



GENERAL TERMS AND CONDITIONS OF DELIVERY (FROM JANUARY 2013)

of **Triple Benefit**, with its registered office and principal place of business at 7524 PH, Enschede at De Braakweg 12A, and registered with the Chamber of Commerce under number 50143875 in Enschede, NL.

ARTICLE 0. GENERAL

Triple Benefit conforms to the seven CSR core subjects such as these are set in the ISO 26000 guideline. Doing business honestly and conforming to the best of our knowledge with the other core subjects are therefore the qualitatively stated principles that apply to assignments. An explanation of the interpretation of this can be found in the CSR report on www.triplebenefit.nl.

ARTICLE 1. DEFINITIONS

In these general terms and conditions:

- 1.1. Client: the counterparty of Triple Benefit who gives the order.
- 1.2. Contractor: Triple Benefit.
- 1.3. Assignment or Agreement: the agreement for the provision of services, whereby the Contractor undertakes towards the Client to perform work.

ARTICLE 2. APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1. These conditions apply to every offer and every agreement between the Contractor and the Client to which the Contractor has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.
- 2.2. The present terms and conditions also apply to all agreements with the Contractor, for the execution of which third parties must be involved.

ARTICLE 3. OFFERS

- 3.1. The offers made by the Contractor are without obligation; they are valid for 30 days, unless stated otherwise. The contractor is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days.
- 3.2. The prices in the quotes mentioned are exclusive of VAT, unless stated otherwise.

ARTICLE 4. EXECUTION OF THE AGREEMENT

- 4.1. The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, and on the basis of the state of the art known at that time.
- 4.2. If and insofar as required for proper execution of the agreement, the Contractor has the right to have certain activities performed by third parties.
- 4.3. The Client shall ensure that all data, which the Contractor indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates.
- 4.4. The User is not liable for damage, of whatever nature, as a result of the Contractor relying on incorrect and/or incomplete information provided by the Client, unless it should have been aware of this inaccuracy or incompleteness.
- 4.5. If it has been agreed that the agreement will be executed in phases, the Contractor may suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

ARTICLE 5. CONTRACT DURATION; IMPLEMENTATION

- 5.1. The agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing.
- 5.2. If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the execution term is exceeded, the Client must therefore give the Contractor written notice of default.

ARTICLE 6. AMENDMENT OF THE AGREEMENT

- 6.1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 6.2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The Contractor will inform the Client of this as soon as possible.
- 6.3. If the amendment or addition to the agreement has financial and/or qualitative consequences, the Contractor will inform the Client about this in advance.
- 6.4. If a fixed fee has been agreed, the Contractor will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

6.5. Contrary to paragraph 3, the Contractor will not charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

ARTICLE 7. CONFIDENTIALITY

Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1. Without prejudice to the provisions of Article 7 of these terms and conditions, the Contractor reserves the rights and powers it is entitled to under the Copyright Act.

8.2. All documents provided by the user, such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, made public or made known by him without the prior consent of the Contractor, brought from third parties.

8.3. The Contractor also reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

ARTICLE 9. TERMINATION

Both parties can terminate the agreement in writing at any time. In that case, the parties must observe a notice period of at least 2 full calendar months.

ARTICLE 10. DISSOLUTION OF THE AGREEMENT

10.1. The Contractor's claims against the Client are immediately due and payable in the following cases:

- if circumstances have come to the attention of the Contractor after the conclusion of the agreement give the Contractor good reason to fear that the Client will not fulfill its obligations;
- if the Contractor has asked the Client when concluding the agreement to provide security for compliance, and this security is not provided or is insufficient.

10.2. In the cases mentioned, the Contractor is authorized to suspend the further execution of the agreement, or to proceed to dissolve the agreement, without prejudice to the Contractor's right to claim compensation.

ARTICLE 11. DEFECTS; COMPLAINT TERMS

11.1. Complaints about the work performed must be reported to the Contractor in writing by the Client within 8 days after discovery, but no later than 14 days after completion of the work in question.

