RHEVOX

GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

1. RHEVOX BV, with registered office in ZOETERMEER, Chamber of Commerce number 70977097, is referred to in these general terms and conditions as the service provider.
2. The counterparty of the service provider is referred to in these general terms and conditions as the client.
3. The parties are the service provider and the client together.
4. The agreement refers to the agreement for the provision of services between the parties.

Article 2 - Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, agreements and deliveries of services or goods by or on behalf of the service provider.
2. Deviations from these terms and conditions are only possible if expressly agreed in writing by the parties.

Article 3 - Payment

1. Invoices must be paid within 30 days of the invoice date, unless the parties have agreed otherwise in writing or a different payment term is stated on the invoice.
2. Payments shall be made without any recourse to suspension or set-off by transferring the amount due to the bank account number specified by the service provider.
3. If the client fails to pay an invoice within the agreed term, it shall be in default by operation of law, without any notice of default being required. From that moment on, the service provider shall be entitled to suspend its obligations until the client has fulfilled its payment obligations.
4. If the client remains in default, the service provider will proceed with collection. The costs relating to that collection will be borne by the client.
5. If the client is in default, it will owe the service provider not only the principal sum but also statutory (commercial) interest, extrajudicial collection costs and other damages. The collection costs will be calculated on the basis of the Extrajudicial Collection Costs Decree.
6. In the event of liquidation, bankruptcy, seizure or suspension of payments of the client, the service provider's claims against the client shall become immediately due and payable.
7. If the client refuses to cooperate with the service provider in the execution of the assignment, it is still obliged to pay the agreed price to the service provider.

Article 4 - Offers and quotations

1. The service provider's offers are valid for a maximum of 3 months, unless a different term of acceptance is stated in the offer. If the offer is not accepted within that period, the offer will lapse.
2. Delivery times in quotations are indicative and do not entitle the client to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. The parties must expressly agree to this in writing.

Article 5 - Prices

1. The prices stated in the service provider's offers, quotations and invoices are exclusive of VAT and any other government levies, unless expressly stated otherwise.

2. The prices of goods are based on the cost prices known at that time. Increases in these costs that could not be foreseen by the service provider at the time of making the offer or concluding the agreement may give rise to price increases.
3. With regard to the services, the parties may agree on a fixed price when the agreement is concluded.
4. If no fixed price has been agreed, the rate for the services can be determined on the basis of the hours actually worked. The rate is calculated according to the service provider's usual hourly rates applicable for the period in which the work is performed, unless a different hourly rate has been agreed.
5. If no rate based on the actual hours worked has been agreed, a target price will be agreed for the service, whereby the service provider is entitled to deviate from this by up to 10%. If the target price turns out to be more than 10% higher, the service provider must inform the client in good time why a higher price is justified. In that case, the client has the right to cancel part of the assignment that exceeds the guide price plus 10%.

Article 6 - Price indexation

1. The prices and hourly rates agreed upon at the time of entering into the agreement are based on the price level applicable at that time. The service provider has the right to adjust the fees charged to the client annually on 1 January.
2. Adjusted prices, rates and hourly wages will be communicated to the client as soon as possible.

Article 7 - Provision of information by the client

1. The client shall make all information relevant to the performance of the assignment available to the service provider.
2. The client is obliged to make all data and documents that the service provider deems necessary for the correct execution of the assignment available in a timely manner and in the desired form and manner.
3. The client guarantees the accuracy, completeness and reliability of the data and documents made available to the service provider, even if these originate from third parties, insofar as the nature of the assignment does not dictate otherwise.
4. The client indemnifies the service provider against any damage in any form whatsoever resulting from failure to comply with the provisions of the first paragraph of this article.
5. If and insofar as the client so requests, the service provider shall return the relevant documents.
6. If the client fails to provide the information and documents requested by the service provider, or fails to do so in a timely or proper manner, and this causes a delay in the execution of the assignment, the resulting additional costs and fees shall be borne by the client.

Article 8 - Cancellation of the assignment

1. The client is free to terminate the assignment to the service provider at any time.
2. If the client cancels the assignment, the client is obliged to pay the remuneration due for the work performed and the expenses incurred by the service provider.

