

## General terms

### Article 1 – Applicability

These terms and conditions apply to all offers made by Hydrotools B.V., to all agreements they conclude and to all agreements resulting from this.

Hydrotools B.V. are referred to as the contractor. The other party is designated as the client.

### Article 2 – Offers

All offers are without obligation. If an offer from the contractor is not accepted, the contractor has the right to charge the client for all costs incurred by the contractor to make the offer.

If the client provides the contractor with data, drawings and the like, the contractor may assume the correctness and completeness of these and will base his offer on this.

### Article 3 – Intellectual property rights

Unless otherwise agreed, the contractor retains the copyrights and all industrial property rights to the offers made by him, his designs, drawings, sketches and all other images of his designs, models, (trial) models, calculations, software, etc.

The rights to this aforementioned data remain the property of the contractor, regardless of whether the client has been charged for its manufacture. This data may not be copied, used, or shown to third parties without the express written permission of the contractor.

For each violation of this article, the client owes the contractor an immediately due and payable fine of € 25,000 (in words: twenty-five thousand euros). This fine can be claimed in addition to damages under the law.

The Client must return the information provided to him on first request within a period set by the Contractor. In the event of a violation of this provision, the client owes the contractor an immediately due and payable fine of an amount of € 1,000 (in words: one thousand euros) per day. This fine can be claimed in addition to compensation under the law.

### Article 4 – Execution period

The execution period shall be determined by the contractor approximately. In determining this, the contractor assumes that he can carry out the assignment under the circumstances known to him at that time.

The execution period starts when all technical and commercial details have been agreed, all necessary data are in the possession of the contractor, the agreed (installment) payment has been received and the necessary conditions for the execution of the assignment have been met.

If there are circumstances other than those known to the contractor when it established the execution period, the contractor may extend the execution period by the time necessary to carry out the assignment under these circumstances. If the work cannot be integrated into the contractor's schedule, it will be carried out as soon as his schedule allows it.

Exceeding the agreed execution period does not entitle you to compensation under any circumstances, unless this has been agreed in writing.

### Article 5 – Remuneration

The amount of remuneration due to the contractor for his work is determined in writing by the parties prior to the conclusion of the assignment. The remuneration shall be calculated in one of the ways set out in this Article, another measure to be agreed between the parties, or a combination thereof.

If the parties agree on the calculation of the remuneration on the basis of time spent, the remuneration shall be calculated by multiplying the rate agreed between the parties per unit of time by the amount of time units spent by the contractor on the performance of the assignment.

If the parties agree on a fixed amount as remuneration, this amount will be agreed in writing when the assignment is concluded. The lump sum shall be deemed to serve only as remuneration for the work specified in the contract in terms of size and duration.

The Client owes a separate reward for changes that the Contractor must implement.

If changes as referred to here are the result of an attributable shortcoming on the part of the contractor, the client will only owe a separate fee insofar as these costs are based on work that would also have been necessary for the correct performance of the assignment.

If the contract is adjusted pursuant to Article 7, the remuneration shall be reviewed in consultation.

#### **Article 6 – Unenforceability of the assignment (force majeure)**

The Contractor has the right to suspend the fulfillment of his obligations if he is temporarily prevented from fulfilling his obligations due to circumstances that were not expected at the time of conclusion of the agreement and that are beyond his control.

Circumstances that could not be expected by the contractor and that are beyond its control include the circumstance that suppliers and/or subcontractors of the contractor do not or do not meet their obligations in time, the weather, earthquakes, fire, loss or theft of tools, the loss of materials, personal circumstances such as serious illness of the contractor or family, roadblocks, strikes or work stoppages and import or trade restrictions.

The Contractor is no longer entitled to suspend if the temporary impossibility of performance has lasted more than six months. The agreement can only be terminated after the expiry of this period and only for that part of the obligations that has not yet been fulfilled. In that case, the parties are not entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

#### **Article 7 – Adjustments to the assignment**

The parties shall consult each other on an adjustment of the assignment if:

-there are changes in the principles or other circumstances underlying the assignment and/or the proper performance of the assignment requires additional work.

In any case, there is reason to adjust the assignment if:

- relevant changes to (government) regulations or decisions occur.
- relevant changes occur in the program of requirements or the original assignment.
- the client requires changes or variants of work that has already been approved or is part of a phase that has already been approved.
- additional work may prove necessary during the fulfillment of the contract.

