

## GENERAL TERMS AND CONDITIONS OF SNOEREN BOUWMANAGEMENT B.V. DONGEN

Registered office at Hoge Ham 104 (5104 JK) in Dongen

## APPLICABILITY

**Article 1.**

1. These terms and conditions apply to all quotations from, all assignments to, and all agreements with Snoeren Bouwmanagement B.V., hereinafter referred to as "the contractor", concerning the supervision of and advice on construction work.
2. The supervision of and advice on construction work as referred to in paragraph 1 of this article includes — but is not limited to — the creation of designs for structures (both preliminary and final), the production of specification drawings, the drafting of specifications, the preparation of construction budgets, the organization of tenders, the inspection of construction progress, as well as the management of construction and all related activities in the broadest sense of the word.  
Management includes, at a minimum: representing the client in all matters related to the construction site, supervising the execution of work, managing and/or checking related correspondence and administration (including weekly reports), determining payment milestones, reviewing or preparing payment documents, making working drawings, and coordinating all tasks — unless explicitly agreed otherwise in writing.
3. Deviations from these conditions and/or reliance on the client's own terms can only be invoked if explicitly accepted in writing by the contractor. Such acceptance applies only to the agreement in question, unless otherwise expressly agreed in writing.
4. A client who has once contracted under these conditions is deemed to have accepted their applicability to any subsequent agreement with the contractor.

## QUOTATIONS, CONCLUSION OF AGREEMENTS AND CHANGES TO ASSIGNMENTS

**Article 2.**

1. All quotations and offers by the contractor are entirely non-binding.
2. Assignments and changes thereto may be issued orally or in writing by the client.
3. Written assignments must be accompanied by a clear description of the work to be performed.
4. Assignments and changes are only binding on the contractor once accepted in writing. Provision of information in any form does not oblige the contractor or imply acceptance of an assignment.
5. Written acceptance of oral assignments or changes will include a clear description of the work to be carried out.
6. Written acceptance of the assignment or its amendment is deemed correct and complete unless the client notifies the contractor by registered letter within 5 working days of the date of acceptance, including the correct details.
7. The contractor reserves the right to perform and charge for additional work not included in the original written assignment if such work is deemed necessary for the client's interest or proper execution of the assignment. The client will be informed of such additional work as soon as possible.
8. After completing the assignment, the contractor will notify the client in writing. If the client does not raise objections within eight days, the execution is deemed accepted as correct. Any objection must be submitted by registered mail.

## SECURITY AND SUSPENSION

**Article 3.**

The contractor may request sufficient security from the client for fulfillment of payment obligations and may suspend work until such security is provided.

## FEES

**Article 4.**

1. The fee for the assignment shall be determined by mutual agreement using one or a combination of the following methods:
  - A percentage of construction costs (defined below);
  - Based on time spent by the contractor at an agreed hourly rate;
  - A fixed amount agreed upon in writing in advance.
2. Construction costs, as referred to above:
  - During and after execution: total of contractor agreements plus change orders, excluding VAT.
  - Before execution: based on contractor's estimate approved by the client, excluding VAT.
  - If the project is self-managed by the client, the fee is based on a standard tender budget adjusted for the contractor's increased involvement.
  - If materials provided by the client or reused materials are used, the value of those materials is added to the construction cost, calculated at the cost of equivalent new materials.
3. If the project is not executed:
  - If tendered: the lowest bid price;
  - If not: estimated costs by the contractor.
4. In addition to the above fees, the contractor may charge for:
  - Salaries of supervisory staff, unless otherwise agreed;
  - Travel, accommodation, document production, phone, postage, fees, legal documents, tender organization, model creation, photos, etc., especially if required by the client or government. Personnel work will be billed based on salaries plus surcharges for social security, pensions, expenses, office and admin costs.
5. Travel time will only be billed if agreed upon by the parties.
6. If fee-determining factors increase, the contractor may increase the agreed price accordingly, unless prohibited by law.
7. Costs for amending or supplementing the assignment at the client's request will be charged separately, using the same method as the main fee.
8. In the absence of an agreed fee method, the contractor will charge based on time spent using their standard hourly rates.

## AUTHORITY AND DATA PROVISION BY THE CLIENT

**Article 5.**

1. By assigning the work, the client declares they are authorized to do so and to act on behalf of the party for whom the work is performed. If the client is acting for themselves, this does not apply.  
The client authorizes the contractor to perform all necessary activities, including those in Article 2.7, and indemnifies the contractor against third-party claims arising from such activities, as long as the contractor acts within the scope of these terms.
2. The client must ensure the contractor receives all necessary data in the desired format.
3. The contractor may suspend work until all required information is received.
4. The contractor may (but is not obliged to) request written proof of the client's authority to issue the assignment.

