

General delivery and payment terms of:

Schilten Servicegroep B.V.  
Bamendaweg 46  
3319 GS DORDRECHT  
The Netherlands

Registration number at the Chamber of Commerce in Rotterdam: 23071456  
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#### **ARTICLE 1: APPLICABILITY**

1. These conditions apply to all offers and to all agreements of purchase and sale with regard to cleaning products, appliances and related matters and / or to performing cleaning activities of Schilten Servicegroep B.V. established in Dordrecht, hereinafter referred to as "the user".
2. The client or buyer will hereinafter be referred to as "the other party".
3. The work will be carried out in, on or around an object, as agreed in the work program. The work program is part of the agreement between the user and the other party and encompasses a work description on the basis of which the work is carried out. If possible, the place, time and frequency in which the different activities are carried out will also be mentioned in the work program.
4. Object is understood to mean the building, means of transport, sanitation and such, where the activities are performed in, on or around. Computers and / or other electronic equipment or devices of any kind are expressly not an object for the work to be performed.
5. Work is understood to mean all cleaning activities and / or other company services that have been commissioned or which arise from the assignment.
6. Other terms and conditions only form part of the agreement between the parties if and insofar as both parties have expressly agreed to this in writing.
7. The acceptance and retention of a quotation or order confirmation by the other party without comment, to which these conditions are referred to, is deemed to be a consent to its application.
8. The possible non-application of a (part of a) provision of these general terms and conditions does not affect the applicability of the other.

#### **ARTICLE 2: AGREEMENTS**

1. Agreements are only bound by written confirmation from the user.
2. Agreements to periodically or otherwise regularly perform (almost) identical activities, always apply for a period of 1 (one) year and are renewed tacitly for a period of 1 (one) year, subject to termination by one of the parties. , unless parties have explicitly agreed otherwise in writing or a different duration.
3. Termination of the agreement must be made in writing and by registered mail with due observance of a notice period of 3 months, before the end of the agreed duration, unless parties have expressly agreed otherwise in writing.
4. Additions or changes to the general conditions or other changes or additions to the agreement shall only become binding after written confirmation by the user.
5. The work program is decisive for the content of an agreement to perform work. If changes to an offer are agreed before acceptance of the offer, the work program will be adjusted accordingly.
6. In the event of one-off activities, the other party is deemed to have agreed to the work program after signing the work program, or as soon as the user has commenced carrying out the work with the approval of the other party.

#### **ARTICLE 3: QUOTATIONS**

1. All offers, quotations, price lists, delivery times and such of the user are without obligation, unless they contain a term for acceptance. If a quotation or offer contains an offer without obligation and this is accepted by the other party, the user has the right to revoke the offer within 2 working days after receipt of the acceptance.
2. Samples, brochures, models, specifications of capacities and other descriptions shown and / or provided are as accurate as possible, but are only indicative. No rights can be derived from this, unless the parties have expressly agreed otherwise in writing.
3. A. If between the date of the conclusion of the agreement and the execution of the agreement by the government and / or trade unions changes are made in wages, employment conditions, social insurance, etc., the user is entitled to the increases to the renewal, to calculate. Should a new price list be issued by the user and / or subcontractors between the aforementioned dates and become effective, the user is entitled to charge the other party the prices stated therein to the other party..  
B. In the event that the other party is a natural person who does not act in the exercise of a profession or business, the price increases may be charged or charged 3 months after the conclusion of the contract in the above sense. In case of price increases as mentioned above in this article, within a shorter period than 3 months, the other party is entitled to terminate the agreement.

#### **ARTICLE 4: ENABLE THIRD PARTY**

The user is authorized to engage third parties in the execution of what has been agreed.

