

The General Terms and Conditions governing the services to be provided by or on behalf of the private limited company BenninkAmar B.V.

1. The relationship between the client and BenninkAmar B.V. shall be governed exclusively by the laws of The Netherlands.
2. BenninkAmar B.V. shall only operate as contracting agent vis-à-vis the client. Articles 404 and 407(2) of Book 7 of the Dutch Civil Code shall not be applicable.
3. BenninkAmar B.V. shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by or on its behalf. Achieving the intended result is not guaranteed by BenninkAmar B.V.. The client has an obligation to cooperate with everything necessary for the proper performance of the assignment. Documents of services provided by or on behalf of BenninkAmar B.V. will be kept for five years after the conclusion of the provision of services and will be destroyed thereafter, save for originals which will be provided to the client if possible.
4. If required for a proper performance of the assignment, BenninkAmar B.V., in carrying out the assignment, may involve persons who are not, whether directly or indirectly, connected with BenninkAmar B.V. A shortcoming of such person may be attributed to BenninkAmar B.V., provided that the client proves that BenninkAmar B.V. did not act with due care when choosing such person.
5. If and to the extent it is not agreed upon otherwise, work and costs shall be charged in Euros. Advance payments may be asked for work still to be performed. Work already performed may be charged at appropriate intervals. Invoices shall be paid, without any discount or deduction, by having the amount due entered onto the BenninkAmar B.V. bank account within the term as referred to in the invoice. Client may be charged for all collecting costs associated with failure to pay in time. The hourly rates of BenninkAmar B.V. are adjusted annually in January. The current adjustment percentage can be provided on request.
- 6.1 A claim in respect of an alleged failure under paragraph 3 on the part of BenninkAmar B.V. will not be sustainable if the client fails to protest within sixty (60) days after it has discovered or reasonably could have discovered such failure. In any event, any claim for damages or any other claim in respect of an alleged failure on the part of BenninkAmar B.V. shall lapse twelve (12) months after the event from which the damage directly or indirectly resulted and for which BenninkAmar B.V. is responsible.
- 6.2 If the client sustains damage that is a consequence of an event or a series of connected events for which BenninkAmar B.V. is liable vis-à-vis the client, the client will be entitled, in total, to compensation which shall not exceed the following:
 - a. where BenninkAmar B.V. has any insurance coverage for such damages, an amount equal to the insurance payment to be received by BenninkAmar B.V. plus the amount of the applicable deductible under such insurance;
 - b. where BenninkAmar B.V. does not have insurance coverage for such damages at all, the amount of accounts billed to the client with a maximum of € 70,000.
- 6.3 The provisions set forth in the two foregoing paragraphs shall also apply, if the client claims compensation for damages on the grounds of a right taken over or acquired from a third party.
- 6.4 In the event that one or more third parties should claim from BenninkAmar B.V. compensation for damages they sustained in connection with services provided by or on behalf of BenninkAmar B.V. to the client, the latter shall indemnify BenninkAmar B.V. against such claim or claims and additional costs, insofar as BenninkAmar B.V. should have to pay to the third party or parties compensation in excess of the compensation BenninkAmar B.V. would have had to pay to the client if the client had claimed compensation from BenninkAmar B.V. for the damages sustained by such third party or parties.
- 6.5 In the event both the client and a third party or third parties should claim compensation for damages from BenninkAmar B.V. in connection with services provided to the client by or on behalf of BenninkAmar B.V., the damages sustained by the client shall not qualify for compensation insofar as the amount of the claim to be paid to the client would, as such or after having been increased by the amount of the claim to be paid to the third party or parties, be in excess of the maximum amount provided in Article 6.2 under (a) or (b).
7. The General Terms and Conditions may also be invoked by those natural persons or legal entities that are involved, whether directly or indirectly, in any manner whatsoever for the services provided by or on behalf of BenninkAmar B.V.

8. The General Terms and Conditions shall also be applicable to any supplementary or further assignments from the client.
9. The District Court of Amsterdam shall have exclusive jurisdiction over any disputes between the client and BenninkAmar B.V., on the understanding that BenninkAmar B.V. shall continue to have the right to take legal action against the client in a court of law that would have had jurisdiction over disputes between the client and BenninkAmar B.V. if the abovementioned forum clause had not been stipulated.
10. The General Terms and Conditions drawn up in the Dutch language shall prevail over the General Terms and Conditions drawn up in the English language or in any other language.