## EXECUTION OF THE ASSIGNMENT

### Article 6.

1. The contractor will perform the assignment carefully and may engage employees as needed.
2. The contractor determines how the assignment is executed but must inform the client if requested, unless the nature of the assignment prevents this. The contractor may spend cost estimates or unforeseen work budgets. If the total exceeds the estimate by more than 10%, the client's approval is required — deemed granted if no objection is received within 5 working days.
3. The contractor may instruct contractors to deviate from plans if functionality and copyrights are not affected. Prior approval is not needed if costs stay within the unforeseen expenses budget or within 2% of the contract sum.
4. Supervision or parts of the assignment may be outsourced to third parties if deemed more efficient. Fees are subject to Article 4.4.
5. The contractor will strive to meet deadlines, but overruns do not entitle the client to damages. The contractor may set a new completion date.

## INTELLECTUAL PROPERTY

### Article 7.

All industrial and intellectual property rights on documents, designs, methods, etc., from or used by the contractor remain exclusively the contractor's, regardless of third-party involvement. Only the contractor may exercise these rights during and after the assignment.

## CONFIDENTIALITY AND EXCLUSIVITY

### Article 8.

The contractor will maintain confidentiality about all confidential information provided by or on behalf of the client, including calculations, tests, and studies paid for by the client. This does not apply to publicly known or accessible data. If the contractor asks permission to share information and the client does not reject the request in writing within 14 days, consent is assumed.

## INDEMNITY FOR INTELLECTUAL PROPERTY CLAIMS

### Article 9.

The client indemnifies the contractor against third-party claims related to alleged intellectual property infringements based on drawings or documents provided by the client.

The client must reimburse all related costs, including legal fees (assumed to be 15% of claimed damages, unless actual costs are higher).

## FORCE MAJEURE

### Article 10.

Force majeure includes any circumstance preventing or hindering performance that was not intended to be at the contractor's risk, even if foreseeable. Examples: mobilization, war, government actions, strikes, transport delays, fire, frost, epidemics, traffic disruptions, demonstrations, third-party failures. In such cases, the contractor may cancel the agreement without legal intervention and without liability, but may charge costs as per Article 13.2.

## PAYMENT AND COMPLAINTS

### Article 11.

1. The contractor may request an advance payment.
2. Invoices will be issued as agreed; itemized invoices are available upon request.
3. Unless otherwise agreed, payment is due within 14 days of invoice date.
4. Late payment results in default without formal notice.
5. From the default date, 1% interest per month is due.
6. If in default, all other claims become immediately due, with 1% monthly interest.
7. The client waives the right to set-off or self-attachment under Article 724 Rv.
8. In joint assignments, all clients are jointly liable for payment.
9. Disputes over invoices or work must be submitted in writing by registered mail within 30 days of the invoice date, or the right to dispute lapses.
10. Disputing certain services does not suspend the obligation to pay for others.

## LIABILITY

### Article 12.

1. The contractor is liable to the client for damage suffered by the client as a direct result of a culpable error committed by the contractor.
2. The contractor is equally liable for culpable errors committed by its employees as it is for its own errors.
3. The contractor is equally liable for culpable errors made by supervisory personnel appointed by it, as referred to in Article 6 paragraph 4, as it is for its own errors. The contractor is not liable to the client for culpable errors committed by personnel not appointed by the contractor.
4. In this article, a culpable error is defined as an error that a competent and diligent contractor, under the relevant circumstances and exercising normal care and professional practice, should have avoided.
5. "Damage" in this article refers solely to the direct damage suffered by the client as a result of the culpable error. It expressly excludes costs that would have been included in the construction sum, purchase price, or installation costs if the assignment had been properly executed from the outset. Compensation for any other types of damage, under any name or of any nature, is expressly excluded.
6. The contractor is entitled, in good consultation with the client and at its own expense, to correct errors for which it is liable or to limit or remedy the damage caused by such errors. The client is obliged to cooperate, provided that the contractor is willing to take the necessary measures within a reasonable period. Errors made by parties other than the contractor and/or its staff and/or third parties engaged by it can never lead to any liability for the contractor.
7. If certain parts of the construction project are designed or designed and executed by third parties, the contractor is not responsible or liable for the design and/or execution of those parts.
8. The contractor is not liable to the client for damage suffered as a result of actions or omissions by contractors or suppliers contrary to the drawings, specifications, instructions of the construction management, or further conditions, unless the contractor is responsible for the construction management during execution. In that case, it is liable for errors as defined in paragraph 1 of this article.
9. Any liability of the contractor expires five years after the date on which the assignment is completed.
10. For the purpose of the previous paragraph, the completion date of the assignment is the date stated as such in the confirmation of assignment. If no such date is stated, the date on which the contractor is entitled to issue the final invoice shall apply.
11. Unless an earlier date follows from the previous paragraph, the completion date of a project shall be the date on which the project is or is deemed to have been delivered.