#### **ARTICLE 5: DELIVERY AND DELIVERY TERMS**

1. Delivery of goods shall not take place carriage paid, unless parties have explicitly agreed otherwise in writing.
2. Specified delivery times and terms within which the goods must have been delivered or the work must have been carried out can never be regarded as a fatal term, unless the parties have expressly agreed otherwise in writing. In the event of non-timely delivery or termination of the work, the user must therefore be given notice of default in writing.
3. In the event of delivery or the performance of work in parts, each phase is regarded as a separate transaction.
4. The risk concerning the delivered goods passes to the other party at the moment that the user has informed the other party that the goods are ready.
5. If it proves impossible to deliver the goods to the reseller or to perform the work due to a cause in the sphere of the counterparty, the user reserves the right for the ordered items and / or materials the activities have been purchased for the account and risk of the other party. The user informs the other party in writing of the storage and / or the obstruction in the execution of the work to be performed and also sets a reasonable period of time on which the other party must enable the user to resume the work and / or the goods. to deliver.
6. If the other party still fails to fulfill its obligations after expiry of the reasonable period set by the user, as stipulated in the previous paragraph of this article, the other party shall be by the mere lapse of 1 (one) month, calculated from the date of storage or obstruction in the execution of the work to be performed, in default and the user has the right to the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without compensation for damages, costs and interest to be held in full or in part.
7. The foregoing shall not affect the obligation of the other party to pay the agreed price or the stipulated or due price, as well as any storage costs and / or other costs.
8. The user is entitled - in respect of the fulfillment of the financial obligations of the other party - to demand advance payment or security from the other party, before proceeding to delivery and / or to commence work.

#### **ARTICLE 6: PROGRESS, IMPLEMENTATION OF WORK**

1. The work will be carried out in accordance with the agreed work program.
2. The user can not be obliged to start with the execution of work or delivery until after all necessary information is in his possession and he has received the possibly agreed (installment) payment.
3. If deliveries or work can not take place normally or without interruption due to causes beyond the fault of the user and / or if the other party defaults on the fulfillment of his obligations, the user is entitled to the ensuing costs, including loss of wages and call-out charges to the reseller.
4. If during the execution of the agreement it appears that minor deviations are necessary, desirable or possible, the user can change the execution at his own discretion without any price adjustments being made. However, this is only permitted if the work so modified guarantees at least an equal quality and the deviations are communicated to the other party.
5. If during the execution of the agreement it should become apparent that permanent deviations from the agreed work program are necessary and if such deviations are such that they must be accompanied by price adjustment, that price adjustment will be effected. in consultation between the parties.
6. Unless the parties have expressly agreed otherwise in writing, the work will only be carried out on working days from Monday to Friday and not on Saturdays, Sundays and on holidays, or on days on which the other party does not work. In the event of deviation from the aforementioned provision, the articles relating to the surcharges as stated in the (sectoral) Collective Labor Agreement or other surcharges applied by the user shall apply. The user will charge these surcharges to the other party.
7. All expenses incurred by the user at the request of the other party shall be entirely for the account of the latter, unless the parties have explicitly agreed otherwise in writing.

#### **ARTICLE 7: OBLIGATIONS OF THE OTHER PARTY**

1. The other party must ensure that the user gains access to the object where the work is to be performed at the agreed working hours.
2. The other party shall ensure that all data, of which the user indicates that these are necessary or of which the other party should reasonably understand that these are necessary for the execution of the agreement, are provided to the user in time.
3. The other party guarantees the accuracy and completeness of the necessary data, documents and such provided for the execution of the agreement and indemnifies the user against all claims related to these data.
4. The other party will make the (hot) water, electricity, etc. available for the work to the user free of charge. When working on the outside of the object, the user is allowed to make free use of the facilities that are present on the object for outside work.

5. In consultation with the user, the other party will make available sufficient facilities for the employees of the user, such as cloakroom, break room and the like.
6. The other party is liable for loss of and / or damage to the goods, materials, tools and machines and the like that the user has stored with the other party during the execution of the work.
7. If the other party fails to meet the aforementioned obligations or fails to do so in time and the work to be performed is delayed as a result, the user is entitled to suspend the execution of the agreement and / or to charge the associated costs or damage to the other party.

