

General terms and conditions **Kobolt B.V.**

Article 1 Definitions.

1. Activities; cleaning and/or other business services.
2. Parties: **A.** Client: the natural or legal person for whom work is carried out on the basis of these terms and conditions. The natural or legal person for whom cleaning work and/or other business services are performed as a subcontractor cannot be regarded as a client within the meaning of these terms and conditions, while those activities have been contracted by him.
B. Kobolt B.V.: the natural or legal person who performs work for the client on the basis of these terms and conditions.
3. Work program: a form on which Kobolt B.V., in consultation with the client, has indicated a description of work, if possible also stating the place, time and frequency of the various activities, on the basis of which they are carried out.

Article 2 Offer.

All quotations are without obligation, unless otherwise stated in writing. All quotations are valid for 14 days after quotation date, unless otherwise stated in writing. Kobolt B.V. is only bound by the quotation if the acceptance thereof by the client is confirmed in writing within 14 days, unless otherwise indicated. All quotations are exclusive of VAT, but include cleaning products and materials. (see Article 7)

Article 3 Engagement Confirmation.

1. After Kobolt B.V. has received the content of the Quotation and work program signed for approval, Kobolt B.V. may assume that the client has fully agreed to the signing of the quotation and work program, unless the client notifies Kobolt B.V. within 5 days after receipt of the quotation and the work description by registered letter to the contrary.
2. Only the conditions set out in the offer and the accompanying work programme determine the content of the agreement in force between the parties.
3. In the case of one-off work, the client shall be deemed to have agreed to the offer by signing and/or confirming it, or by allowing the work to be carried out.

Article 4 Under contract.

1. Kobolt B.V. will be allowed to have the execution of the agreement carried out in whole or in part by third parties without written permission from the client.
2. Kobolt B.V. is not obliged to inform the client if cleaning work, technical maintenance, window cleaning work, façade cleaning and/or one-off work will be carried out by third parties.
3. For subcontracting on behalf of Kobolt B.V., the General Terms and Conditions of Subcontracting apply.

Article 5 Performance of the agreement.

1. The work will be carried out in accordance with the work programme.
2. If during the execution of the agreement it appears that small deviations are necessary, desirable or possible, Kobolt B.V. can change the execution at its own discretion without price adjustment. However, this is only permitted if the work thus modified guarantees at least a comparable quality and the deviations are communicated to the client.
3. If Kobolt B.V. should it become apparent during the execution of the agreement that permanent deviations from the agreed agreement is/are necessary, and if those deviations are such that they must be accompanied by price adjustment, such price adjustment will take place in consultation between the parties. Unless otherwise agreed, the work will only be carried out on working days and on Saturdays - not being Christian or national holidays - from Monday to Saturday. If suddenly occurring special circumstances make this necessary in the opinion of the client, or Kobolt B.V., deviations from the provisions of this article can be made in consultation.

Article 6 Contract Compliance and Control.

1. If, during the term of the contract, the client finds that the performance of the work deviates significantly from the agreed work programme, or if the client establishes on the basis of a quality standardisation and control system agreed in writing between the parties in advance that the result of the work carried out is clearly below the previously agreed level, the client will immediately notify Kobolt B.V. in writing of the deviation he has observed.
2. The said written notification shall contain at least: a. a precise description of the time, space, nature and seriousness of the deviation observed; b. a reasonable period within which Kobolt B.V. must rectify the deviation found.
3. If Kobolt B.V. does not remedy the deviation within the set period or in a proper manner, the client is free to consider the concluded agreement as dissolved immediately and without judicial intervention. The client will inform Kobolt B.V. of this by registered letter. However, there will be no dissolution of the agreement if the deviation is the first deviation reported by the client to Kobolt B.V. within a period of 6 months, or if the deviation is of such minor importance that such a deviation should not lead to the dissolution of the agreement upon reasonable consideration of the interests of the client and Kobolt B.V.

Article 7 Assistive devices.

