

General terms and conditions

Article 1 - Applicability

1.1 These general terms and conditions apply to all legal relationships between Smits-Serrelli B.V. (hereinafter referred to as the Contractor) and the Client, including all work provided by the Contractor and in particular the services as stated in the Quotation.

1.2 Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing. The Contractor expressly rejects the applicability of the general (purchase) terms and conditions used by the Client.

Article 2 – Quotation and agreement

2.1 All Quotations are completely without obligation and the Contractor is only bound by the Quotation if the Quotation has been approved in writing by the Client within 14 (fourteen) days and has been returned by the Contractor.

2.2 The prices stated in the Quotation are exclusive of VAT and other costs, such as travel expenses, which are then specified in the Quotation.

2.3 If reservations and/or changes have been made to the acceptance compared to the original Offer, the agreement will only be concluded, contrary to the provisions of paragraph 1 above, at the time that the Contractor has notified the Client in writing that it agrees to these reservations and/or changes.

2.4 After approval by the Client, the Quotation also serves as an agreement.

Article 3 – Execution of the contract

3.1 In the event that a schedule has been agreed between the Contractor and the Client in connection with the performance of the work, this schedule will only serve as a guideline, unless expressly agreed otherwise in writing. The Contractor does not offer any guarantee with regard to the agreed planning. Late delivery does not entitle the Client to compensation, dissolution of the Agreement or suspension of any obligation towards the Contractor.

Article 4 – Cancellation or modification of the contract

4.1 The Client can only amend or cancel the agreement if the intended change or cancellation has been notified to the Contractor within 8 (eight) days after the date on which the Offer accepted by the Client has reached the Contractor and the Contractor agrees to this change or cancellation in writing.

4.2 In the event of full or partial cancellation of an agreement by the Client, the Contractor is entitled to charge the Client for all costs it has already incurred in the context of its performance, with a minimum of 20% of the total amount quoted.

4.3 In the event that a framework agreement is cancelled, whereby the Offer only consists of an hourly rate for work to be performed, then in derogation from the provisions of paragraph 2 above, only the hours already performed will be charged.

4.4 If an agreement is amended at the request of the Client and in mutual consultation, the Contractor is entitled to charge the Client for the additional costs caused by this change.

4.5 The Contractor may cancel a Quotation or an agreement if it notifies the Client of the cancellation in writing within 14 (fourteen) days of the date on which the Offer was issued, or within 8 (eight) days of the date on which the agreement was concluded.

4.6 In the event of partial cancellation, the Quotation or agreement will remain intact for the remainder.

Article 5 – Price

5.1 When concluding the agreement, the parties may agree on a fixed price for the activities as stated in the Offer.

5.2 If no fixed price has been agreed, the price will be determined on the basis of hours actually spent. The price is calculated according to the Contractor's hourly rates stated in the quotation.

5.3 In the event of expansion or extension of the work, the Contractor has the option of applying adjusted (hourly) rates.

Article 6 – Payment

6.1 Payment by the Client must be made within 14 (fourteen) days of the invoice date. Payment is made without deduction of any discount, suspension and/or recourse to set-off, unless expressly agreed otherwise.

6.2 In the absence of payment within the specified payment term, the Client is in default by operation of law. In such a case, all claims that the Contractor has against the Client are immediately due and payable and the (business) Client will owe the contractual interest of 4% per month from that moment until the date of full payment, without further demand or notice of default, all this without prejudice to the other rights that the Contractor has.

6.3 All extrajudicial and judicial costs to achieve the collection of the relevant claim within the agreed period in the absence of payment will be borne by the Client who has not paid on time. The extrajudicial costs are set at 15% of the amount due, with a minimum of €100 excluding VAT.

Article 7 – Complaints procedure

7.1 The Contractor considers it very important to keep the Clients satisfied. If there is a complaint about the work, this must be reported to the Contractor within 14 (fourteen) days after completion of the work in question, in writing and with arguments.

7.2 Receipt of the complaint will be confirmed in writing by the Contractor within one week.

7.3 Within 3 (three) weeks of receipt, the Contractor will provide a written response, containing a reasoned assessment of the arguments in the complaint, as well as any measures that have been or will be taken in response to the findings.

Article 8 – Force majeure

8.1 The Contractor is not liable if a shortcoming is the result of force majeure. During the period in which force majeure occurs, the Contractor's obligations will be suspended. If the period in which the Contractor is unable to fulfil its obligations due to force majeure lasts longer than three months, both parties are entitled to dissolve the agreement without judicial intervention, without any right to compensation arising.

8.2 The term 'force majeure' as referred to in this article is in any case understood to mean unforeseen circumstances, also of an economic nature, which have arisen through no fault of

the Contractor or through no fault of the Contractor, such as but not limited to serious disruptions in the company, strikes and lockouts, both at the Contractor and at the supply companies, war and hostilities.

8.3 If the Contractor has already partially fulfilled its obligations at the time of force majeure, or can only partially meet its obligations, it is entitled to invoice the already delivered or deliverable part separately and the Client is obliged to pay this invoice as if it were a separate agreement.

Article 9 – Liability

9.1 The Contractor is only liable for damage suffered by the Client if and insofar as that damage is the direct result of intent or gross negligence.

9.2 The total liability of the Contractor will in all cases be limited to compensation for direct damage, whereby the total amount of damage to be paid by the Contractor to the Client will never exceed a maximum of the amount of the price stipulated for that agreement (excluding VAT).

9.3 The Contractor is not liable for damage if and insofar as the Client has insured itself against the damage in question or could reasonably have insured itself.

Article 10 – Intellectual property

10.1 All documents provided by the Contractor, such as presentations, advice, Quotations, agreements, marketing materials, software, etc., are only intended for and only applicable to the Client.

10.2 The Contractor is entitled to use everything that has been manufactured by the Contractor to promote its own organisation and services, insofar as no confidential information is brought to the attention of third parties.

10.3 The input on the Commercial Boost questionnaire will only be used in (benchmark) analyses, which are not made directly for Client, if explicit permission has been given for this in the questionnaire itself.

Article 11 – Applicable law and competent court

11.1 These terms and conditions are effective as of 1 December 2024.

11.2 In the event that any provision in these general terms and conditions should be null and void or should be annulled, this shall not affect the validity of the remaining provisions.

11.3 The legal relationship between the Client and the Contractor is governed by Dutch law. All disputes between the Client and the Contractor that may arise as a result of or in connection with the Agreement will be settled to the exclusion of anyone else by the court in the district where the Contractor is established.