#### **Article 8 – Execution of the assignment**

The Contractor will make every effort to carry out the assignment carefully and to represent the interests of the Client to the best of its knowledge.

The Contractor shall keep the information provided to him by the Client confidential insofar as it is known to the Contractor as confidential or insofar as the Contractor knows or reasonably ought to know that this information is confidential.

The Contractor shall keep the Client informed of the execution of the assignment. If requested and to the best of its ability, the Contractor shall provide all information in a timely manner, including information about the progress of the assignment, changes in (government) regulations or decisions and changes regarding the financial aspects of the assignment.

The assignment will be completed in accordance with the agreed timetable. Unless expressly agreed otherwise by the parties, the deadlines in the agreed timetable are not strict deadlines.

The Contractor will only start a next phase after the Client has given its consent. This consent shall be deemed to include the approval of the preceding phases, except insofar as the client has expressly withheld its approval for parts of the work.

The Contractor is obliged to warn the Client if information and/or data provided by or on behalf of the Client or decisions taken by or on behalf of the Client clearly contain such errors or defects that the Contractor would act contrary to the requirements of reasonableness and fairness if he were to build on this without warning in the fulfillment of the assignment.

The Client cannot derive any rights from advice and information that he receives from the Contractor if these do not relate directly to the actual assignment.

The Contractor is authorized to have work carried out by others under its direction and to leave the management to others regarding parts, without prejudice to its responsibility for the proper performance of the assignment.

Unless expressly agreed otherwise in writing, the aesthetic value is not taken into account when assessing the correct fulfillment of the assignment. This is without prejudice to the fact that reasonable requirements must be met in this respect.

#### **Article 9 – Obligations of the client**

The Client shall behave towards the Contractor as a good and careful Client. He is obliged to keep all information of the contractor confidential, insofar as this information is known to the client as confidential or insofar as the client knows or reasonably should know that this information is confidential.

The Client is responsible for both the timely provision and the accuracy of the information, data and decisions provided by or on behalf of it to the Contractor, which are necessary to properly fulfill the assignment. He indemnifies the contractor against claims from third parties with regard to this information, data and decisions.

The documents that the contractor produces during the fulfillment of the assignment will be assessed by the client in good time and, if desired, authenticated after approval.

The Client is obliged to warn the Contractor within a reasonable time if he has noticed a shortcoming of the Contractor in the advice.

The Client shall pay the amounts owed by it to the Contractor at the latest at the times agreed in the payment schedule or indicated in the Contractor's invoices.

#### **Article 10 – Liability**

The Contractor is only liable for damage suffered by the Client if that damage is the direct and exclusive result of a shortcoming attributable to the Contractor.

In these terms and conditions, an attributable shortcoming is understood to mean: a shortcoming that a good and carefully acting advisor, who has the required professional knowledge and resources, could and should have avoided under the relevant circumstances and with due observance of normal vigilance.

The following shall not be eligible for reimbursement:

-business loss including, for example, stagnation damage, loss of production, loss of turnover and/or profit, depreciation of products and amounts that would have been included in the execution costs if the assignment had been properly executed from the start. If desired, the Client must insure itself against this damage; damage caused by intent or deliberate recklessness of auxiliary persons or non-managerial subordinates of the contractor.

The Contractor is entitled, in consultation with the Client, to repair shortcomings for which it is liable at its own expense or to limit or eliminate the damage resulting from those shortcomings.

If the contractor uses another person in the fulfillment of the assignment, the contractor is fully liable for shortcomings of this person in the same way as for his own shortcomings, unless this person has been prescribed by the client.

If a person prescribed by the client does not perform on time or properly and the contractor has done what is reasonably necessary to obtain performance and/or compensation, the client will reimburse the contractor for the additional costs incurred, insofar as these costs have not been reimbursed by this person. At the client's first request, the Contractor shall assign its claim against this person to the client up to the amount that the client has reimbursed the contractor.

For compensation for damage other than those mentioned in this article, the contractor is only liable if and insofar as the shortcoming is due to intent or gross carelessness on the part of the contractor.

Without prejudice to the provisions of this article, the contractor is only liable for damage that is not covered by liability insurance or equivalent insurance for assignments that relate to the execution of an object. The Client must ensure that such insurance has been taken out.

If and insofar as the client has insured any risk associated with the assignment, he is obliged to claim any damage under that insurance and to indemnify the contractor against claims of recourse from the insurer.