1. All costs of the auxiliary and cleaning products required for the execution of the agreement are included in the price, unless otherwise stated in writing. Kobolt B.V. is free to choose its auxiliary and cleaning products, unless otherwise agreed.
2. Contrary to the above under 1. the Client shall provide the water, electricity and gas required for the work free of charge. In the case of window cleaning work on the outside of the object, Kobolt B.V. is allowed to use the facilities that are present on the building free of charge for outdoor work.
3. In consultation between the client and Kobolt B.V., as many lockable spaces as possible, such as work cabinets and the like, will be made available for material storage, exclusively for use by Kobolt B.V. free of charge.

4. In consultation with Kobolt B.V., the client will make sufficient facilities available free of charge to the staff of Kobolt B.V., such as cloakroom, storage room and the like.

Article 8 Price.

1. The price is based on the surface area, quantity and occupation, decoration, inventory, use and destination of the object that is present, declared or assumed at the time of recording the work.

2. Where the conditions referred to in paragraph 1. circumstances referred to in this article if changes occur that, in the opinion of Kobolt B.V., make price adjustments necessary, price adjustments will take place in consultation with the client and with due observance of article 4.

3. If during the term of the agreement there is a change in the wages and/or other costs of Kobolt B.V., as a result of (a) change(s) in the relevant collective labor agreement, or as a result of laws, decisions or government orders of a mandatory nature, or if changes occur in the costs of the cleaning products used, auxiliary materials, means of transport, parking costs and the like, an adjustment of the contract price will take place, in principle in accordance with the maximum price change permitted by the Ministry of Economic Affairs by written decision. In the absence of a price decision as referred to above, Kobolt B.V. can proceed to implement a change in the contract price, if the development of the costs gives cause to do so.

Article 9 Payment

1. Invoicing will take place at the times specified in the offer. If the quotation does not provide anything further in this regard, invoicing will take place no later than the first week of the calendar month or four-week period. Payment must be made within 21 days of the invoice date,

2. If payment is made after this period, administration costs and statutory interest will be charged.

3. Kobolt B.V. is authorized to suspend the work if the client refuses to comply with the payment obligations despite a summons.

4. All costs relating to any judicial or extrajudicial collection are for the account of the client. The extrajudicial costs are set at 15% of the principal sum.

5. The client is not allowed to set off his (alleged) claims against Kobolt B.V.

Article 10 Liability

1. Kobolt B.V. is only liable for damage to the building, inventory, persons or property of the client's personnel, if that damage is the result of carelessness or negligence on the part of Kobolt B.V., its personnel or subcontractors in the performance of the agreed work. This liability cannot exceed a maximum amount of € 1,200,000 per event. Above € 1,200,000, Kobolt B.V. is not liable. The parties may, provided that they are in writing, agree on a different maximum amount with regard to the liability of Kobolt B.V. (see paragraph 2 of this article).

2. When entering into the agreement, if this is considered desirable, it can be agreed that the liability of Kobolt B.V. for damage, attributable to intent or gross negligence of Kobolt B.V., its personnel or subcontractors that is caused to the building, the inventory, persons or property of personnel of the client, will be set at a higher amount than € 1,200,000 but not more than € 2,500,000 per event. The

additional costs incurred by Kobolt B.V. by insuring this extension of liability will, unless otherwise agreed, be charged to the client.

3. The damage, as referred to in paragraphs 1 and 2 for which Kobolt B.V. is liable up to the aforementioned or agreed maximum, is limited to the direct material damage and personal injury. Kobolt B.V. is never liable for financial damage and consequential damage. In the event of loss of keys, only the costs of replacing the keys will be reimbursed.

4. Kobolt B.V. has taken out a liability insurance for companies, in which the supervision clause has been set aside, with a view to the liability referred to in previous paragraphs. In the case of goods under supervision, contrary to the provisions of paragraphs 1 and 2, the damage is eligible for compensation up to the amount at which Kobolt B.V. is insured.