12. If the client has insured or otherwise transferred any risk associated with the assignment to third parties, it is obliged to indemnify the contractor from liability related to that risk. Failing that, the contractor's liability lapses.
13. The contractor shall take out liability insurance for errors as referred to in this article. Upon request, the contractor shall provide documents proving compliance with this insurance obligation.
14. The contractor is expressly not liable for any damages other than those mentioned in this article suffered by the client in connection with the execution of the assignment. The client is expressly obliged to indemnify the contractor against claims from third parties arising from the assignment as covered by these conditions. Furthermore, the contractor shall never be liable to the client for more than what the client is liable for to its own client ("achterman"). The client is explicitly required to include a clause in its agreement with the "achterman" limiting the contractor's liability to the extent stated above. In any case, the client must limit the contractor's liability to the same amount for which the client can be held liable by its "achterman". Notwithstanding the above, the contractor's liability to the client shall never exceed the amount the contractor is entitled to for its services under the assignment. Furthermore, the contractor's liability shall never exceed the insured amount under the liability insurance referred to in paragraph 13. Upon request, the contractor shall disclose this insured amount.
15. If the contractor is held liable by third parties (including the client's "achterman") for damage they suffered related to the execution of the assignment, the client is obliged, in addition to indemnifying the contractor, to compensate all related costs, including legal expenses, incurred in defending against such claims. These costs shall be at least 15% of the claim amount, without prejudice to the contractor's right to claim full compensation for actual costs.
16. Employees of the contractor can never be held personally liable by the client and/or third parties for any damages suffered by them, directly or indirectly, whether material or immaterial, resulting from the execution of agreements governed by these conditions. This exclusion of liability applies even in the case of gross negligence or intent by said employees, without prejudice to the contractor's rights arising from any non-compliance by the employee(s) with Article 1639D of the Dutch Civil Code.
17. The indemnification and cost compensation obligations of the client mentioned in paragraphs 12, 14, and 15 also apply explicitly in favor of the contractor's employees. The contractor's employees are expressly authorized to invoke these provisions in any legal proceedings brought against them.
18. If the contractor compensates the client for damages caused by actions or omissions of contractors or suppliers as referred to in paragraph 8, such compensation shall only be due if and insofar as the client proves that recovery from the contractor or supplier is not possible. If the client awards a contract to a contractor despite a written warning from the contractor that recovery of damages is unlikely, the contractor shall not be liable to compensate the damage.

#### DURATION OF THE AGREEMENT AND TERMINATION

##### Article 13.

1. Without prejudice to Article 10, the client has the right to terminate the agreement in the event of force majeure if the force majeure situation lasts longer than 6 months. In that case, the client must pay the contractor a fee as referred to in paragraph 2 of this article.
2. Except in cases of force majeure, the client may only terminate the agreement if the contractor is compensated for:
  - the fee based on the stage of the work, to be reasonably determined by the contractor;
  - incurred costs;
  - incurred supervision costs;
  - costs resulting from any necessary third-party commitments entered into by the contractor in connection with the assignment.In addition, the client is required to pay 10% of the remaining fee and supervision costs that would have been due if the contractor had completed the assignment in full. This last obligation does not apply if the assignment is terminated due to force majeure on the part of the contractor.
3. The client explicitly waives the right to demand rescission of the agreement based on Articles 6:265 and 266 of the Dutch Civil Code.
4. If the client fails to fulfill any obligation under these general terms or the agreement, the client shall be in default by operation of law without notice of default. In such a case — or in the event of bankruptcy (filed by or against the client), suspension of payments, or discontinuation of business — the contractor is entitled to terminate the assignment immediately without a notice period. The contractor is then entitled to charge compensation as referred to in paragraph 2. This right of termination does not affect other statutory rights of the contractor, including those under Articles 37 and 236 of the Bankruptcy Act.

#### RIGHT OF RETENTION

##### Article 14.

The contractor is entitled to suspend the return of items it holds for the client in relation to any assignment until all claims against the client in connection with any assignment have been fully settled.

#### DUTY TO RETAIN RECORDS

##### Article 15.

1. The contractor shall retain the assignment-related data, where retention is reasonably required given the nature of the assignment and/or circumstances, in a manner of its choosing for a period of 10 years from the date the assignment is completed. For the purposes of this provision, the completion date is defined in Articles 12 paragraphs 9, 10, and 11.
2. Upon request and against payment of costs, the contractor will provide the client with duplicates of the data referred to in paragraph 1.
3. The contractor is released from the obligation to retain records if it offers the data to the client and, if desired, transfers them. The contractor may, but is not obliged to, request confirmation of receipt from the client. If such confirmation is requested, the client must provide it.

#### DISPUTES

##### Article 16.

All disputes relating to offers, assignments, and agreements governed by these conditions shall be subject to the exclusive jurisdiction of the court in the contractor's place of residence.

#### APPLICABLE LAW

##### Article 17.

All offers, assignments, agreements, and related disputes are governed by Dutch law, as applicable to the European part of the Kingdom of the Netherlands.

#### FINAL PROVISION

##### Article 18.

If any provision of these conditions is annulled by a court, the remaining provisions shall remain in full force. A new provision shall replace the annulled one, which most closely reflects the original intent, taking into account the principles of reasonableness and fairness governing the relationship between client and contractor.