#### **Article 11 – Extent of compensation**

The damage to be compensated by the contractor is limited per assignment to an amount equal to the remuneration that the contractor is entitled to for the performance of the agreed performance, with a maximum of € 10,000 (in words: ten thousand euros).

By way of derogation from this, the damage to be compensated amounts to a maximum of € 2500 (in words: two thousand five hundred euros) for assignments where the client is a consumer and the order price per assignment is less than € 2500 (in words: two thousand five hundred euros).

#### **Article 12 – Duration of liability and expiry periods**

Any liability of the contractor expires with a period of five years from the day on which the assignment ended by completion or termination.

The legal claim based on an attributable shortcoming is inadmissible if the client has not given notice of default in writing and stating reasons after it has discovered or reasonably should have discovered the shortcoming with due urgency. The right of action for an attributable shortcoming expires two years after the written and reasoned notice of default.

An action for attributable failure shall be inadmissible if it is brought later than five years from the date on which the contract ended by completion or termination.

The day on which the assignment has ended is considered to be the day on which the contractor has sent a written notification to the client that the assignment has ended. In doing so, the invoice for the last payment term in respect of the contract shall be regarded as such a communication.

#### **Article 13 – Warranty**

Unless otherwise agreed in writing, the contractor guarantees the proper performance of the agreed performance for a period of six months after delivery.

If the agreed performance has not been sound, the contractor will make the choice whether he will still perform it properly or credit the client for a proportional part of the invoice.

If the contractor chooses to perform the performance properly, he determines the manner and time of execution himself. If the agreed performance (partly) consisted of the processing of material supplied by the client, the client must supply new material at its own expense and risk.

Parts or materials that are repaired or replaced by the contractor must be sent to him by the client. All transport and/or shipping costs, costs for disassembly and assembly and travel and accommodation costs are borne by the client.

The Client must offer the Contractor the opportunity to repair any defect or to carry out the operation again.

The Client can only invoke a guarantee after it has fulfilled all its obligations towards the Contractor.

No warranty is given if defects are the result of: normal wear and tear, improper use, maintenance not or not carried out correctly, installation, assembly, modification or repair by the client or by third parties, defects or unsuitability of goods originating from or prescribed by the client, defects or unsuitability of materials or tools used by the client, delivered goods that were not new at the time of delivery, parts for which a manufacturer's warranty has been granted.

The foregoing provisions apply mutatis mutandis to any claims made by the client based on non-performance, non-conformity or any other basis whatsoever.

The Client may not transfer rights under this article.

#### **Article 14 – Payment**

Payment is made at the contractor's place of business or on an account designated by the contractor.

Regardless of the agreed payment conditions, the client is obliged to provide what it considers to be sufficient security for payment at the request of the contractor. If the client does not comply with this within the set period, he will immediately become in default.

In that case, the Contractor has the right to dissolve the agreement and to recover its damage from the Client.

The client's right to set off its claims against the contractor is excluded, unless there is a bankruptcy of the contractor. The entire claim for payment is immediately due and payable if:

- A payment term has been exceeded
- The client has gone bankrupt or applies for suspension of payment
- Attachment of the client's property or claims is being made
- The client (legal entity) is dissolved or liquidated
- The client (natural person) applies to be admitted to the judicial debt restructuring, is placed under guardianship or administration or mentorship or dies.

If payment has not been made within the agreed payment term, the client immediately owes interest to the contractor. The interest rate is at least 12% per year but is equal to the statutory interest rate if it is higher. In the interest calculation, part of a month is seen as a full month.

If payment has not been made within the agreed payment term, the client owes the contractor extrajudicial costs with a minimum of € 75.

The costs are calculated based on the following table:

- over the first € 3000	15 %
- over the excess up to € 6000	10 %
- over the excess up to € 15,000	8 %
- over the excess up to € 60,000	5 %
- over the excess from € 60,000	3 %

If the actual extrajudicial costs incurred are higher than follows from the above calculation, the actual costs incurred are due. If the contractor is successful in legal proceedings, all costs incurred in connection with these proceedings will be borne by the client.

**Article 15 – Applicable law and competent court**

The Dutch law applies.

The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted.

Only the Dutch civil court that has jurisdiction in the contractor's place of business will hear disputes unless this is contrary to mandatory law. The Contractor may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.