

General Terms and Conditions – ISO Genius B.V.

Article 1 Applicability

1. The user of these general terms and conditions is ISO Genius B.V., with its registered office at Westhoven 10 in Roermond, the Netherlands, registered in the trade register under number 75556960, hereinafter referred to as: 'the Contractor'.
2. These general terms and conditions apply to all offers, quotations and/or agreements and/or legal relationships entered into by the Contractor within the framework of the execution of the work with an other party and/or client.
3. Amendments to these terms and conditions must be explicitly confirmed in writing by the Contractor.
4. For the purposes of these terms and conditions, "Other Party" or "Client" means: any natural person or legal entity who has placed an order, entered into an agreement or wishes to enter into an agreement with the Contractor, as well as such party's representative(s), agent(s), assignee(s) and heirs.
5. The applicability of any general terms and conditions of the Client is excluded.
6. If a situation arises between the parties that is not provided for in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

Article 2 Quotations

1. Quotations are free of obligation and valid for 3 months. Prices are exclusive of VAT and other government levies.
2. The Contractor cannot be held to its offers or quotations if the Client can reasonably understand that the offers or quotations, or part thereof, contain an obvious mistake or writing error.
3. Quotations clearly describe the work to be carried out. On accepting the quotation and therefore entering into an agreement, the Client indicates that the work is described in full in the quotation.

Article 3 Confirmation, duration and commencement

1. An agreement with the Contractor shall not be concluded until the Contractor has confirmed in writing to the Client the Client's consent to the Contractor's offer. This agreement is deemed to reflect the agreement correctly and completely. This agreement is deemed to be an agreement to provide services as referred to in Article 7:400 of the Dutch Civil Code and beyond. Any subsequent supplementary agreements between the Contractor and the Client or amendments shall only be binding on the Contractor if they have been confirmed by the Contractor in writing. If the Client fails to do so, but nevertheless agrees that the Contractor shall commence the performance of the order, the content of the quotation shall be deemed to have been agreed. Further verbal agreements and stipulations are binding on the Contractor only after they have been confirmed in writing by the Contractor.
2. The duration of the agreement is stated in the quotation. If this is not mentioned, then the agreement is one that is being entered into for an indefinite period of time or that is based on a fixed rate for a result to be achieved.
3. A fixed-term agreement between the Contractor and the Client cannot be terminated prematurely, contrary to the provisions of Article 408 paragraph 1 of the Dutch Civil Code, if the Client is engaged in a profession or business.
4. An agreement for an indefinite period of time can be terminated. The notice period for agreements for an indefinite period is 1 month, unless the Contractor and the Client have agreed on a different period.
5. If a deadline has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never to be considered an absolute deadline. The Contractor must, however, inform the Client of any form of delay.
6. Prices specified in quotations are only valid for the quotation in question and do not have to be directly valid for a subsequent quotation.

Article 4 Implementation and amendment of agreement; price increase

1. The Contractor shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of best practice, based on the state of the art known at that time.
2. The Contractor has the right to have certain work carried out by third parties. Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code will not apply.
3. The Client will ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the agreement is provided to the Contractor in a timely manner. If the information required for the performance of the agreement has not been provided to the Contractor on time, the Contractor will be entitled to suspend the performance of the agreement and/or to charge the Client for the additional costs arising from the delay at the then customary rates. The execution period will not commence until after the Client has made the data available to the Contractor. The Contractor is not liable for damage of any nature whatsoever arising from the fact that the Contractor has relied on incorrect and/or incomplete information provided by the Client.
4. *If, during the performance of the agreement, it becomes apparent that it will be necessary to amend or supplement the agreement in order to facilitate its proper performance, the parties will consult each other in a timely fashion in order to agree on amending the agreement.* If the nature, scope or content of the agreement is amended, either at the request or instruction of the Client, competent authorities, etc. or otherwise, thereby leading to a quantitative and/or qualitative amendment to the agreement, this may affect the provisions originally agreed upon. As a result, the originally agreed amount can also be increased or decreased. Where possible the Contractor will provide a price quotation in advance. As a result of an amendment to the agreement, the originally specified period for performance may also be changed. The Client accepts the possibility of modification of the agreement, including the change in price and term of execution.
5. If the agreement is amended, including by means of a supplement, the Contractor will provide a quotation for this amendment if necessary. This extra work may be carried out as soon as the Client has agreed to the price and other conditions stated for the performance of the work, including the time determined at which the work is to be carried out. Failure to perform the amended agreement, or to perform it immediately, does not constitute a breach of contract on the part of the Contractor and does not constitute grounds for the Client to terminate or cancel the agreement.
6. Without being in default, the Contractor may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example, for the work to be performed in that context.
7. Additional costs as a result of an amendment referred to in Articles 4.4 and 4.5 will be quoted by the Contractor in the same capacity, provided that the amendment is in line with the current agreement.
8. If the Client does not agree with the extra costs of a change as specified in Articles 4.4 and 4.5, the Client does not have the right to cancel the entire agreement. The Contractor must perform the work as specified in the original agreement. If the Client still demands cancellation of the agreement, the Client shall be liable for all damage incurred directly or indirectly by the Contractor as a result.
9. The Contractor is entitled to increase the fee annually in the case of an agreed order for an indefinite period of time or in the case of fixed-term agreements for a period longer than 1 year. The Client must be informed about this 2 months in advance. The Client then has the right to dissolve the agreed order within 1 month, without extra costs, provided that the price change is higher than the legally applicable inflation level.