#### **ARTICLE 8: TOOLS AND MATERIALS**

1. The user is free in his choice of cleaning and auxiliary materials, unless the parties have expressly agreed otherwise in writing.
2. If, at the request of the other party, specific cleaning and auxiliary materials are to be used, of which the user does not know what effect these means have or will probably have on the object to be maintained, the user will inform the consumer of this. If the other party prescribes the use of these specific means, the user is not liable for the consequences of this use and the resulting damage resulting therefrom.
3. The user expressly reserves the right to refuse chemical cleaning and auxiliary materials, which in his opinion are harmful or endanger his employees. In appropriate cases, alternative cleaning methods and / or means will be sought by the user in consultation with the other party.

#### **ARTICLE 9: TRANSPORT OF ORDERED BUSINESS**

1. Sending of the ordered items shall take place in a manner to be determined by the user, but at the expense and risk of the other party, unless the parties have expressly agreed otherwise in writing.
2. The user is not liable for damage, of whatever nature and form whatsoever, related to the transport, whether or not suffered from the goods.
3. The other party must properly insure itself against the aforementioned risks.
4. The other party guarantees a good accessibility of the place of destination or unloading and is responsible for the receiving and / or unloading.
5. Unsupported orders or deliveries shall be stored by the user at the expense and risk of the other party, in accordance with the provisions of article 5.

#### **ARTICLE 10: EMPLOYEES**

1. The user guarantees that the employees to be employed by him are well-trained and competent and that the tools, materials and equipment used are sound and as little as possible environmentally damaging.
2. If requested, the user will pass on the names, first names and residential addresses of the employees he employs on behalf of the other party to the other party, as well as any change in the employee's work on the other party's work. Previously with due observance of the legal provisions regarding privacy protection.
3. The employees of the user are instructed to conform to the general rules applicable to the counterparty, insofar as these are known to the user or his employees.
4. All common questions or problems relating to the employees of the user will immediately have to be reported by the counterparty to the user's office.

#### **ARTICLE 11: BAN EMPLOYMENT PERSONELL**

1. During the term of the agreement, and for a period of 6 months after termination of the agreement, the other party is not permitted to offer employees of the user an employment contract or employees of the user in any other way, directly or indirectly. indirectly and outside the user to arrange for the execution of work for the benefit of the counterparty.
2. If the employee himself makes efforts to carry out activities for or via the other party elsewhere than for or via the user, the other party must immediately inform the user thereof in writing, on forfeiture of an immediately due and payable judicial moderation liable fine of € 4,500.00 per event. The aforementioned amount is immediately due and payable without any legal intervention being required.

#### **ARTICLE 12: COMPLAINTS AND RETURN SHIPMENTS**

1. If during the term of the agreement the other party establishes that the performance of the work deviates to a significant extent from the agreed work program or if the other party has agreed on the basis of a prior written agreement between the parties. The quality standards and control system establishes that the result of the work performed remains below the previously agreed level, the other party will immediately inform the user by telephone of the defect that has been established. This telephone conversation must be confirmed by the other party to the user in writing within 48 hours.
2. The written confirmation referred to in paragraph 1 of this article contains at least an accurate description of:
  - A. the time at which the defect was discovered;
  - B. the space (s) in which the defect was detected;
  - C. the nature and severity of the defect found;
  - D. a reasonable period of time within which the user must rectify the contracted defective rental property.

