



Stibat Services General Terms and Conditions

Definitions

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| Terms and Conditions: | The present document. |
| Services: | The services (work) described in the Agreement, including any supplementary services subsequently agreed. |
| Client: | The natural person or legal entity with which Stibat enters into one or more agreements. |
| Agreement: | The written agreement between Stibat and the Client (hereafter: the Parties), including any subsequent agreements entered into in respect of supplementary Services. |
| Stibat: | Stichting Stibat Services (Foundation Stibat Services), having its registered office in Zoetermeer, at Röntgenlaan 7 (Chamber of Commerce registration number 67447716). |
| Confidential Information: | All information, trade secrets or other materials protected by intellectual property rights, which by their nature or otherwise are to be considered confidential. |

1. Applicability

- a. These Terms and Conditions apply to all legal relationships between Stibat and the Client, except and insofar as otherwise agreed in writing.
- b. The Agreement between the Parties commences at the moment it is signed by both Parties. Should Stibat start undertaking the Services, with the Client's approval, before the Agreement is signed, then it enters force upon commencement of the work in question and the Client is required to remunerate Stibat for all work actually carried out, even if no Agreement is subsequently concluded.
- c. The Agreement covers all aspects of the relationship between Stibat and the Client in respect of the Services, and upon its signature by both Parties it replaces any previous agreements, understandings or arrangements between them, insofar as is applicable. The Agreement may be amended, if this is agreed in writing.
- d. Stibat is entitled to subcontract third parties to undertake work covered by the Agreement. Unless otherwise agreed, however, Stibat remains solely responsible for the complete provision of the Services, including any so subcontracted. Also, unless otherwise agreed, any third parties subcontracted by the Client or otherwise acting on its behalf are its sole responsibility.
- e. Neither Party may surrender or transfer any of its rights or obligations arising out of the Agreement, either in whole or in part, to any third party without the express prior written permission of the other Party, except in the case of a direct transfer by Stibat of said rights or duties to its duly constituted legal successors.
- f. Unless otherwise agreed, the work undertaken by Stibat for or on behalf of the Client is non-exclusive. Stibat is thus free to enter into agreements with other parties for the provision of equivalent, similar or different Services, even if those other parties are the Client's direct competitors or otherwise have interests contrary to the Client's.

2. Supplementary Services

- a. In addition to those described in the Agreement, the Parties may also agree upon the provision of supplementary Services. These, too, are covered by the present Terms and Conditions.



- b. As far as possible, the nature of any supplementary Services is agreed between the Parties in writing. However, they may also arise out of verbal undertakings or actions on the part of either or both Parties.
- c. If no prices are agreed between the Parties in respect of supplementary Services, then the remuneration payable for them shall be a reasonable amount in line with prices the Parties have previously agreed, in writing or otherwise, for the provision of comparable services.

3. Duration and termination

- a. Unless its terms provide for automatic extension, the Agreement lapses at the end of its defined period. If it has been entered into for the duration of a project or until completion of a particular Service, then it lapses at the moment the said project or Service is completed. How to define such a moment of completion is decided by agreement between Stibat and the Client.
- b. Unless its terms provide otherwise, the Agreement cannot be terminated prematurely without sound and imperative reason. Should either Party fail to fulfil any or all of its obligations arising out of the Agreement for reasons of its own causing, it may avoid such termination by proceeding to fulfil the obligations in question within a reasonable period of time, as long as this can reasonably be deemed acceptable to the other Party.
- c. Either Party may terminate the Agreement with immediate effect, by providing written notification thereof, if and as soon as the other Party applies for administration or bankruptcy, is declared bankrupt or insolvent or is otherwise deprived of control over a significant proportion of its assets. Such immediate termination may also be invoked by either Party if, due to amendment of the relevant legislation or regulations or to suchlike changes affecting third parties necessary for the provision of the Services, it is no longer able to fulfil its obligations arising out of the Agreement in a legal and legitimate manner or would incur unreasonable additional costs in so doing; under such circumstances, the Parties may also decide to revise the Agreement in response to the said amendment or change.
- d. The Agreement may not be terminated with retrospective effect. In the event that it is terminated prematurely, the Client is required to remunerate Stibat as per the provisions of the Agreement for all Services undertaken and costs incurred up until the date of termination. Amounts invoiced by Stibat for Services provided prior to the Agreement being terminated fall due immediately upon its termination.