11.2. If a complaint is justified, the Contractor will still perform the work as agreed, unless this has become demonstrably pointless for the Client in the meantime. The latter must be made known in writing by the Client.

11.3. If the performance of the agreed services is no longer possible or useful, the Contractor will only be liable within the limits of Article 16.

ARTICLE 12. FEE

12.1. Paragraphs 2, 5 and 6 of this article apply to offers and agreements in which a fixed fee is offered or has been agreed. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.

12.2. The parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.

12.3. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated in accordance with the Contractor's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed.

12.4. Any cost estimates are exclusive of VAT.

12.5. For assignments with a duration of more than 2 months, the costs owed will be charged periodically.

12.6. If the Contractor agrees a fixed fee or hourly rate with the Client, the Contractor is nevertheless entitled to increase this fee or rate. The Contractor may pass on price increases if the Contractor can demonstrate that significant price changes have occurred between the time of offer and delivery with regard to wages, for example.

ARTICLE 13. PAYMENT

13.1. Payment must be made within 30 days of the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made.

13.2. After the expiry of 30 days after the invoice date, the Client is in default; From the moment of default, the Client owes interest of 1% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest applies.

13.3. In the event of liquidation, bankruptcy or suspension of payment of the Client, the Contractor's claims and the Client's obligations towards the Contractor will be immediately due and payable.

13.4. Payments made by the Client always serve in the first place to settle all interest and costs owed, in the second place for payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

ARTICLE 14. COLLECTION COSTS

14.1. If the Client is in default or fails to fulfill one or more of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. In any case, the Client owes:

- on the first € 6,500 15%

- on the excess up to € 13,000 10%
- on the excess up to € 32,500 8%
- on the excess up to € 130,000 5 %
- over the excess 3%

14.2. If the Contractor demonstrates that it has incurred higher costs that were reasonably necessary, these will also qualify for reimbursement.

ARTICLE 15. SAFETY

15.1. The Client is obliged to provide information about the required professional qualification in good time before the start of the work, as well as

to provide a document containing the specific characteristics / hazards of the work to be performed.

15.2. Furthermore, in the event of an industrial accident that occurs to the contractor, the client is obliged to ensure that a report is drawn up in which the facts of the accident are recorded in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures to prevent accidents were taken by the client or the contractor.

15.3. The client is obliged towards Triple Benefit to compensate the damage suffered by the contractor in the performance of his work and to compensate the damage pursuant to Article 6:108 of the Dutch Civil Code, unless the client proves that he has complied with the obligations referred to in this article. .

ARTICLE 16. LIABILITY

If the Contractor is liable, that liability is limited as follows:

16.1. The Contractor's liability, insofar as it is covered by its liability insurance, is limited to the amount of the payment made by the insurer.

16.2. If in any case the insurer does not pay out or if the relevant damage is not covered by the insurance, the Contractor's liability is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.

16.3. Notwithstanding the provisions of paragraph 2 of this article above, in the case of an assignment with a duration longer than two months, the liability is further limited to the fee part owed for the last month.

16.4. The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its subordinates.

16.5. The Contractor is never liable for consequential damage.

ARTICLE 17. FORCE MAJEURE

17.1. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence: all external causes, foreseen or unforeseen, over which the user cannot exert any influence, but as a result of which the user is unable to fulfill its obligations. . This includes strikes in the Contractor's company.

17.2. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the Contractor should have fulfilled its obligation.

17.3. During force majeure, the Contractor's obligations are suspended. If the period in which fulfillment of the obligations by the Contractor is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being any obligation to pay compensation in that case.

17.4. If the Contractor has already partially fulfilled its obligations at the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the part already performed or executable and the Client is obliged to pay this invoice as if it concerned a separate contract.

ARTICLE 18. DISPUTE SETTLEMENT

The court in the Contractor's place of residence has exclusive jurisdiction to hear disputes, unless the subdistrict court is competent. Nevertheless, the Contractor has the right to summon the other party before the competent court according to the law.

ARTICLE 19. APPLICABLE LAW

Every agreement between the Contractor and the Client is governed by Dutch law.