

## Terms & Conditions Instrux B.V.

### Article 1 | Definitions

1.1 In these general terms and conditions and the agreements to which they are declared applicable, the following terms are assigned the following meanings:

a. **Documents:** all information or data made available to the Contractor by the Client, whether or not contained on (im)material carriers and whether or not housed with third parties, as well as all data produced or collected by the Contractor in the context of the execution of the Assignment / Agreement, whether or not contained on (im)material carriers and whether or not housed with third parties, as well as all other information of any relevance to the execution or completion of the Assignment, whether or not contained on (im)material supports.

b. **Employee:** a natural person employed by or associated with the Contractor, whether or not on the basis of an employment contract.

c. **Assignment / Agreement:** the agreement for services, whereby the Contractor undertakes to perform certain Activities vis-à-vis the Client.

d. **Client:** the natural person or legal entity who has instructed the Contractor to perform the Work.

e. **Contractor:** Instrux B.V., established at (4758 AZ) Standdaarbuiten, Oesterzwam 26, registered with the Chamber of Commerce under number 93429010. All Assignments are exclusively accepted and executed by Instrux B.V., not by or on behalf of an individual Employee, regardless of whether the Client has explicitly or tacitly granted the Assignment with a view to its execution by a certain Employee or certain Employees. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are expressly excluded from application.

f. **Activities:** all Activities to be carried out by the Contractor on behalf of the Client for which the Assignment has been given and which have been accepted by the Contractor, as well as all Activities arising therefrom for the Contractor.

g. **Confidential Information:** all information (whether in written, electronic or other form) relating to or in any way related to the Client or Contractor, and their respective companies, services, products, customers, property or goods and which is disclosed to the Client or the Contractor by the other party or by a person on behalf of that party, except for information that has already become or is considered to be common knowledge (other than as a result of a breach of this Agreement).

h. **Third party(ies):** all natural or legal persons acting on behalf of the Contractor.

## Article 2 | Applicability

2.1 These general terms and conditions apply, with the exception of third party terms and conditions, exclusively to all offers, quotations, Assignments, legal relationships and agreements, by whatever name, whereby the Contractor undertakes / will undertake to perform Activities for the Client, as well as to all Activities arising therefrom for the Contractor.

2.2 The applicability of other general terms and conditions (including those of the Client) is expressly excluded. Deviations from, and additions to, these general terms and conditions are only valid if they have been expressly agreed in writing.

2.3 Conditions that deviate from these general terms and conditions only apply to the extent that they have been expressly accepted in writing by the Contractor and, moreover, only apply to the relevant Agreement.

2.4 Amendments and additions to any provision of the Agreement are only valid if they are recorded in writing and signed by both parties.

2.5 If any provision in these general terms and conditions, or in the Agreement, is or is annulled in whole or in part or is annulled for any reason whatsoever, the other provisions in these general terms and conditions or the Agreement will nevertheless remain in force. If any provision in these general terms and conditions, or in the Agreement, is or is annulled in whole or in part or is annulled for any reason whatsoever, the Parties must negotiate the terms of a new provision that comes as close as possible to the content and intent of the original provision.

2.6 In case of ambiguity about the interpretation of one or more provisions in these general terms and conditions, they must be interpreted in the spirit of the provision(s) in question.

2.7 In situations that are not governed by these general terms and conditions, the Parties must assess the situation in the spirit of these general terms and conditions.

2.8 The fact that the Contractor does not always require strict compliance with these terms and conditions does not mean that the provisions of these terms and conditions do not apply, or that the Contractor has given up the right to demand strict compliance with these terms and conditions in other cases.

2.9 The term "in writing" in relation to communication between the Contractor and the Client also refers to electronic communication. The Contractor's electronic system is the only source of proof of the content and the time of receipt and transmission of the electronic communication in question.

2.10 In interpreting the meaning of these general terms and conditions, the Dutch version takes precedence over all other versions. In the event of any conflict between an Agreement, these general terms and conditions and the Offer, the Agreement shall prevail, followed by these general terms and conditions and finally the Offer.

## Article 3 | Client details

3.1 The Client is obliged to make available to the Contractor all Documents that the Contractor deems necessary for the correct execution of the Assignment in the desired form, in the desired manner and in a timely manner. The Contractor shall determine what is to be understood by the desired form, manner and in a timely manner.

3.2 The Client guarantees the correctness, completeness and reliability of the Documents provided by the Client, even if they originate from third parties, insofar as the nature of the Assignment does not dictate otherwise.