Article 9 - Performance of the agreement

1. The service provider shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. The service provider has the right to have work carried out by third parties.
3. The performance shall take place in mutual consultation and after written agreement and payment of any agreed advance payment.
4. It is the responsibility of the client to ensure that the service provider can commence the assignment on time.

Article 10 - Contract duration

1. **The agreement between the client and the service provider is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing.**
2. **If the parties have agreed on a deadline for the completion of certain work within the term of the agreement, this shall never be a strict deadline. If this deadline is exceeded, the client must give the service provider written notice of default.**

Article 11 - Amendment of the agreement

1. **If, during the performance of the agreement, it appears that it is necessary to change or supplement the work to be performed in order to properly perform the assignment, the parties shall amend the agreement accordingly in a timely manner and in mutual consultation.**
2. **If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the performance. The service provider will inform the client of this as soon as possible.**
3. **If the amendment or addition to the agreement has financial and/or qualitative consequences, the service provider shall inform the client of this in writing as soon as possible.**
4. **If the parties have agreed on a fixed fee, the service provider shall indicate to what extent the amendment or addition to the agreement will result in this fee being exceeded.**

Article 12 - Force majeure

1. **In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by the service provider to fulfil any obligation towards the client cannot be attributed to the service provider in the event of circumstances beyond the service provider's control, which wholly or partially prevents the fulfilment of its obligations towards the client or as a result of which the fulfilment of its obligations cannot reasonably be expected of the service provider. These circumstances include, but are not limited to, breaches of contract by suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.**
2. **If a situation as referred to above arises as a result of which the service provider is unable to fulfil its obligations towards the client, those obligations will be suspended for as long as the service provider is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, the parties have the right to terminate the agreement in whole or in part in writing.**
3. **In the case referred to in the second paragraph of this article, the service provider shall not be obliged to compensate any damage, even if the service provider benefits in any way from the force majeure situation.**

Article 13 - Set-off

1. **The client waives its right to set off a debt owed to the service provider against a claim against the service provider.**

Article 14 - Suspension

1. **The client waives the right to suspend the fulfilment of any obligation arising from this agreement.**

Article 15 - Transfer of rights

1. **The rights of a party under this agreement may not be transferred without the prior written consent of the other party. This provision shall be deemed to be a clause with property law effect as referred to in Article 3:83(2) of the Dutch Civil Code.**

Article 16 - Expiry of the claim

1. **Any right to compensation for damage caused by the service provider shall in any case lapse 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.**

Article 17 - Nature of the agreement

1. **The parties have entered into an agreement of a service-providing nature.**

Article 18 - Insurance

1. **The client undertakes to adequately insure and keep insured against, among other things, fire, explosion and water damage as well as theft, any goods delivered that are necessary for the performance of the underlying agreement, as well as any goods of the service provider that are present at the client's premises and any goods that have been delivered under retention of title.**
2. **The client shall make the insurance policy available for inspection upon first request.**

Article 19 - Liability for damage

1. **The service provider shall not be liable for damage resulting from this agreement, unless the service provider has caused the damage intentionally or through gross negligence.**
2. **In the event that the service provider owes compensation to the client, the damage shall not exceed the fee.**
3. **Any liability for damage arising from or related to the performance of an agreement is always limited to the amount paid out in the relevant case by the professional liability insurance policy or policies taken out. This amount is increased by the amount of the excess according to the relevant policy.**
4. **The limitation of liability also applies if the service provider is held liable for damage resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used by the service provider in the performance of the assignment.**
5. **The service provider's liability for damage resulting from intent or deliberate recklessness on the part of the service provider, its manager or subordinates is not excluded.**

Article 20 - Liability of the client

1. **If an assignment is given by more than one person, each of them is jointly and severally liable for the amounts owed to the service provider under that assignment.**
2. **If an assignment is given directly or indirectly by a natural person on behalf of a legal entity, this natural person may also be the client in a private capacity. This requires that this natural person can be regarded as the (co-)policy maker of the legal entity.**
3. **In the event of non-payment by the legal entity, the natural person is therefore personally liable for the payment of the invoice, regardless of whether it is made out in the name of a legal entity or in the name of the client as a natural person or both, whether or not at the request of the client.**