Article 5 Suspension, termination and early termination of the agreement

1. The Contractor will be entitled to suspend the fulfilment of its obligations or to terminate the agreement if the Client fails to fulfil its obligations under the agreement or fails to fulfil them fully or on time. Power of dissolution need not concern violations of obligations of a financial nature. Failure to provide crucial information required for the proper performance of the agreement also entitles the Contractor to terminate the agreement where the quality of the performance cannot be guaranteed.
2. Furthermore, the Contractor is entitled to terminate the agreement if circumstances arise that are of such a nature that the unamended maintenance of the agreement cannot be reasonably expected of the Contractor.
3. If the agreement is terminated, the Contractor's claims against the Client will become immediately due and payable. If the Contractor suspends fulfilment of its obligations, it retains its rights under the law and the agreement.

4. In the event of suspension or termination by the Contractor, the latter will not be obliged to pay compensation for any form of damage and costs incurred as a result in any way whatsoever.
5. If the dissolution is attributable to the Client, the Contractor will be entitled to compensation of the damage, including costs, directly and indirectly incurred as a result.
6. If the Client fails to fulfil its obligations under the agreement and this failure to fulfil obligations justifies termination, the Contractor will be entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any damages or compensation, while the Client will be obliged to pay damages or compensation for breach of contract. If the agreement is terminated early by the Contractor, the Contractor will arrange, in consultation with the Client, for any work yet to be performed to be assigned to third parties. This shall apply unless the termination is attributable to the Client. If the Contractor incurs extra costs for the assignment of the work to third parties, these costs will be charged to the Client. The Client will be obliged to pay those costs within the specified period unless the Contractor indicates otherwise.
7. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment – if and insofar as the attachment has not been lifted within two months – at the expense of the Client, debt rescheduling or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the Contractor will be free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In that case, the Contractor's claims against the Client will be immediately due and payable.

Article 6 Force majeure

1. If the Contractor is unable to fulfil its obligations under the agreement, or is unable to fulfil them on time, or is unable to fulfil them properly as a result of force majeure, such as but not limited to stagnation in the regular course of business within its company, those obligations shall be suspended until such time as the Contractor is able to fulfil them in the agreed manner without the Contractor being in default and without the Contractor being obliged to pay any compensation.
2. In the event that the situation as referred to in the first paragraph occurs, the Client has the right to terminate the agreement in whole or in part and with immediate effect in writing after a period of 30 days has elapsed and the activities can still not be performed as a result of the situation of force majeure.

Article 7 Payment and collection costs

1. Payment must be made within 14 days after the invoice date in the manner specified by the Contractor and in the currency in which the invoice is issued, unless the Contractor indicates otherwise in writing. The Contractor is entitled to issue periodic invoices.
2. If the Client fails to pay within the period specified above, or fails to pay within any other agreed period, the Client shall be in default by operation of law and the Contractor shall be entitled, without any further demand or notice of default being required, to charge the Client statutory interest from the due date until the date of full payment, all of this without prejudice to the Contractor's further rights.
3. All costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the Client. The extrajudicial costs are fixed at a minimum of 15 % of the amount to be claimed.

Article 8 Retention of title

1. The Contractor reserves all rights with regard to intellectual property rights and know-how, which it uses or has used in the context of the execution of the agreement with the Client.
2. The Client is expressly forbidden to reproduce, disclose or exploit the rights and know-how referred to in the previous paragraph, whether or not with the involvement of third parties, without the prior written consent of the Contractor.

Article 9 Complaints; claims and liability

1. A claim or complaint relating to the work performed and/or the invoice amount must be made in writing to the Contractor within seven days of the date of dispatch of the invoice, the documents or information that is the subject of the Client's complaint, or within fourteen days of the discovery of the defect, provided that the Client demonstrates that it could not reasonably have discovered the defect earlier.
2. A claim or complaint as referred to in paragraph 1 does not suspend the Client's payment obligation.

