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## FRANS VEUGEN BEDRIJFSHYGIËNE: GENERAL TERMS AND CONDITIONS

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### Definitions

The following definitions apply in these General Terms and Conditions (hereinafter referred to as "the Conditions"):

- 1.1 Veugen: the private company with limited liability Frans Veugen Bedrijfshygiëne B.V., listed in the Commercial Register under number 13038804.
- 1.2 the Client: the Party with which Veugen concludes a contract.
- 1.3 the Offer: the offer made by Veugen in writing, specifying the work (either accompanied by a description of the work or otherwise) and/or products desired by the Client.

### Applicability and scope

- 2.1 These Conditions apply to all contracts concluded between Veugen and the Client.
- 2.2 The Client's general terms and conditions (if any) are specifically excluded.
- 2.3 Any departures from these Conditions and/or additions to them will only be valid if and insofar as Veugen has explicitly accepted them in writing.
- 2.4 If one or more of these Conditions violates a mandatory statutory provision or any other applicable statutory provision, the relevant Condition will cease to apply, and Veugen must replace this Condition with a new Condition that is legally permissible and comparable to the invalid one.
- 2.5 A contract may only be concluded after Veugen has furnished the Client with an Offer on the relevant matter, or on the date on which Veugen starts to carry out the instruction.
- 2.6 If Veugen employs any sub-contractors and/or any non-employees who are acting on Veugen's instructions in the course of Veugen's business, these Conditions will also apply in the same way as if they had been agreed upon directly between the Client and such sub-contractors and/or non-employees.

### Offers, prices and payment

- 3.1 All offers and quotes made by Veugen are revocable and free of obligation unless the offer includes a term for acceptance, or unless specifically stated otherwise in writing.
- 3.2 The Client guarantees the correctness and completeness of the measurements, requirements, performance specifications and other data on which Veugen's offer is based, that are provided to Veugen by the Client or on its behalf.
- 3.3 The prices contained in Veugen's offers and quotes are based upon the information provided by the Client. If the measurements, requirements and performance specifications provided by the Client do not correspond with the information provided by the Client when carrying out the relevant work, or no longer correspond with it, Veugen is entitled to adjust the fee for the work.
- 3.4 The prices contained in Veugen's offers and quotes do not include VAT or other government levies. Nor do they include any costs to be incurred in connection with the work, including dispatch costs and administrative charges, unless the Parties have agreed otherwise in writing.
- 3.4 Unless the Parties have agreed otherwise in writing, the Client must make all payments within fourteen days of the invoice date, without any discount, suspension and/or setoff. This period is deemed to be a strict deadline, and the Client will be in default on expiry of the period.
- 3.5 Veugen is entitled to demand all or part of the payments in advance, or to stipulate another type of security for such payments.
- 3.6 The Client will be in default *ipso jure* if the payment term agreed upon expires, without any further notice of default being required in this respect. The Client will be liable to pay 1% interest a month on the amount owing with effect from the date of commencement of such default, unless the statutory interest or statutory commercial interest exceeds this 1%, in which case the statutory interest or commercial interest will apply. All court costs and/or extrajudicial costs incurred by Veugen in order to obtain payment - at law and otherwise - will be payable by the Client with effect from this date. In such an event, the Client will be liable to pay compensation amounting to at least 15% of the sum outstanding, the minimum amount payable being € 100. If the actual costs incurred at any time by Veugen exceed this amount, the Client will be liable to pay these costs.

### Carrying out the instruction; delivery dates

- 4.1 Veugen will do all in its power to perform the work and/or deliver the products as soon as possible. Unless the Parties have specifically agreed otherwise in writing, the time

limits and/or delivery dates stated may never be deemed to be strict deadlines.

- 4.2 All goods supplied by Veugen will remain the property of Veugen until such time as payment is effected in full.
- 4.3 Veugen is entitled to terminate all or part of the contract with immediate effect, without judicial intervention and without any notice of default being required, if any of the following apply:
  - a. the Client applies for a moratorium;
  - b. the Client is declared bankrupt;
  - c. the Client discontinues its business operations.

### Obligations of the Client

- 5.1 The Client must place all the water, electricity and gas required for the performance of the work at Veugen's disposal free of charge.
- 5.2 On receipt of the goods delivered, the Client must immediately specify all visible defects in such goods on the transport document, which must be signed on receipt. Complaints concerning other defects must be made immediately upon discovery of such defects, at the risk of forfeiting all rights and claims, but in any event no later than two weeks after the invoice date.
- 5.3 The Client must follow all the instructions provided by Veugen, as well as all the manufacturer's instructions accompanying the goods delivered, including all instructions concerning use of the (cleansing) agent and the materials on which such agent can be used. The onus of proof with respect to the following of such instructions lies with the Client.
- 5.4 If the Client suspects, or might reasonably suspect, that the goods and services provided by Veugen could have harmful effects as a result of any incident, the Client must notify Veugen of this immediately in writing, and in any event within 24 hours, at the risk of forfeiting all rights and claims.
- 5.5 The Client indemnifies Veugen against all claims by any of the Client's employees, or by any third party deployed at the Client's company premises, either on the grounds of employer's liability or otherwise (Book 7 Articles 611 and 658 of the Civil Code), that might be made against Veugen as a result of an accident happening to them at work.

### Liability and choice of law

- 6.1 If Veugen fails to perform its work properly, it will only be obliged to remedy its inadequate performance. The Client must first provide Veugen with the opportunity to do this.
- 6.2 Veugen will never at any time be liable for damage resulting or partly resulting from failure to follow the instructions provided.
- 6.3 Veugen will not be liable for any damage unless this is caused by intentional act or wilful recklessness on the part of Veugen or its employees. Veugen will never at any time be liable for consequential damage, including but not limited to loss of profits and loss due to business interruptions resulting from the inability to use appliances processed by Veugen.
- 6.4 If it nevertheless emerges that Veugen is liable, its liability will at all times be limited to the maximum extent of its insurance.

### Disputes and applicable law

- 7.1 This contract is exclusively subject to Dutch law. The provisions of the Vienna Sales Convention (11 April 1980) do not apply.
- 7.2 All disputes arising from a contract to which all or part of these Conditions apply, or from other contracts deriving from the original contracts, will be resolved by the District Court in Limburg to the exclusion of all other courts, unless a mandatory statutory provision dictates otherwise.