3.3 The Contractor has the right to suspend the execution of the Assignment until such time as the Client has fulfilled the obligations referred to in the first and second paragraphs.

3.4 The Client indemnifies the Contractor against damage resulting from incorrect or incomplete Documents.

3.5 The additional costs and extra hours incurred by the Contractor, as well as the other damage incurred by the Contractor, due to the Client's failure to provide, or not timely or proper provision of Documents necessary for the performance of the Work shall be at the expense and risk of the Client.

3.6 At the Client's first request, the Contractor will return the original Documents provided by the Client to the Client, unless otherwise agreed in writing.

## Article 4 | Execution of the assignment

4.1 The Contractor will carry out the Assignment to the best of its ability and with due observance of the applicable laws and (Professional) regulations.

4.2 The Contractor shall determine the manner in which the Assignment is to be carried out and by which Employee(s).

4.3 Verbal promises are not binding on the Contractor, unless this promise has been confirmed in writing by the Contractor.

4.4 The Contractor has the right to have Work performed by a Third Party to be designated by the Contractor.

4.5 Work carried out by the Contractor will be deemed accepted if the Contractor does not receive a written comment from the Client within 10 days of receipt.

4.6 Confidential Information provided by the Client to the Contractor and vice versa will not be passed on to Third Parties.

4.7 The Contractor shall refrain from using information from the Client for its own gain.

4.8 However, the Contractor reserves the right to make Confidential Information available to Third Parties without the Client's participation insofar as this is necessary during the preliminary phase as well as during and/or for the performance of the Work.

## Article 5 | (Professional) regulations

5.1 The Client shall always and fully cooperate with the Contractor's obligations arising from the applicable (Professional) regulations.

5.2 The Client is aware that, on the basis of applicable laws and regulations, the Contractor may be obliged to provide access to certain (Confidential) Information described in those laws and regulations and made known during the performance of its Activities to the authorities established by the government for this purpose.

5.3 The Contractor excludes any liability for damage incurred by the Client as a result of the Contractor's compliance with the laws and (Professional) regulations applicable to it.

## Article 6 | Intellectual

6.1 The performance of the Assignment by the Contractor does not imply the transfer of intellectual property rights vested in the Contractor. All intellectual property rights arising during, or arising from, the execution of the Assignment belong to the Contractor.

6.2 The Client is expressly prohibited from using the products in which the Contractor's intellectual property rights are contained, or products on which intellectual property rights apply with regard to the use of which the Contractor has acquired rights of use – including in this context in any case, but not exclusively: computer programs, system designs, working methods, advice, (model) contracts, reports, templates, macros and other intellectual products. reproduce, disclose or exploit.

6.3 The Client is not permitted to hand over the products referred to in the second paragraph to third parties without the Contractor's prior written consent.

## Article 7 | Force majeure

7.1 If the Contractor is prevented from performing or continuing the Agreement by force majeure of a permanent or temporary nature, regardless of whether the force majeure was foreseeable, the Contractor is entitled, without any obligation to pay compensation, to dissolve the Agreement in whole or in part by means of a written notification to that effect without judicial intervention, without prejudice to the Contractor's right to payment by the Client for the performance

of the Contractor prior to the existence of the force majeure situation, or to suspend the (further) performance of the Agreement in whole or in part. The Contractor will inform the Client of the force majeure situation as soon as possible. In the event of suspension, the Contractor is nevertheless entitled to dissolve the Agreement in whole or in part.

7.2 Force majeure includes all circumstances in which the Contractor is temporarily or permanently unable to fulfil its obligations, such as natural disasters, floods, fire, frost, strikes or lockouts, riots, war, government measures, power failures, computer, telephone and internet failures, theft or misappropriation from the Contractor's warehouses or workshops, and furthermore all circumstances in which the Contractor cannot reasonably be expected to fulfil its obligations, such as natural disasters, floods, fire, frost, strikes or lockouts, riots, war, government measures, power failures, computer, telephone and internet failures, theft or misappropriation from the Contractor's warehouses or workshops, and any circumstances in which the Contractor cannot reasonably be expected to fulfil its obligations. (further) fulfils its obligations towards the Client. Force majeure on the part of suppliers of the Contractor is also considered to be force majeure on the part of the Contractor.

7.3 If the force majeure on the part of the Contractor lasts longer than 3 months, the Client is entitled to dissolve the non-enforceable parts of the Agreement by means of a written statement, without prejudice to the provisions of Article 13.

