

## HVLR General Terms and Conditions

### Definitions

1. HVLR: HVLR, established in Wassenaar under C. of C. no. 78398274.
2. Client: the person with whom HVLR has entered into an agreement.
3. Parties: HVLR together with the client.
4. Consumer: a client who is also an individual and who acts as a private person.

### Applicability of the general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, orders, agreements, and deliveries of services or products by or on behalf of HVLR.
2. Parties can only deviate from these terms and conditions if they have expressly agreed this in writing.
3. Parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the client or third parties.

### Offers and quotes

1. Offers and quotations of HVLR are without obligation, unless explicitly stated otherwise in the offer.
2. An offer or quotation is valid for a maximum of 2 weeks, unless another acceptance period is stated in the offer or quotation.
3. If the client does not accept an offer or quotation within the applicable period, the offer or quotation shall lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed to this in writing.

### Acceptance

1. In case of acceptance of a quotation or offer without obligation, HVLR reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without the client being able to derive any rights from this.
2. Verbal acceptance of the client shall only be binding to HVLR after the client has confirmed it in writing (or electronically).

### Prices

1. All prices charged by HVLR are in euros, exclusive of VAT and any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or agreed otherwise.
2. HVLR may change all prices on its products or services, on its website or otherwise made known, at any time.
3. The price relating to a service is determined by HVLR on the basis of the hours actually spent.
4. The price shall be calculated in accordance with HVLR's usual hourly rates, valid for the period in which it performs the work, unless a different hourly rate has been agreed upon.
5. If parties have agreed on a total amount for a service provided by HVLR, this will always be a target price, unless parties have explicitly agreed in writing on a fixed price from which it is not possible to deviate.
6. HVLR is entitled to deviate up to 10% from the target price.

7. If the target price will be more than 10% higher, then HVLR must inform the client in good time why a higher price is justified.
8. If the target price will be more than 10% higher, then the client has the right to cancel the part of the order that exceeds the target price increased by 10%.
9. HVLR has the right to adjust the prices annually.
10. Prior to its entry into force, HVLR will communicate price adjustments to the client.
11. The consumer has the right to terminate the contract with HVLR if he does not agree to the price increase.

### **Consequences of not paying on time**

1. If the client does not pay within the agreed period, HVLR is entitled to charge interest of 1% per month from the day the client is in default, whereby part of a month will be counted as a whole month.
2. If the client is in default, he shall also owe HVLR extrajudicial collection costs and possible compensation for damages.
3. The collection costs are calculated on the basis of the Dutch Decision on Compensation for Extrajudicial Collection Costs.
4. If the client does not pay on time, HVLR may suspend its obligations until the client has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, seizure or suspension of payments on the part of the client, HVLR's claims against the client are immediately due and payable.
6. If the client refuses to cooperate in the execution of the agreement by HVLR, he is still obliged to pay the agreed price to HVLR.

### **Suspension right**

Unless the client is a consumer, the client waives the right to suspend the performance of any obligation arising from this agreement.

### **Right of retention**

1. HVLR may invoke its right of retention and in that case retain the client's products until the client has paid all outstanding invoices in respect of HVLR, unless the client has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the client still owes HVLR payments.
3. HVLR shall never be liable for any damage that the client may suffer as a result of using his right of retention.

### **Settlement**

Unless the client is a consumer, the client waives his right to set off a debt to HVLR against a claim against HVLR.

## **Insurance**

1. The client undertakes to adequately insure and keep insured the following items against, among other things, fire, explosion and water damage as well as theft:
  - goods delivered which are necessary for the performance of the underlying agreement;
  - things of HVLR that are present at the client's premises;
  - goods delivered under retention of title.
2. At HVLR's first request, the client shall make the policy of these insurances available for inspection.
3. Unless parties have explicitly agreed, client is obligated to take out CAR insurance at its own expense and client cannot claim compensation for any damage that would otherwise be covered by this insurance.

## **Warranty**

When the parties have entered into an agreement of a service nature, this agreement contains only effort obligations for HVLR, not result obligations.

## **Execution of the agreement**

1. HVLR shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. HVLR has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement shall take place in mutual consultation and after written agreement and payment of any agreed advance by the client.
4. It is the client's responsibility that HVLR can start executing the agreement in a timely manner.
5. If the client has not ensured that HVLR can start the execution of the agreement on time, the resulting extra costs and/or extra hours will be for the client's account.

## **Provision of information by the client**

1. The client shall make all information, data and documents relevant for the correct execution of the agreement available to HVLR in a timely manner and in the desired form and manner.
2. The client guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. If and insofar as the client so requests, HVLR shall return the relevant documents.
4. If the client does not make available the information, data or documents reasonably required by HVLR, or does not do so on time or properly, and the execution of the agreement is thereby delayed, the resulting additional costs and extra hours will be for the client's account.

## **Confidentiality**

1. The client shall keep secret any information he receives from HVLR (in whatever form).
2. The same applies to all other information concerning HVLR of which he knows or may reasonably suspect that it is secret or confidential, or of which he may expect that its dissemination may cause damage to HVLR.
3. The client shall take all necessary measures to ensure that he also keeps the information referred to in paragraphs 1 and 2 confidential.

