

# BTW TEAM BV – General Terms and Conditions

## Article 1 – Definitions

1. In these general terms and conditions, the following terms shall have the meanings set out below, unless expressly stated otherwise.
  - 1.1 **Client:** the natural or legal person with whom the agreement is entered into.
  - 1.2 **Agreement:** the agreement for the provision of services.

## Article 2 – General

1. These terms and conditions apply to every offer, quotation and agreement between BTW TEAM BV and a client to which BTW TEAM BV has declared these terms applicable, insofar as the parties have not expressly deviated from these terms in writing.
2. Any purchasing or other conditions of the client are not applicable.
3. These terms and conditions also apply to all agreements with BTW TEAM BV for the execution of which third parties must be engaged.
4. Any deviations from these general terms and conditions are only valid if expressly agreed in writing.
5. If one or more provisions of these general terms and conditions are null and void or are annulled, the remaining provisions shall remain fully applicable. In that case, BTW TEAM BV and the client shall consult in order to agree on new provisions to replace the null or annulled provisions, whereby the purpose and intent of the original provision shall be taken into account as much as possible.

## Article 3 – Offers and Quotations

1. All offers are without obligation, unless a period for acceptance is stated in the offer.
2. Quotations issued by BTW TEAM BV are without obligation and are valid for 14 days, unless stated otherwise. BTW TEAM BV shall only be bound by quotations if acceptance thereof is confirmed in writing by the counterparty within 14 days, unless stated otherwise.
3. Prices stated in offers and quotations are exclusive of VAT, unless stated otherwise.
4. If acceptance deviates from the offer included in the quotation on minor points, BTW TEAM BV shall not be bound thereby. The agreement shall then not be concluded in accordance with such deviating acceptance, unless BTW TEAM BV indicates otherwise.
5. If a quotation, contract or other similar legally binding document is sent by BTW TEAM BV to the client and the client fails to return the document signed, the client shall be deemed to have accepted the contents of that document and these general terms and conditions by paying the fee to BTW TEAM BV.

## Article 4 – Performance of the Agreement

1. BTW TEAM BV shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice.
2. The client shall ensure that all data which BTW TEAM BV indicates are necessary, or which the client should reasonably understand to be necessary for the performance of the agreement, are provided to BTW TEAM BV in a timely manner.
3. BTW TEAM BV shall not be liable for damage arising from incorrect and/or incomplete data provided by the client, unless such incorrectness or incompleteness should have been apparent to BTW TEAM BV.
4. If, in the context of the assignment, activities are performed at the client's location or another location designated by the client by BTW TEAM BV or by third parties engaged by BTW TEAM BV, the client shall ensure that the facilities reasonably required by such personnel are available.
5. The client indemnifies BTW TEAM BV against any claims by third parties who suffer damage in connection with the performance of the agreement and which damage is attributable to the client.

## Article 5 – Amendment of the Agreement

1. If, during the performance of the agreement, it appears that for proper performance it is necessary to amend or supplement the work to be carried out, the parties shall amend the agreement in a timely manner and in mutual consultation.
2. If the parties agree that the agreement is amended or supplemented, this may affect the time of completion. BTW TEAM BV shall inform the client thereof as soon as possible.
3. If a fixed fee has been agreed, BTW TEAM BV shall indicate to what extent the amendment or supplement of the agreement results in an exceedance of that fee.

## Article 6 – Duration of the Agreement; Performance Period

1. The agreement between BTW TEAM BV and the client is entered into for a definite period, which shall be expressly agreed in writing by the parties.
2. If a period for the completion of certain activities has been agreed within the term of the agreement, such period shall never be a fatal deadline. In the event of exceeding the performance period, the client must therefore give BTW TEAM BV written notice of default.