5. Kobolt B.V. is not liable for damages that are not mentioned in this article.

6. When using an aerial platform, Kobolt B.V. accepts no liability for damage to plants, lawns, paving, pipes, wells, etc.

7. The client indemnifies Kobolt B.V. against claims from third parties due to, or as a result of, damage suffered during the execution of this agreement.

8. The client is obliged to report a damage within 14 days after the damage incident.

Article 11 Indemnification

1. The client is not allowed to employ staff of Kobolt B.V. during the term of the employment contract of Kobolt B.V.'s personnel, respectively during the term of the agreement between the client and Kobolt B.V. and during a period of 6 months after termination thereof, respectively in any way, directly or indirectly, and outside Kobolt B.V., to perform work for the benefit of the client.

2. If the client enters into an employment relationship with the conditions referred to in paragraph 1. referred to in this article, the client shall forfeit to Kobolt B.V. a non-mitigable penalty of € 500 per said employment relationship per week or part of a week that such an employment relationship has lasted or is still continuing.

Article 12 Duration of the agreement and termination.

1. The agreement is deemed to have been entered into for an indefinite period of time, unless expressly agreed otherwise.

2. Termination of the agreement may only be effected by registered letter by either party. The notice period is in all cases at least 3 months and commences: in the event of termination by Kobolt B.V.: at the moment that termination has taken place by registered letter. in the event of termination by the client: a. if Kobolt B.V. competes in a new tendering procedure: at the time that the new contractor has been notified to Kobolt B.V. in writing; b. if Kobolt B.V. does not compete in a new tendering procedure: at the moment that termination has taken place by registered letter, but on the understanding that at least 1 month of the notice period must be after the moment at which the new

contractor or the decision to re-encontract has been notified to Kobolt B.V. in writing. Notice shall be given at the end of the calendar month.

3. Without prejudice to the provisions of the previous paragraph, the parties are entitled to dissolve the concluded agreement in whole or in part, also with immediate effect, without judicial intervention and without any notice of default being required, at the time that; a. the other party applies for a suspension of payments; b. the other party has been declared bankrupt.

Article 13 Change of contract and employment.

1. Kobolt B.V. will remunerate its staff in accordance with the applicable collective labor agreement provisions. He will make all deductions and payments for wage tax, social insurance contributions, A.O.W., etc. Kobolt B.V. indemnifies the client against all claims in this regard.

2. Kobolt B.V. undertakes towards the client to behave in accordance with the provisions regarding employment in the event of a change of contract in the Collective Labour Agreement in the Cleaning and Window Cleaning Company. Kobolt B.V. will therefore consult with the other contractor in the event of a change of contract, both when entering into the agreement with the client and at the end of it - insofar as this involves a change of contract - in order to retain as much employment as possible, and to implement an obligation that may rest on one of the two contractors to offer an employment contract to the cleaning staff, in accordance with the collective labour agreement. Unless the staff is the cause of the contract change due to poor cleaning maintenance.

Article 14 Force majeure.

1. If the agreed work cannot be carried out temporarily - for a maximum of 3 months - due to force majeure on the part of the client, this does not entitle the client to a reduction of the agreed total price for that period.

2. If the force majeure lasts longer than the period referred to in paragraph 1. of this article, Kobolt B.V. and the client will consult about the total price that will apply for the remaining force majeure period.

3. If, as a result of the measure taken by the client, the execution of the agreed work cannot take place or can only be carried out in part, or is not useful, this does not entitle the client to a reduction of the agreed total price for that period.

Article 15 Disputes.

1. The court in the place of business of Kobolt B.V. has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, Kobolt B.V. has the right to submit the dispute to the competent court according to the law.

2. The parties will only appeal to the court after they have made every effort to resolve a dispute by mutual agreement. Article 16 Amendment, interpretation and location of the general terms and conditions 1. These terms and conditions have been filed at the office of the Chamber of Commerce in The Hague. 2. The most recently filed version or the version as it applied at the time of the conclusion of the agreement is always applicable.