## Article 8 | Fees and costs

8.1 The Activities carried out by the Contractor will be charged to the Client on the basis of a fixed price or on the basis of time spent and costs incurred. Payment of the fee is not dependent on the result of the Work, unless otherwise agreed. Travel time, accommodation and transport costs will be charged separately.

8.2 In addition to the fee, the Client will be charged for the expenses incurred by the Contractor and the invoices of third parties engaged by the Contractor.

8.3 The Contractor has the right to request an advance payment from the Client.

8.4 If, after the conclusion of the Agreement, but before the Assignment has been fully executed, fees or prices undergo a change, the Contractor is entitled to adjust the agreed rate accordingly.

8.5 All amounts owed by the Client to the Contractor will be charged separately if required by law.

## Article 9 | Payment

9.1 Payment by the Client of the amounts owed to the Contractor must take place within 14 days of the invoice date, without the Client being entitled to any

deduction, discount or set-off, unless otherwise agreed. The day of payment is the day on which the amount due is credited to the Contractor's account.

9.2 The Contractor will not carry out an assignment without full payment of the amount due, unless this has been confirmed in writing.

9.3 The Contractor may ask for a deposit of 60% at any time when it has been confirmed that work will start without full payment.

9.4 If the Client has not paid within the period referred to in the first paragraph, the Client will be in default by operation of law and the Contractor will be entitled to charge the statutory (commercial) interest from that moment on.

9.5 If the Client has not paid within the period referred to in the first paragraph, the Client will be obliged to reimburse all judicial and extrajudicial (collection) costs incurred by the Contractor. The reimbursement of the costs incurred is not limited to any order for costs determined by the court.

9.6 In the event of a jointly issued Assignment, the Clients are jointly and severally liable for the payment of the invoice amount and the interest(s) and costs due.

9.7 If, in the opinion of the Contractor, the financial position or payment behaviour of the Client gives cause to do so, or if the Client fails to pay an advance or an invoice within the payment term set for this purpose, the Contractor is entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contractor. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and all that the Client owes to the Contractor for whatever reason is immediately due and payable.

## Article 10 | Terms

10.1 If a term/date has been agreed between the Client and the Contractor within which the Assignment must be carried out and the Client fails to: (a) make an advance payment – if agreed – or (b) make the necessary Documents available in a timely, complete, in the desired form and in the desired manner, the Client and the Contractor will consult about a new term/date within which the Assignment must be performed.

10.2 Deadlines within which the Activities must be completed are only to be regarded as a strict deadline if this has been expressly agreed between the Client and the Contractor.

## Article 11 | Liability and Indemnities

11.1 The Contractor is not liable for damage suffered by the Client as a result of the Client providing the Contractor with incorrect or incomplete Documents or

as a result of damage, loss, shortening of the lifespan and/or destruction of products or other Activities that are inherent to the agreed Work.

11.2 The Contractor is not liable for damage to or loss of the Client's products during transport by or storage at or by the Contractor.

11.3 The Contractor is not liable for any consequential loss, trading loss or indirect damage resulting from the Contractor's failure to perform, or failure to perform on time or properly.

11.4 The Client is liable to the Contractor in the performance of the Assignment for damage as a result of the failure to provide (incorrect) information about dangers to persons and/or property during the examination, use or disassembly of a product.

11.5 The Contractor is only liable to the Client for damage that is the direct result of a (related series of) attributable shortcoming(s) in the performance of the Assignment. This liability is limited to the amount of the fee charged for the performance of the Assignment.

11.6 If the Assignment concerns a continuing performance agreement with a term of more than one year, the amount referred to above will be set at the amount of the fee charged to the Client in the twelve months prior to the occurrence of the damage. Under no circumstances will the total compensation for the damage on the basis of this paragraph exceed € 10,000,=, unless the parties – in view of the scope of the Assignment or the risks associated with the Assignment – see reason to deviate from this maximum when entering into the agreement.

11.7 The Client is obliged to take damage-limiting measures. The Contractor has the right to undo or limit the damage by repairing or improving the Work performed.

11.8 The Client indemnifies the Contractor against claims from third parties for damage caused by the Client not providing the Contractor with any Documents, or incorrect or incomplete Documents.

11.9 The Client indemnifies the Contractor against claims from third parties (including Employees of the Contractor and third parties engaged by the Contractor) who suffer damage in connection with the execution of the Assignment which is the result of the Client's acts or omissions or of unsafe situations in its company or organisation.

## Article 12 | Termination

12.1 The Client and the Contractor may terminate the agreement (prematurely) at any time without observing a notice period. If the agreement ends before the Assignment has been completed, the Client will owe at least 40% of the agreed fee or what is due for Activities performed on behalf of the Client in accordance with the hours specified by the Contractor.