3. The other party is obliged immediately after receiving the goods or stopping the work to check it. If visible defects, errors, imperfections and / or defects, etc. are found, this must be noted on the consignment note or guidance note and be immediately brought to the attention of the user, or the other party must inform the user within 24 hours of receipt of the to notify the business or cessation of the work, followed by an immediate written confirmation of this to the user.
4. Other complaints must be reported to the user by registered letter within 8 days of receipt of the goods or the termination of the work.
5. Without prejudice to the provisions of this article, the provisions of paragraph 8 of article 15 shall also be taken into account with regard to natural persons who do not act in the exercise of a profession or business.
6. If the aforementioned advertising has not been made known to the user within the terms specified therein, the goods shall be deemed to have been received in good condition or the work to be performed shall be deemed to have been carried out correctly.
7. Complaints do not suspend the payment obligation of the counterparty.
8. The user must be enabled to investigate the complaint.
9. If a return shipment proves necessary for the investigation into the complaint, this shall only be for the account and risk of the user if the latter has expressed his express written consent in advance.
10. In all cases, return is done in a manner to be determined by the user and in the original packaging. Return shipment is at the expense and risk of the other party, unless the user declares the complaint well-founded.
11. If the items have changed their nature and / or composition after delivery, have been completely or partially worked, damaged or repackaged, all rights to advertising will lapse.
12. In case of justified complaints, the damage will be settled under the provisions of article 15.

### **ARTICLE 13: PRICES OF WORK**

1. At the conclusion of the agreement, the parties can agree on a fixed price or a fixed hourly rate for the work to be performed.
2. If no fixed price or fixed hourly rate between parties has been agreed in writing, the price due will be determined on the basis of the actual number of hours spent and the hourly rate customary in the sector.
3. The price is based on the agreed work program and depends on the specified or recorded surface area, the specified respectively pleasant intensity of the use, the cladding and the destination of the object.
4. If the user has agreed with the other party a fixed price or fixed hourly rate, the user is nevertheless entitled to increase this price or this hourly rate. The user is entitled to pass on price increases if the user can demonstrate that between the moment of conclusion of the agreement and the delivery, the rates of, for example, wages have increased considerably. In the event that the other party is a natural person who does not act in the exercise of a profession or business, the provisions of paragraph 3 sub B of article 3 shall apply.

### **ARTICLE 14: PAYMENT-TERMS**

1. Payment must be made within 21 days after date of invoice and in the manner as laid down in the agreement, even if it can not be delivered in accordance with Article 5, unless parties have explicitly agreed otherwise in writing.
2. If an invoice has not been paid in full after the agreed term has expired:
  - A. From that moment onwards, a credit limitation surcharge of 2% will be charged to the other party, without further notice of default being required for this purpose;
  - B. the other party will owe a delay to the user amounting to 2% per month cumulatively calculated over the principal sum. Portions of one month are regarded as full months;
  - C. the other party will be at least excused for the sum of the principal sum and the default interest with an absolute minimum of € 150.00 after having been told by the user for this in respect of extrajudicial costs;
  - D. the user has the right, for each payment reminder, as such sent to the counterparty, to charge the counterparty an amount of at least € 20.00 in respect of administration costs. The user will state this in the agreement and / or on the invoice.
3. At the discretion of the user, in the foregoing or corresponding circumstances, without further notice of default or judicial intervention, the agreement can be dissolved in whole or in part, whether or not combined with a claim for compensation.
4. If the other party has not fulfilled its payment obligations in time, the user is entitled to suspend the fulfillment of the obligations towards delivery and / or the performance of work to the other party until the payment has been made or proper security has been provided for this. The same applies even before the moment of default if the user has reasonable suspicion that there are reasons to doubt the creditworthiness of the other party.
5. Payments made by the counterparty always serve to settle all interest and costs due and then the due and payable invoices that have been outstanding the longest, unless the other party explicitly states in writing that the payment relates to a later invoice.
6.
  - A. If the other party, for whatever reason, has one or more counterclaims against the user, or will obtain it, the other party waives the right to setoff with regard to this claim (s). The aforementioned waiver of the right to settlement also applies if the other party applies for a moratorium or is declared bankrupt.
  - B. The provisions under sub A of this paragraph do not apply if the other party is a natural person who does not act in the exercise of a profession or business.