4. Client's obligations

- a. The Client is required to provide Stibat actively and promptly with all data and information it needs to undertake the Services, in a manner agreed between the Parties. Stibat is entitled to assume without further investigation or checks that all such material is complete and correct, and that Stibat is legitimately permitted to make use of it. Stibat is also entitled to assume without further investigation or checks that any advice it provides to the Client in respect of the Services is accepted and acted upon.
- b. The Client remains solely responsible for the tasks and actions of its own employees and of any delegated personnel, subcontractors and other third parties acting on its behalf.
- c. In order to undertake the Services correctly, Stibat may be reliant upon third parties with whom the Client has a contractual relationship. Unless otherwise agreed, in such cases the Client ensures that those third parties provide their full co-operation in enabling Stibat to undertake the Services correctly.
- d. The Client is required to notify Stibat without delay of any facts or circumstances which may affect the correct provision of the Services.
- e. The Client is required to ensure that it remains in full compliance with its statutory obligations at all times.



- f. Should Stibat enter into a joint Agreement with multiple Clients, all are jointly and severally liable for their full compliance with all the provisions of these Terms and Conditions and of the Agreement.

5. Stibat's obligations

- a. In undertaking the Services, Stibat takes the due care and attention incumbent upon a reasonable, responsible and proficient supplier. This obligation is expressly confined to a commitment to use its best endeavours to this effect, since Stibat is reliant exclusively upon the data and information provided by the Client and is under no obligation to check that such material is complete and correct.
- b. Stibat is required to notify the Client without delay of any facts or circumstances which may affect the provision of the Services.
- c. In undertaking the Services, Stibat complies with all relevant legislation and regulations. Should any particular legislation, statute, regulations, legal framework, code or suchlike directive apply to the Services as provided by Stibat, these are taken as forming an integral part of the Agreement and the Client agrees to respect Stibat's obligations arising out of them.
- d. Amendment of the relevant legislation or regulations may require Stibat to modify the manner in which it undertakes the Services. In any such case, Stibat notifies the Client accordingly and it accepts the changes as necessary, in advance of their implementation, unless they are so consequential in nature that the Client cannot reasonably be expected to accede to them.
- e. If the Services undertaken include advice concerning the interpretation of legislation or regulations, then that advice is confined strictly to the legal or regulatory domains defined by written agreement between the Parties and, unless otherwise agreed in writing, is provided without incurring any liability on the part of Stibat should the said advice subsequently prove incomplete or incorrect.

6. Online services and ICT

Supplementary provisions applicable if Stibat supplies the Client with information and communications technology (ICT) services, which may include online access to Services.

- a. The Client is solely responsible for its own (computer)systems, software and telecommunications facilities, including internet provision, for implementing and upholding adequate security procedures and for good system management, including the use of precautions against data leaks and viruses. If standard software packages are needed in order for Stibat's online services to operate properly, then the Client is solely responsible for their acquisition and installation, and for any associated costs. The decision to purchase any particular equipment or software is entirely at the Client's own risk.
- b. The Client is solely responsible for ensuring that it possesses sufficient in-house know-how, as well as the necessary systems, to supply Stibat with the data it requires in order to undertake the Services. Its submission of this data to Stibat is entirely at the Client's own risk.
- c. Should Stibat permit the Client to access an online service, that permission is strictly limited to a non-transferrable, non-exclusive right to use the said service, including any associated bespoke solutions, for the duration of the Agreement.
- d. Should Stibat supply the Service with access or identification codes, the Client is required to keep them strictly confidential, disclosing them only to duly authorised employees.
- e. Stibat makes every effort to ensure that its ICT services and online access to them function correctly, but can make no guarantee that they will always do so faultlessly and without delays, nor that access will be possible at all times. The Client is required to notify Stibat without delay of any problem it encounters with the functioning of the said services.
- f. The Client is not permitted to make any changes whatsoever to any software or Services supplied by or on behalf of Stibat, and is required to respect all copyrights, brand rights and other intellectual and industrial property rights protecting such software and services.



