

# GENERAL TERMS AND CONDITIONS

XXact Safety Solutions B.V., Alblasserdam

## Article 1: General

1. Every contract for work (hereinafter to be referred to as the order) whereby XXact Safety Solutions B.V. (hereinafter to be referred to as XXact) functions as the Contractor will be subject to the general terms and conditions of XXact unless otherwise expressly indicated in writing prior to the creation of the contract.
2. If XXact has declared that other general terms and conditions are applicable to the order, such as the RVOI 2001 or the DNR 2005, these shall apply to the extent these General Terms and Conditions of XXact do not deviate from those. The General Terms and Conditions or the conditions of the RVOI 2001 or DNR 2005, as applied by XXact, shall always take precedence over other applicable general terms and conditions.

## Article 2: Quotation and Order

1. All quotations issued by XXact shall be made entirely without obligation.
2. All issued quotations shall be valid for a period of 6 (six) weeks from date thereof, unless otherwise expressly stated in writing.
3. XXact reserves the right to revoke any of its issued quotations within 8 (eight) days of acceptance.
4. The acceptance of a quotation can only take place by means of a written notice from a person or persons who is/are authorised for that purpose.
5. The documents that form part of the quotation and/or agreement (such as studies, plans, work descriptions etc) shall be drawn up as carefully as possible, but shall not be binding. The documents concerned shall remain XXact's intellectual and material property.
6. The documents referred to under paragraph 5 may not be used, reproduced, made available to third parties or disclosed in any other way without XXact's written consent.

## Article 3: Delivery Period

1. Delivery period means the period determined in the agreement within which the tendered goods and/or services must be delivered or performed.
2. The delivery period shall bind XXact to the extent that it must do whatever possible to deliver or perform the tendered goods and/or services within the determined period.
3. Exceeding the delivery period shall - irrespective of the underlying reason - never entitle the Client to compensation and/or to terminate the agreement.

## Article 4: Payment

1. Payment of XXact's invoices must be made within 30 days of the invoice date. If any of the payment periods laid down in these terms and conditions, or as separately agreed, are exceeded, the Client shall in addition to the amount due be liable for arrears interest on the basis of statutory interest, plus a surcharge of 2%, as calculated from 30 days after the invoice date.

2. The Client shall be liable for all costs, both judicial and extrajudicial, relating to the collection of any amount due by it to XXact under these General Terms and Conditions, which as far as the extrajudicial costs are concerned, shall be a minimum of the applicable collection tariff published by the Netherlands Bar Association.
3. Payments made by the Client shall firstly be applied against all outstanding costs and interest, and thereafter against the longest outstanding accounts that are due and payable, even if the Client states that the payment relates to later accounts.

## Article 5: Liability

1. If the order involves XXact cooperating, as coordinator or otherwise, with parties engaged by the Client or one or more parties engaged at the Client's request, XXact's liability shall be limited to its own part in the order, unless expressly agreed otherwise in writing.
2. If XXact's General Terms and Conditions apply exclusively to the order, XXact's liability shall at all times be limited to the order amount. XXact shall never be liable for indirect and/or consequential damage.
3. Upon request, XXact shall provide a copy of its insurance policy to the Client.

## Article 6: Termination

1. Both XXact and the Client shall be entitled to unilaterally terminate the agreement, in whole or in part, or to suspend the execution of work, provided this takes place in writing, and via registered post.
2. The Client shall not be entitled to terminate the agreement, in whole or in part, or to suspend its obligations, if it was already in breach of the performance of its own obligations.
3. If XXact agrees to the termination of the agreement, without there being any question of breach on its side, it shall at all times be entitled to compensation for financial loss, such as expenses, lost profits and reasonable costs for the determination of damage and liability. In the event of partial termination, the Client shall not be entitled to the reversal of performed services and XXact shall be fully entitled to payment for the services that it has already performed.
4. When XXact proceeds to terminate an agreement, any advance payments shall be repaid to the Client after the deduction of costs that it has already incurred. If the advance payment does not cover these costs, the excess costs shall be charged to the Client.

## Article 7: Unfeasibility of the Order

1. If XXact is unable to fulfil an agreement after it has entered into it as a result of circumstances that it was unaware of at that time, it shall be entitled to demand that the content of the agreement be amended so that the order can be executed.

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2. XXact shall be entitled to suspend the performance of its obligations and shall not be in default if it is temporarily hindered from fulfilling its obligations as a result of circumstances that could not reasonably be expected when the agreement was entered into and which are beyond its control.
3. If XXact partially fulfils its obligations, it shall be entitled to charge the Client a proportionate portion of the agreed price based on the work that has already been completed and the incurred costs.

### Article 8: Confidential Information

1. The Client and XXact shall treat as confidential all information that they respectively provide to each other and only make use thereof in connection with the execution of the order.
2. The sending of documents or other data carriers (including drawings) by XXact shall be at the Client's risk. Dispatch by post shall be via ordinary post.
3. Unless the parties have made further arrangements prior to the works concerned, the intellectual property rights with regard to such creative work shall vest in XXact. The Client shall always be granted an exclusive licence. The exclusive licence includes the right to use the created work, adapt it for own use, publicise and reproduce it. The licence shall be limited hereto if no further arrangements have been made with regard to the created work. Documents in which the Contractor's knowledge and experience are applied, shall become the shared property of the Client after payment of the agreed fee and incurred costs.

### Article 9: Rates

1. Rates shall be adjusted each year in January, according to the Dutch CBS index (consumer price index for all households).
2. If XXact's fee is determined by multiplying the time spent on the order with a rate per time unit, the rate shall be relatively adjusted in the event of an interim general change of the hourly rates (as applied by XXact).

### Article 10: Complaints

1. Complaints pertaining to invoices issued by XXact must be submitted in writing within 14 days of the invoice date; a failure to adhere to this requirement shall mean that the Client's capacity to follow up these complaints and all of the Client's claims as a result shall be annulled.
2. Complaints pertaining to goods and/or services provided by XXact must be submitted in writing within 12 months of the work being conducted; a failure to adhere to this requirement shall mean that the Client's capacity to follow up these complaints and all of the Client's claims as a result shall be annulled.

### Article 11: Applicable Law and Arbitration

1. Dutch law shall govern the agreement between the Client and XXact and the Dordrecht District Court shall have jurisdiction.

2. XXact reserves the right to submit disputes for resolution to the court with jurisdiction.
3. If arbitration takes place, such shall take place according to the regulations in the RVOI 2001 by the RVOI Disputes Commission, c/o Houthoff Buruma Lawyers and Notaries, P.O. Box 1507, 3000 BM, Rotterdam. Arbitration according to this sub-article shall take place if the dispute does not relate to any provision of these General Terms and Conditions, but concerns a provision of the RVOI, as may be declared applicable.
4. Neither party shall be bound to comply with any obligation if it is prohibited from doing so by a situation for which it is not to blame or which according to the law, a legally binding transaction or generally accepted practice is not its responsibility.

### Article 12: Source and Amendment of Terms and Conditions

1. These General Terms and Conditions are filed at the Rotterdam Chamber of Commerce under number 24463227.
2. The most recently filed version and/or the version that applied at the time the order came into being shall be applicable.
3. The Dutch text of these General Terms and Conditions shall always be decisive for their interpretation.