## **ARTICLE 15: LIABILITY AND WARRANTY**

1. The user loses his duties as expected from a company in his branch, but accepts no liability for damage, including consequential loss, which is the result of his actions or omissions in the broadest sense. the word, except insofar as it is due to its gross negligence, gross negligence and / or intent, or if it results from statutory provisions of imperative law. The same restriction applies to employees and / or other third parties that the user engages in the performance of his work.
2. Without prejudice to the provisions in the other paragraphs of this article, the liability of the user - for whatever reason - is limited to the amount of the net price of the delivered goods and / or the work performed. Complying with this provision is the only and complete compensation.
3. Notwithstanding the provisions of the previous paragraph of this article, the user shall never be obliged to pay compensation that exceeds the insured amount, insofar as the damage is covered by an insurance taken out by the user.
4. If visible faults, imperfections and / or faults occur in the delivered goods that must have been present at the time of delivery, the user undertakes to repair these items free of charge at his discretion. to replace.
5. The user guarantees the usual normal quality and soundness of the delivered goods; the actual life span can never be guaranteed.
6.
  - A. In all cases, the period within which the user can be held liable for compensation for set damage is limited to 6 months, calculated from the moment at which the indemnification of the compensation has been established.
  - B. In the event that the other party is a natural person who does not act in the exercise of a profession or business, a maximum term of 1 (one) year applies, calculated from the moment when the liability of the compensation is established, within which the the user can be held accountable for compensation for the determined damage.
7. If the goods delivered by the user are provided with a guarantee by the manufacturer, this guarantee will apply equally between the parties.
8. In the event that the other party is a natural person who does not act in the exercise of a profession or business, the user shall observe the legally stipulated warranty periods.
9. The other party loses its rights vis-à-vis the user, is liable for all damage and indemnifies the user against any claim by third parties in respect of damage compensation if and insofar as:
  - A. the aforementioned damage has arisen due to incompetent and / or with instructions and / or advices of the user contrary use and / or improper storage (storage) of the delivered goods by the other party;
  - B. the aforementioned damage is caused by errors or inaccuracies in data, materials, information carriers and the like that have been provided and / or prescribed to the user by or on behalf of the other party;
  - C. the aforementioned damage was caused by instructions from or on behalf of the other party to the user.
  - D. the aforementioned damage arises from the fact that the other party or a third party on behalf of the other party has performed (repair) work on the services provided by the user, without having given the user the opportunity to repair any irregularities, or without express permission from the other party; the user.

## **ARTICLE 16: INDEMNIFICATION**

The user will reward his employees in accordance with the applicable CAO provisions. He will carry out all deductions and payments for wage tax, social insurance premiums, etc. The user indemnifies the other party for all claims in this regard.

## **ARTICLE 17: OWNERSHIP RESERVATION**

1. The user reserves the ownership of goods delivered and to be delivered until the time at which the counterparty has fulfilled its related payment obligations towards the user. These payment obligations consist of paying the purchase price, plus claims in respect of work carried out related to that delivery, as well as claims in this respect, possible compensation for failure to meet obligations on the part of the other party.
2. In the event that the user invokes the retention of title, the agreement entered into in this respect shall be deemed to be unpaid, without prejudice to the right of the user to claim compensation for damage, lost profit and interest.
3. The other party is obliged to immediately inform the user in writing of the fact that third parties enforce rights on items that are subject to retention of title pursuant to this article.

## **ARTICLE 18: PAND/WARRANTAGE**

Up to the time when the other party has fully complied with its payment obligations towards the user, the other party is not authorized to give the delivered goods to third parties as collateral and / or to establish a non-possessory lien on them and / or the items for storage in to bring the actual power of one or more financiers (warrantage), since this will be regarded as attributable non-fulfillment on his part. The user can then

immediately, without any notice of default, suspend his obligations under the agreement, or terminate the agreement, without prejudice to the right of the user to compensation of damage, lost profits and interest.

