on statutory holidays, 100% of the hourly rate.
- 6 Vebege Facility Solutions is entitled to increase the rates (including supplements) once per calendar year with effect from 1 January as a result of, among other things, wage increases and other costs, in which respect the following apply:
 - Vebege Facility Solutions is entitled to pay the full increase to Client in wage costs, including but not limited to increases in collective labour agreements (as well as applicable collective agreements of third parties engaged for the execution of the assignment), employer's contributions and social insurance premiums, or increases as a result of laws, decrees or government orders of a compelling nature.
 - Vebege Facility Solutions is entitled to pass on other price increases relating to materials and operating resources to the Client.



- VebeGO Facility Solutions will inform the Client in writing in advance as far as possible of the actual price increase.
- 7 VebeGO Facility Solutions may also implement price changes earlier than in January (hereinafter: 'Interim Price Change'), for example (indicatively) in the case that its suppliers raise their prices, its personnel costs increase, for example (indicatively, but not restrictively) cost increases related to the CLA, the replacement of sick and/or absent employees) or increase in prices of energy, fuel and/or raw material prices and/or having to make purchases from a different supplier than originally intended.
 - 8 In the case of an Interim Price Change, the following applies: insofar as possible VebeGO Facility Solutions will announce the Interim Price Change, as referred to in this paragraph to the Client, one month in advance. If, within two weeks of this announcement being sent, the Client does not indicate that it does not accept the price change, it is deemed to have agreed to it; VebeGO Facility Solutions will then implement the Interim Price Change as per the date indicated. On the other hand, if, within two weeks after this announcement being sent, the Client indicates that it does not accept the price change, the parties will enter into mutual consultation to reach an agreement on a new price and/or a new working method.
 - 9 If, within three months of the announcement of the Interim Price Change being sent, no agreement is reached on the price and/or a future working method, VebeGO Facility Solutions may terminate the agreement (in whole or in part), with immediate effect, without owing any compensation to the Client.

Article 7. Invoicing and payment

- 1 Invoicing happens monthly. VebeGO Facility Solutions is entitled to invoice for payment in advance for the delivery of its work.
- 2 Payment must be made within 30 days of the invoice date, without discount, settlement or suspension by the Client, in the invoiced currency, by means of transfer to a bank account nominated by VebeGO Facility Solutions, unless otherwise indicated, in writing, by VebeGO Facility Solutions.
- 3 VebeGO Facility Solutions reserves the right to have the monies received under the execution of the Agreement, as a result of legislation and regulations, be deposited by the Client on an account designated for that purpose.
- 4 VebeGO Facility Solutions reserves the right to demand a deposit from the Client to enable it to pay invoices (including VAT) from a supplier within 30 days of the invoice date.
- 5 In the event of late payment, the Client will be deemed 'in default' immediately, without further notice of default being required. In such cases, the Client will be charged the statutory commercial rate of interest plus all legal and additional costs that VebeGO Facility Solutions incurs in pursuing (timely) payment.
- 6 Regardless of the description, payments by the Client will be credited with the costs, then with the interest and finally with the invoices in order of age, even if they have not yet expired.
- 7 The Client undertakes to provide security, at VebeGO Facility Solutions' request, in the form of a bank guarantee and/or a pledge for the fulfilment of all its obligations under the Agreement, including its full payment obligation including interest and costs, in a manner that VebeGO Facility Solutions deems sufficient. If the Client fails to provide such security or payment in advance, VebeGO Facility Solutions will be entitled to suspend further performance of the Agreement.



- 8 VebeGO Facility Solutions reserves the right to suspend the execution of the assignment in the absence of timely payment of invoices.

Article 8: Information and notification

- 1 The Client must ensure that all data and documents that VebeGO Facility Solutions needs for the correct and timely execution of the work are made available to VebeGO Facility Solutions in a timely manner.
- 2 The Client must ensure that VebeGO Facility Solutions is immediately informed in writing regarding any facts and circumstances that may be important in connection with the correct performance of the work.
- 3 The Client is responsible for the accuracy, completeness and reliability of the data and documents made available to VebeGO Facility Solutions, even if they originate from third parties.
- 4 All information provided within the framework of the Agreement, including all data carriers and documents made available to the other party, even if they are not of a confidential nature, shall remain the property of the party that has supplied it at all times and after termination of the Agreement shall be immediately returned at the first request of the party that supplied it.

Article 9: Hiring staff

- 1 The Client and parties affiliated with the Client undertake not to employ employees of VebeGO Facility Solutions and its affiliates who are involved in the execution of the Agreement, or to have them work for them in any other way during and up to 1 year after termination of the Agreement, either directly or indirectly, unless otherwise agreed in writing. If the Client does not comply with this agreement, the Client will immediately compensate VebeGO Facility Solutions in the amount of 50% of the most recent gross annual salary of the employee concerned.

Article 10: Intellectual property

- 1 All current and future intellectual property rights with regard to the services and products that are used and/or developed (whether or not for the benefit of the Client), including in any case but not limited to models, works and/or inventions, drawings and other data carriers – including software – in the context of the Agreement are at all times vested with VebeGO Facility Solutions. Intellectual property rights include (but are not limited to) copyrights, design rights and/or patent rights.
- 2 The Agreement and the general terms and conditions of delivery do not imply a transfer of any (intellectual property) right or a licence to use same unless otherwise agreed in writing.
- 3 The Client undertakes not to violate or affect these (intellectual property) rights in any way, directly or indirectly, by use or otherwise.