## Article 7 – Fees and Expenses

1. The parties shall agree on a fee upon entering into the agreement.
2. Travel expenses shall be charged for work performed outside the offices of BTW TEAM BV. If travel time exceeds one hour, a travel time fee shall also apply, amounting to 50% of the applicable hourly rate. If the work is performed outside the Netherlands, the client shall bear the travel and any accommodation costs.

For work performed in another EU country, a surcharge of 25% shall apply; for work performed outside the EU, a surcharge of 50% shall apply.

3. The fee shall be calculated on the basis of the agreed hourly rate or rate per day or part thereof, or failing that, in accordance with the customary hourly rates of BTW TEAM BV applicable during the period in which the work is performed.
4. The fee and any expenses are exclusive of VAT and shall be invoiced bi-weekly.

## **Article 8 – Payment**

1. Payment must be made within 14 days of the invoice date, in the manner specified by BTW TEAM BV, in the currency invoiced. Objections to the amount of the invoice do not suspend the payment obligation.
2. If the client fails to pay within the 14-day period, the client shall be in default by operation of law. The client shall owe BTW TEAM BV all costs, both judicial and extrajudicial, relating to the collection of all amounts owed to BTW TEAM BV. In any event, interest at the statutory rate shall be charged monthly on the outstanding amount from the date the client is in default.
3. BTW TEAM BV is entitled to suspend its activities and other obligations until full payment has been received, without prejudice to the client's obligation to comply with its obligations.

## **Article 9 – Inspection and Complaints**

1. Complaints regarding the work performed must be submitted to BTW TEAM BV in writing within 8 days after discovery, but no later than 30 days after completion of the relevant work. The notice of default must contain as detailed a description of the shortcoming as possible, so that BTW TEAM BV is able to respond adequately.
2. If performance of the agreed services is no longer possible or useful, BTW TEAM BV shall only be liable within the limits of Article 12.

## **Article 10 – Termination**

1. Neither party may terminate the agreement prematurely, unless otherwise agreed in writing.

## **Article 11 – Suspension and Dissolution**

1. BTW TEAM BV and the client are entitled to dissolve the agreement if circumstances arise which are of such a nature that performance of the agreement is impossible or can no longer reasonably be required, or if other circumstances arise of such a nature that unmodified continuation of the agreement cannot reasonably be expected.
2. BTW TEAM BV is entitled to dissolve or cancel the agreement and/or offers with immediate effect if the client is a natural person and dies, if the client is declared bankrupt, or if the client is granted a suspension of payments. In such cases, any

claim of BTW TEAM BV against the client shall become immediately due and payable in full.

## Article 12 – Liability

1. If BTW TEAM BV is liable, such liability shall be limited to what is stipulated in this article.
2. If BTW TEAM BV is liable for direct damage, such liability shall be limited to a maximum of the amount paid out by the insurer of BTW TEAM BV, or otherwise to a maximum of the invoiced amount, or that part of the assignment to which the liability relates.
3. Direct damage is understood exclusively to mean:
  - reasonable costs incurred to determine the cause and extent of the damage, insofar as such determination relates to damage within the meaning of these terms;
  - any reasonable costs incurred to have the defective performance of BTW TEAM BV comply with the agreement, unless such costs cannot be attributed to BTW TEAM BV;
  - reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.
4. BTW TEAM BV shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to business interruption.

## Article 13 – Force Majeure

1. The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to fault and for which they are not responsible under the law, a legal act, or generally accepted standards.
2. Force majeure includes, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which BTW TEAM BV has no influence, but which prevent BTW TEAM BV from fulfilling its obligations.

## Article 14 – Confidentiality

1. Both parties are obliged to maintain confidentiality with regard to all confidential information obtained from each other or from other sources in the context of their agreement. Information is considered confidential if it has been designated as such by the other party or if this follows from the nature of the information.

## Article 15 – Applicable Law

1. All agreements entered into between BTW TEAM BV and the client shall be governed by Dutch law.

2. Any dispute between the parties relating to the agreement shall be submitted exclusively to the competent Dutch court in Haarlem.