Article 21 - Indemnification

1. **The client indemnifies the service provider against all claims from third parties relating to the goods and/or services provided by the service provider.**

Article 22 - Duty to complain

1. **The client is obliged to report complaints about the work performed to the service provider in writing immediately. The complaint must contain as detailed a description as possible of the shortcoming, so that the service provider is able to respond adequately.**
2. **In any case, a complaint cannot result in the service provider being obliged to perform work other than that agreed upon.**

Article 23 - Retention of title, right of suspension and right of retention

1. **The items present at the client's premises and the items and parts delivered remain the property of the service provider until the client has paid the full agreed price. Until that time, the service provider can invoke its retention of title and take back the items.**

2. If the agreed advance payments are not made or are not made on time, the service provider has the right to suspend the work until the agreed part has been paid. This constitutes creditor default. In that case, late delivery cannot be held against the service provider.
3. The service provider is not authorised to pledge the goods subject to its retention of title or to encumber them in any other way.
4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the service provider has a right of retention. The goods will then not be delivered until the client has paid in full and in accordance with the agreement.
5. In the event of liquidation, insolvency or suspension of payments on the part of the client, the client's obligations shall become immediately due and payable.

Article 24 - Intellectual property

1. Unless the parties have agreed otherwise in writing, the service provider retains all intellectual property rights (including copyright, patent rights, trademark rights, design rights, etc.) to all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, mock-ups, etc.
2. The aforementioned intellectual property rights may not be copied, shown to third parties and/or made available to third parties or used in any other way without the written consent of the service provider.
3. The client undertakes to maintain confidentiality with regard to the confidential information made available to it by the service provider.
4. Confidential information is understood to mean, in any case, that to which this article relates, as well as company data.
5. The client undertakes to impose a written confidentiality obligation on its personnel and/or third parties involved in the performance of this agreement, to the effect of this provision.

Article 25 - Confidentiality

1. The client shall keep confidential any information (in whatever form) that it receives from the service provider and all other information concerning the service provider that it knows or can reasonably suspect to be secret or confidential, or information that it can expect to cause damage to the service provider if disclosed, and shall take all necessary measures to ensure that the client also keeps the aforementioned information confidential.
2. The confidentiality obligation referred to in the first paragraph of this article does not apply to information:
    a. that was already public at the time the client received it or has since become public without a breach of any confidentiality obligation incumbent upon him
    b. which the client can prove was already in its possession at the time of disclosure by the service provider
    c. which the client has received from a third party who was entitled to provide this information to the client
    d. which is made public by the client on the basis of a legal obligation
3. The confidentiality obligation described in this article applies for the duration of this agreement and for a period of three years after its termination.

Article 26 - Penalty for breach of confidentiality obligation

1. If the client violates the article of these general terms and conditions concerning confidentiality, the client shall forfeit an immediately payable penalty of €5,000 to the service provider for each violation and, in addition, an amount of €500 for each day that the violation continues. This is regardless of whether the violation can be attributed to the client. Furthermore, no prior notice of default or legal proceedings are required for this penalty to be incurred. Nor is there any requirement for any form of damage to have been caused.

2. **The forfeiture of the penalty referred to in the first paragraph of this article does not affect the other rights of the service provider, including its right to claim damages in addition to the penalty.**

Article 27 - Non-transfer of personnel

1. **The client shall not employ any employees of the service provider (or of companies that the service provider has engaged to perform this agreement and that are or have been involved in the performance of the agreement). Nor shall the client otherwise engage them to work for it, either directly or indirectly.**
2. **The prohibition in paragraph 1 shall apply during the term of the agreement and for one year after its termination. There is one exception to this prohibition: the parties may make other agreements in good business consultation with each other. These agreements shall apply insofar as they have been laid down in writing.**

Article 28 - Amendment of general terms and conditions

1. **The service provider may amend or supplement these general terms and conditions at any time.**
2. **Minor amendments may be made at any time.**
3. **The service provider will discuss major substantive changes with the customer in advance as far as possible.**

Article 29 - Applicable law and competent court

1. **All agreements between the parties are governed exclusively by Dutch law.**
2. **The Dutch court in the district where the service provider is established/practises/has its office has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.**

These general terms and conditions apply from: 18 maart 2026