12.2 Termination must be in writing.

12.3 If the Client has terminated (prematurely), the Contractor shall be entitled to compensation for the occupancy loss incurred on its side and to be made plausible, as well as compensation for additional costs that the Contractor has already incurred and costs arising from any cancellation of Third Parties engaged (such as – among other things – any costs relating to subcontracting).

12.4 If the Contractor has terminated (prematurely), the Client is entitled to the Contractor's cooperation in the transfer of Activities to third parties, unless there is intent or deliberate recklessness on the part of the Client as a result of which the Contractor is forced to terminate the contract. A condition for the right to cooperation as stipulated in this paragraph is that the Client has paid all underlying outstanding advances or all invoices.

## **Article 13 | Right of suspension**

13.1 The Contractor is authorised, after careful weighing of interests, to suspend the fulfilment of all its obligations, including the delivery of Documents or other items to the Client or third parties, until such time as all due and payable claims against the Client have been paid in full.

## **Article 14 | Expiry period**

14.1 Insofar as these General Terms and Conditions do not stipulate otherwise, the Client's rights of action and other powers against the Contractor in connection with the performance of Activities by the Contractor shall lapse in any event after six months after the moment at which the Client became aware or could reasonably have become aware of the existence of these rights and powers. This time limit does not include the possibility of lodging a complaint with the designated authority(ies).

## **Article 15 | Electronic Communications**

15.1 During the execution of the Assignment, the Client and the Contractor may, at the Client's request, communicate with each other by electronic means.

15.2 The Client and the Contractor are not liable to each other for any damage that may arise for one or both of them as a result of the use of electronic means of communication, including – but not limited to – damage as a result of non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communications by third parties or by software/equipment used for transmission, reception or processing of electronic communications, transmission of viruses and non-functioning or malfunctioning of the telecommunications network or other means necessary for electronic communication, except insofar as the damage is the result of intent or gross negligence.



15.3 Both the Client and the Contractor shall do or refrain from doing all that may reasonably be expected of each of them in order to prevent the occurrence of the aforementioned risks.

15.4 The data extracts from the Sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the Sender until such time as evidence to the contrary has been provided by the Recipient.

## Article 16 | Miscellaneous

16.1 If the Contractor performs Work at the Client's location, the Client shall provide a suitable workplace that complies with the statutory health and safety standards and other applicable regulations with regard to working conditions. In that case, the Client must ensure that the Contractor is provided with office space and other facilities that, in the opinion of the Contractor, are necessary or useful for the performance of the Agreement and that meet all (legal) requirements to be imposed on it. With regard to the (computer) facilities made available, the Client is obliged to ensure continuity, including by means of adequate back-up, security and virus control procedures. The Contractor will apply virus control procedures when the Contractor makes use of the Client's facilities.

16.2 The Client is prohibited from hiring or approaching Employees involved in the performance of the Activities in order to enter into employment with the Client, whether or not temporarily, directly or indirectly, or to perform Activities directly or indirectly for the benefit of the Client, whether employed or not, during the term of the Agreement or any extension thereof and during the 12 months thereafter.

## Article 17 | Applicable Law and Choice of Forum

17.1 All Agreements entered into by the parties are governed by Dutch law.

17.2 All disputes in connection with or arising out of an Agreement shall be submitted in the first instance exclusively to the competent court in the jurisdiction in which the Contractor has its registered office, without prejudice to the Contractor's right to submit a dispute to another court having jurisdiction under the law or a treaty.

## Article 18 | Nullity Repair Clause

18.1 If any provision of these general terms and conditions or of the underlying Assignment/Agreement should be null and void and/or invalid and/or unenforceable in whole or in part, as a result of any statutory regulation, court ruling or otherwise, this will not have any consequences for the validity of all other

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provisions of these general terms and conditions or the underlying Assignment/Agreement.

18.2 If a provision of these general terms and conditions or the underlying Assignment/Agreement should not be valid for a reason as referred to in the previous paragraph, but would be valid if it had a more limited scope or purport, then this provision will automatically apply – first of all – with the most far-reaching or extensive, more limited scope or purport with which or in which it is valid.

18.3 Without prejudice to the provisions of paragraph 2, the parties may, if they so wish, enter into consultations in order to agree on new provisions to replace the null and void or annulled provisions. In doing so, the purpose and purport of the null and void or annulled provisions will be adhered to as much as possible.

