

## GENERAL CONDITIONS

For the execution of activities for parties in The Netherlands  
S&S Facility Services BV, registered at the court in 's-Hertogenbosch under number  
46/2009.

### 1 Definitions

These general conditions have the following definitions: S&S, S&S Facility Services BV, statutory situated in Eindhoven, The Netherlands. Client, the one which enters into an agreement with S&S Agreement, the agreement between S&S and the Client for the providing of facility services.

### 2 General

These general conditions apply to every offer, quotation and agreement between S&S and a Client, to which S&S declares these general conditions applicable, as far as parties have not deviated explicitly in writing from these general conditions.

### 3 Offers and acceptance

- 3.1 All offers/quotations are without obligations, unless in the offer a period is mentioned for the acceptance. The offers/quotations have a validity of 30 days, unless mentioned otherwise in writing.
- 3.2 The agreement is established after timely acceptance of the offer/quotation by the Client.
- 3.3 All prices mentioned in the agreement, quotation, offer and invoice by S&S, are excluding VAT and other charges, whether governmental or not, unless differently agreed upon explicitly in writing.

### 4 Execution of the agreement

- 4.1 S&S will execute the agreement according to its best view and ability or outsource it accordingly.
- 4.2 The Client takes care that all information of which S&S indicates its necessity or of which the Client reasonably should understand its necessity for the execution of the agreement, will be provided to S&S in time. If the information necessary for the execution of the agreement has not been provided to S&S in time, S&S is entitled to postpone the execution of the agreement and/or bill the Client for extra costs as a result of the delay, according to the usual rates.
- 4.3 If, as part of the execution of the agreement, activities are performed at Clients location or at a by Client appointed location, the Client takes care of the free-of-charge availability of the facilities which are reasonably desired by S&S or their outsource employees.

## 5 Agreement duration and execution period

- 5.1 The agreement between S&S and Client is entered into for the duration of 36 months, unless parties explicitly agree upon in writing otherwise.
- 5.2 If a period has been agreed upon between parties for the execution of certain activities which are part of the agreement, then this period is not a fatal one. In case of exceeding this term, the Client must consider S&S in default in writing.

## 6 Fee S&S

- 6.1 S&S agrees upon an individual fee with the Client for each agreement.
- 6.2 S&S determines the fee based on a fixed fee per assignment or a fee per time unit working on an assignment.
- 6.3 In case there is no previous fee agreement, S&S Facility Services bills the clients the usual fee per time unit.
- 6.4 S&S is entitled to request the Client for an advance payment if they think it's necessary. An advance payment is deducted from the last invoice which S&S Facility Service sends.

## 7 Payment

- 7.1 Payment of the agreed upon price must take place in Euros within 14 days after invoice date.
- 7.2 In case of non-, late or incomplete payment, the Client is due to pay all costs that S&S has to make in order to collect the claim. These include the extra-judicial collection costs which are estimated to be at least 15% of the amount due, as well as the legal commercial interest per month or part of it, to be counted from the expiry date and all of this with a minimum of € 350,00. If payment of the invoice amount has not been received on time, the Client is in default, without the necessity of a proof of default or notice. Without further notice the Client is due to pay the legal commercial interest and the extra-judicial collection costs.
- 7.3 Payment which the Client is due to S&S will take place without any postponement or deduction or adjustment of the claim which the Client has or understands to have on S&S, unless agreed otherwise in writing.

## 8 Changing and cancellation of agreement

- 8.1 In case it does not seem possible to execute the agreement adequately without changing or complementing the activities, parties will adjust the agreement in mutual consultation.
- 8.2 In case the agreement is adjusted between times with approval of both parties, the concerning costs, rates and fees are adjusted proportionally in accordance with the increase or decrease of the activities agreed upon.
- 8.3 S&S is authorized to cancel the agreement with a term of six months towards the

end of the agreement duration. The Client is authorized to cancel the agreement with a term of six months towards the end of the agreement by means of a certified writing.

- 8.4 In case the agreement is not cancelled in accordance with the in article 8.3 mentioned period, the agreement automatically renews for the period of 36 months.

## 9 Annulment and suspension

- 9.1 S&S is authorized to annul the agreement immediately, without judicial intervention and without the obligation of compensation, in case of non-, late or incomplete compliance of one or more obligations of this agreement by the Client and in case of bankruptcy or suspension of payment of the Client.
- 9.2 Client's obligations to pay as a result from the agreement, which in case of normal execution of the agreement would be due, remain in full force in case of annulment of the agreement and are immediately due. Besides the Client is held to indemnify S&S for all costs that S&S suffers due to the annulment of the agreement.
- 9.3 S&S is entitled to suspend its activities in case of non-, late or incomplete compliance of one or more obligations of this agreement by the Client or in case of bankruptcy or suspension of payment of the Client.

## 10 Complaints

- 10.1 If the Client has a complaint regarding the execution of the agreement, he must inform S&S within ten working days after the Client has discovered the complaint. The Client can not appeal anymore that compliance of the agreement by S&S would not meet the agreement.
- 10.2 If the Client has a complaint, it does not give the Client the right to postpone its obligation to pay with respect to S&S.
- 10.3 If a complaint is legitimate, the Client will give S&S the opportunity to correct the complaint or to compensate it financially, such at the discretion of S&S.

## 11 Liability

- 11.1 S&S explicitly excludes every liability for all damages, unless the damages are the result of gross negligence and/or intention of S&S.
- 11.2 At all times the liability of S&S is limited to the invoice value per month of the agreement from which the liability results.
- 11.3 S&S excludes every liability which is the result of the outsourcing of activities where third parties cause damages to the Client. S&S is not liable for damages of any kind, if S&S has assumed incorrect information which was provided by the Client.

## 12 Indemnity

- 12.1 Client indemnifies S&S for possible claims of third parties, who suffer a loss in connection with the execution of the agreement, for which the Client can be held accountable.
- 12.2 The Client indemnifies S&S for claims of third parties with respect to intellectual property rights on the materials or information provided by the Client, which are used for the execution of this agreement.

### **13 Force majeure**

The execution period of the activities of the agreement is extended with a period, during which S&S is unable to meet their demands due to force majeure.

Regarding this agreement force majeure means war, risk of war, civil war, terrorism, riot, civil commotion, fire damage, water damage, flood, strike, understaffing, company occupation, import and export obstructions, government measures, both at S&S and third parties used by S&S for the execution of the agreement.

If the force majeure delays the execution of the assignment more than two months, both S&S and the Client are entitled to annul the agreement.

Also in case of lasting force majeure, S&S is not bound to compensate damage of any kind.

### **14 Secrecy**

Parties are sworn to secrecy regarding all confidential information, which they have received from each other or other sources as part of the execution of the agreement. Information is confidential in case it is designated as such by the other party or results from the nature of the information.

### **15 Intellectual property and copyrights**

The Client acknowledges all intellectual properties and copyrights of S&S which they use through execution of the agreement.

All documents supplied by S&S, such as outsource reports, recommendations, agreements, draft designs, drawings, software, licences etc., are to be used exclusively by the Client and may not be multiplied, made public or forwarded to third parties without prior consent of S&S.

### **16 Disputes and applicable law**

16.1 All disputes related to the realization, the explication or the execution of an agreement with S&S, shall be brought before the competent judge in 's-Hertogenbosch at first.

16.2 All agreements with S&S are governed by the Dutch law.