3. If the Contractor should be liable, this liability shall be limited to the stipulations of this provision.
4. The Contractor shall not be liable for damage of any nature whatsoever arising from the fact that the Contractor has relied on incorrect and/or incomplete information provided by or on behalf of the Client.
5. In the event that the Contractor is liable for any damage, the Contractor's liability shall be limited to a maximum of twice the invoice value of the order, or at least to that part of the order to which the liability relates.
6. The liability of the Contractor shall in any event always be limited to the amount paid out by its insurer as the case may be, increased by the amount of the deductible in that case.
7. The Contractor is liable only for direct damage.
8. Direct damage is understood to mean only the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions, any reasonable costs incurred to ensure that the Contractor's defective performance complies with the agreement, insofar as this can be attributed to the Contractor, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these General Terms and Conditions. The Contractor shall never be liable for any indirect damage, including consequential damage, lost profits, lost savings and damage due to the stagnation of business operations.
9. The Contractor can never be held liable if the Client's organisation misses certification because the Client has not carried out recommended parts or work. The Contractor has an advisory and supervisory role and can therefore never be held liable if the Client fails to follow the recommendations that are critical for certification.
10. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.
11. The Contractor retains the rights and entitlements accruing to it under the Copyright Act (Auteurswet) and other laws and regulations on intellectual property. The Contractor is entitled to use the knowledge it acquires in the performance of an agreement for other purposes insofar as no strictly confidential information of the Client is revealed to third parties.

Article 10 Indemnification, intellectual property and applicable law and disputes

1. The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement, the cause of which is attributable to parties other than the Contractor. In the event that the Contractor should be held liable by third parties in this respect, the Client is obliged to indemnify and compensate the Contractor and, if necessary, to assist the Contractor both judicially and extrajudicially and to immediately do everything that may be expected of the Client in that case. In the event that the Client fails to take adequate measures, the Contractor will be entitled, without notice of default being required, to do so itself. All costs and damage incurred by the Contractor and third parties as a result shall be entirely at the expense and risk of the Client.
2. The Client is obliged to comply with all obligations and/or guidelines and/or regulations arising from the Personal Data Protection Act and/or related legislation and regulations (including the GDPR) that replace the Personal Data Protection Act and/or the aforementioned legislation and regulations. Under no circumstances shall the Contractor be regarded as a processor within the meaning of the Personal Data Protection Act or its successor. If the Contractor stores, saves and/or processes data within the meaning of the aforementioned law or its successor, it will only be considered a processor and can never be considered as having final responsibility. The Client shall at all times be and remain ultimately responsible during and after the performance of the agreement with the Contractor. The Client is obliged to report any data leaks to the competent authority if a situation arises in which a report has to be made. However, the Contractor is entitled to make such a notification independently, if circumstances so require.
3. The Client is obliged to comply with the obligations and/or guidelines and/or regulations pursuant to all legislation and regulations applicable to their company, including the Occupational Health and Safety Act (Arbowet) (including the Working Conditions Act (Arbeidsomstandighedenwet)), as well as the Working Hours Act (Arbeidstijdenwet) or all Environmental Laws and/or Environmental Regulations. Failure to comply with laws and regulations of any nature and/or with any content whatsoever is and remains entirely at the expense and risk of the Client. In the event that the Contractor is held liable by third parties in respect of the Client's



failure to fulfil, or to fulfil on time and/or in full, the obligations, guidelines and/or regulations referred to in paragraphs 2 and 3 of this article, or in respect of the Client's breach of the obligations and/or prohibitions in those laws and regulations, the Client is obliged to indemnify and compensate the Contractor in this respect and, if necessary, to assist the Contractor both judicially and extrajudicially and to do without delay everything that may be expected of the Client in that case.

4. The Contractor reserves the rights and powers vested in the Contractor under the Copyright Act (Auteurswet) and other intellectual property laws and regulations with respect to the products, processes, paths, recommendations, instructions, guidelines and reports developed and/or provided by it, all in the broadest sense of the word. The Contractor is entitled to use the knowledge it acquires in the performance of an agreement for other purposes insofar as no strictly confidential information of the Client is revealed to third parties.
5. All legal relationships to which the Contractor is a party shall be governed exclusively by Dutch law.
6. The court in the Contractor's place of business shall have exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless the Contractor will be entitled to submit the dispute to the court that has jurisdiction according to the law.
7. The parties will only appeal to the courts after they have made every effort to resolve a dispute in mutual consultation.