4. The obligation of confidentiality described in this article does not apply to information:
  - which was already in the public domain before the client learned of this information or which has subsequently become public without this being the result of a breach of the client's duty of confidentiality;
  - which is made public by the client on the basis of a legal obligation.
5. The obligation of confidentiality described in this article applies for the duration of the underlying agreement and for a period of 3 years after the expiry thereof.

#### **Penalty clause**

1. If the other party violates the article of these general terms and conditions on confidentiality or on intellectual property, it shall forfeit an immediately payable penalty for each violation on behalf of trade name.
  - If the other party is a consumer, this fine amounts to € 1,750.
  - If the other party is a legal person, this fine amounts to € 6,000.
2. In addition, the other party shall forfeit an amount of 7.5% of the amount referred to in paragraph 1 for each day that that violation continues.
3. Forfeiture of this fine does not require prior notice of default or legal proceedings. There is also no need for any form of damage.
4. Forfeiture of the fine referred to in the first paragraph of this article shall not affect HVLR's other rights, including its right to claim damages in addition to the fine.

#### **Indemnification**

The client indemnifies HVLR against all claims of third parties related to the products and/or services supplied by HVLR.

#### **Complaints**

1. The client must examine a product or service provided by HVLR as soon as possible for any shortcomings.
2. If a product delivered or service provided does not meet what the client could reasonably expect from the agreement, the client must inform HVLR thereof as soon as possible, but in any case within 1 week after detection of the shortcoming(s).
3. Consumers should inform HVLR at the latest within 2 months after detection of the shortcoming(s).
4. The client will provide as detailed a description as possible of the shortcoming, so that HVLR is able to respond adequately.
5. The client must prove that the complaint relates to an agreement between the parties.
6. If a complaint concerns work in progress, this can in any case not result in HVLR being obliged to perform work other than that agreed upon.

#### **Notice of default**

1. The client must notify HVLR in writing of any notice of default.
2. It is the client's responsibility that a notice of default actually reaches HVLR (in due time).

### **Joint and several liability of client**

If HVLR enters into an agreement with several clients, each of them will be jointly and severally liable for the full amounts owed to HVLR on the basis of that agreement.

### **Liability HVLR**

1. HVLR shall only be liable for any damage suffered by the client if and in so far as such damage is caused by intent or deliberate recklessness.
2. If HVLR is liable for any damage, it shall only be liable for direct damage resulting from or related to the execution of an agreement.
3. HVLR shall never be liable for indirect damages, such as consequential damages, lost profits, lost savings or damage to third parties.
4. If HVLR is liable, this liability is limited to the amount paid out by a (professional) liability insurance taken out and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colors, drawings, descriptions on the website or in a catalog are only indicative, and are approximate only, and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

### **Expiration date**

Any right of the client to compensation from HVLR expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

### **Right to dissolution**

1. The client has the right to dissolve the agreement if HVLR fails imputably in the fulfilment of its obligations, unless this failure does not justify the dissolution in view of its special nature or minor importance.
2. If fulfilment of the obligations by HVLR is not permanently or temporarily impossible, dissolution can only take place after HVLR is in default.
3. HVLR has the right to dissolve the agreement with the client if the client does not fulfil his obligations under the agreement fully or on time, or if HVLR has become aware of circumstances that give him good reason to fear that the client will not be able to fulfil his obligations properly.

### **Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming on the part of HVLR in the fulfilment of any obligation towards the client cannot be attributed to HVLR in a situation independent of the will of HVLR, as a result of which the fulfilment of his obligations towards the client is wholly or partially prevented or as a result of which the fulfilment of his obligations cannot reasonably be required of HVLR.
2. The force majeure situation referred to in paragraph 1 also includes, but is not limited to: a state of emergency (such as civil war, uprising, riots, natural disasters, etc.); default and force majeure on the part of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecoms failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.

3. If a situation of force majeure occurs as a result of which HVLR is unable to fulfil one or more obligations to the client, those obligations will be suspended until HVLR is able to fulfil them again.
4. From the moment a situation of force majeure has lasted for at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.
5. HVLR shall not owe any (compensation) compensation in a situation of force majeure, even if it benefits from any advantage as a result of the force majeure situation.

#### **Modification of the agreement**

If, after the conclusion of the agreement for its execution, it appears necessary to amend or supplement its contents, the parties shall, in good time and by mutual agreement, adjust the agreement accordingly.

#### **Modification of general terms and conditions**

1. HVLR is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance may be made at any time.
3. HVLR will discuss major changes in content with the client as much as possible in advance.
4. Consumers are entitled to terminate the agreement in the event of a material change to the general terms and conditions.

#### **Transition of rights**

1. Rights of the client arising from an agreement between the parties cannot be transferred to third parties without HVLR's prior written consent.
2. This provision shall be deemed to have effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

#### **Consequences nullity or defeasibility**

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this shall not affect the other provisions of these terms and conditions.
2. A provision that is null and void or voidable shall in that case be replaced by a provision that comes closest to what HVLR had in mind when drawing up the terms and conditions on that point.

#### **Applicable law and competent court**

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where HVLR has its registered office/keeps its office shall have exclusive jurisdiction to hear any disputes between the parties, unless the law imperatively requires otherwise.

Drawn up on October 7, 2020.