Article 11: Confidentiality

- 1 Parties are obliged to maintain confidentiality of all data and information (verbal and written) regarding the Agreement, the activities, Parties and their relations, their products, services and activities in the broadest sense of the word. This obligation applies both during and after termination of the Agreement and is valid insofar as this information is provided confidentially or if the Parties could reasonably expect it to be of a confidential nature.



- 2 The confidentiality obligation does not apply to information and data:
 - a that are public knowledge, other than through the action of one of the parties (directly or indirectly);
 - b in respect of which written dismissal from the confidentiality obligation has been granted by the other party;
 - c insofar as disclosure is required on the basis of a judgement to that effect;
 - d to the extent that disclosure is necessary for the exercise of the rights of the party concerned.In all the aforementioned cases, disclosure is limited to what is strictly necessary.
- 3 The parties will impose an equal obligation of confidentiality on their employees and any third parties engaged by them, such as a supplier and their employees.
- 4 VebeGo Facility Solutions is entitled to disclose the name of the Client with due observance of the provisions set out above.

Article 12: Liability

- 1 VebeGo Facility Solutions will make every effort to perform the agreed work with due care. VebeGo Facility Solutions' liability is, in all cases, limited to property and personal damage that is the direct result of an attributable shortcoming in the fulfilment of the Agreement. All liability for indirect or consequential damages is excluded. VebeGo Facility Solutions' liability is, at all times, limited to a maximum of € 2.5 million per event and € 5 million per year, unless there is intent or wilful recklessness.
- 2 A condition for the existence of any right to compensation is always that the Client reports the damage, in writing, to VebeGo Facility Solutions, as soon as possible after it has arisen. Any claim for compensation lapses six months after the occurrence of the damage.
- 3 VebeGo Facility Solutions is not liable for damage, of whatever nature, caused by VebeGo Facility Solutions relying on incorrect and/or incomplete information provided by or on behalf of the Client.

Article 13: Force majeure

- 1 Force majeure means all circumstances that occur outside VebeGo Facility Solutions' reasonable sphere of influence, as a result of which full or partial implementation of the Agreement is impossible or objectionable including but not limited to: fire, flood, government measures in the broadest sense, strike, pandemic, labour unrest, incapacity for work of several of VebeGo Facility Solutions' employees or third parties, malfunctioning of the internet or e-mail.
- 2 In case of force majeure, VebeGo Facility Solutions has the right to suspend the execution of the Agreement. During the first three months, the Client is without prejudice obliged to pay the agreed fee. After three months, the Parties will enter into mutual consultation regarding the compensation that applies to the remaining period of force majeure.
- 3 The Client can only invoke non-attributability of its shortcoming with respect to VebeGo Facility Solutions if it informs VebeGo Facility Solutions of this at the earliest opportunity within a maximum of 7 days. Force majeure on the part of the Client, in any case, does not include strikes, pandemics, breakdowns in buildings, failure and/or unsuitability of materials of the Client and/or liquidity or solvency problems of the Client or third parties.



Article 14: Obligation for verification and retention of identity documents

- 1 The Client must comply with all obligations it has under the Foreign Nationals Employment Act and the Compulsory Identification Act and any laws that have taken their place.
- 2 Vebego Facility Solutions is not liable with respect to the Client for fines imposed on the Client under the Foreign Nationals Employment Act and/or the Compulsory Identification Act or any laws that may replace them as a result of the Client's failure to comply with these laws and regulations. The Client indemnifies Vebego Facility Solutions against fines imposed on Vebego Facility Solutions as a result of the Client's failure to comply with these laws and regulations.

Article 15: Duration and termination of the Agreement

- 1 The Agreement between the Parties is deemed to have been entered into for an unlimited period of time, unless expressly agreed otherwise in writing.
- 2 An Agreement entered into for an indefinite period of time can be terminated by either Party, by registered letter, subject to a notice period of six months.
- 3 Any Agreement for a defined period cannot be terminated prematurely by either Party.
- 4 An Agreement for a defined period will remain in place for an indefinite period following its expiry, unless one of the Parties notifies the other Party, by registered letter, no longer than three months before the expiry of the Agreement, by registered letter.
- 5 Both Parties are authorised to terminate the Agreement, in whole or in part, with immediate effect, in writing, by registered letter, if:
 - the bankruptcy of the other party has been requested or declared;
 - the other party applies for a suspension of payments or has been granted a (provisional) suspension of payments;
 - any permits relevant to the performance of the Agreement have been suspended or revoked;
 - attachment has been made on (a part of) the company property or items of the other party intended for the execution of the Agreement.
- 6 Vebego Facility Solutions is authorised to terminate the Agreement, in whole or in part, with immediate effect, in writing, by registered letter, if (part of) the company or business activities of the Client has been sold and/or transferred to a third party.
- 7 If Vebego Facility Solutions or the Client does not have or no longer has relevant permits that are necessary for (part of) the execution of the Agreement, Vebego Facility Solutions has the right to terminate the Agreement, with immediate effect, without being obliged to pay any (damage) compensation.

Article 16: Applicable law and disputes

- 1 The parties will make every effort to resolve any disputes that have arisen, by means of proper consultation.
- 2 The Agreement and the general terms and conditions of delivery are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 3 All disputes regarding the conclusion, interpretation or implementation of the Agreement, as well as any other dispute arising from or related to the Agreement, an offer and/or the general terms and conditions of delivery, will be settled exclusively by the relevant court.