#### **ARTICLE 19: BANKRUPTCY, DECISION-MAKING PURPOSE AND SUCH**

Without prejudice to the provisions in the other articles of these terms and conditions, the agreement concluded between the other party and the user shall be dissolved without judicial intervention and without any notice of default being required, at the moment when the other party is declared bankrupt, (provisional) apply for suspension of payments, is enforced by executory attachment, placed under guardianship or under administration or otherwise loses the power of disposal or legal capacity with regard to his assets or parts thereof, unless the trustee or administrator has assumed the obligations arising from the agreement as an estate acknowledge.

#### **ARTICLE 20: FORCE MAJEURE**

1. In the event that performance of what the user has been obliged to do in respect of the agreement concluded with the other party is not possible and this is due to non-observable non-compliance on the part of the user, and / or to the side of the third parties or suppliers engaged for the implementation of the agreement, or in the event that another important reason occurs on the part of the user, the user is entitled to dissolve the agreement concluded between the parties, or the fulfillment of his obligations. against the other party for a reasonable period to be determined by him, without being obliged to pay any compensation. If the above-mentioned situation occurs if the agreement has been partially implemented, the other party is obliged to fulfill its obligations towards the user up to that moment.
2. Circumstances in which non-observable non-compliance will be deemed to include war, insurrection, mobilization, domestic and foreign disturbances, government measures, strike and exclusion by workers or the threat of these and similar circumstances. ; disruption of the currency relations existing at the time of concluding the agreement; company disputes due to fire, accident or other incidents and natural phenomena, irrespective of whether non-compliance or late performance takes place at the user, his suppliers or third parties engaged by him for the performance of the contract.
3. In the event that the other party remains in default in any way against the user to meet its obligations, in case of suspension of payment, application for (provisional) suspension of payment, bankruptcy, executory attachment, bankruptcy or liquidation of the company of the consignment, all amounts due to the user by virtue of any contract shall immediately and fully due and payable.

#### **ARTICLE 21: CANCELLATION AND DISSOLUTION**

1. Dissolution or termination of the agreement for the periodic or otherwise regular performance of (almost) identical activities, as referred to in Article 2, paragraph 2, can only take place with due observance of the provisions of Article 2, paragraph 3.
2. A. With regard to all other agreements, the other party waives all rights to dissolve the agreement under article 6: 265 et seq. B.W. or other statutory provisions, unless cancellation has been agreed under this article.  
B. The provisions under sub A of this paragraph do not apply if the other party is a natural person who does not act in the exercise of a profession or business.
3. Cancellation by the other party is only possible if the user agrees. In that case, the other party is obliged to the user, in addition to reimbursement of at least 30% of the purchase price or agreed price, to purchase already ordered items, then not processed or processed, against payment of the cost price.
4. The other party is liable to third parties for the consequences of the cancellation and indemnifies the user in this respect.
5. Amounts already paid by the counterparty will not be refunded.

#### **ARTICLE 22: APPLICABLE LAW / COMPETENT JUDGE**

1. Only Dutch law applies to the agreement concluded between the user and the other party. The disputes arising from this agreement will also be settled under Dutch law.
2. Any disputes will be settled by the competent Dutch court, albeit that the user has the right to bring a case before the competent court in the place where the user is established, unless the subdistrict court has jurisdiction in this matter.
3. In the event that the other party is a natural person who does not act in the exercise of a profession or business, this shall apply within 1 (one) month after the user has informed the other party that the matter will be submitted to the court. the other party can make known that he chooses to settle the dispute by the legally competent court.
4. With regard to disputes arising from the agreement concluded with a counterparty located outside the Netherlands, the user is entitled to act in accordance with the provisions of paragraph 2 of this article or - at his choice - to bring the disputes before the court. competent judge in the country or the state where the other party is established.