- g. Stibat is entitled to modify the nature, content or scope of its online and ICT Services at any time. Should such a modification affect the Client's procedures, Stibat provides notification thereof at the earliest opportunity.

7. Operational services

Supplementary provisions applicable if Stibat supplies the Client with operational Services, such as the collection, processing and/or recycling of discarded products.

- a. Stibat handles all products accepted for processing and/or recycling in compliance with the applicable legislation and regulations. Under no circumstances is Stibat ever obliged to accept a product discarded by the Client. If it does agree to do so, but the nature and extent of the safety risk associated with a particular item or group of items is unknown or uncertain, then it is entitled to treat them as being in the highest risk category and to charge the Client for any additional work and costs thus incurred.
- b. If the Client's own means of collection or transport are used, it guarantees that those means are approved for products in question and are compliant with all relevant legislation and regulations. Should they not be so approved, or if they are non-compliant for some other reason, Stibat is entitled to substitute them with a suitably approved and compliant alternative and to charge the Client for any additional work and costs thus incurred.
- c. If Stibat's means of collection or transport are used, the Client is required to ensure that they are handled with all due care and that every effort is made to prevent them suffering damage. Should any such damage occur, either attributable to the Client or whilst it is responsible for the means in question, unless otherwise agreed the Client is required to indemnify Stibat for all resulting costs.
- d. Stibat is entitled to modify the nature, content or scope of its operational Services at any time. Should such a modification affect the Client's procedures, Stibat provides notification thereof at the earliest opportunity.

8. Financial arrangements

- a. Stibat is entitled to remuneration for undertaking the Services, as provided for in the Agreement and any subsequent supplementary agreements. This remuneration can be charged in advance or afterwards. Unless expressly agreed otherwise in writing, this entitlement to remuneration is not linked to results of the work carried out by Stibat.
- b. Unless otherwise agreed, all invoices submitted by Stibat to the Client must be settled within thirty (30) days of the date of issue. If they have not then been settled in full, the Client is in legal default and Stibat is entitled to charge statutory interest on the outstanding amount.
- c. Without prejudice to its other contractual and statutory rights, Stibat is entitled to suspend or terminate provision of the Services, either in whole or in part, in the event that an invoice is not settled in full within thirty (30) days of the date of issue.
- d. Any advance budget or estimate issued by Stibat for undertaking Services or supplementary Services is based upon its prior assessment of the expected nature and extent of the work required, taking into account the provisions of the Agreement. Unless otherwise stated in the Agreement, such a budget or estimate may subsequently be revised should there be reasonable cause so to do – for example, if the work required proves to be more extensive, more complex, more costly or more time-consuming than originally estimated.
- e. Should Stibat enter into a joint Agreement with multiple Clients, all are jointly and severally liable for the settlement of their invoices.
- f. Stibat is entitled to require the Client to provide financial guarantees covering all or part of its commitments to Stibat, in any form determined by Stibat. Should the Client fail to supply such guarantees upon request, Stibat is entitled, without prejudice to its other contractual and statutory rights, to suspend or terminate its fulfilment of the Agreement with direct effect and to demand immediate settlement of all outstanding amounts payable by the Client.



9. Liability

- a. Stibat accepts no liability for any loss or damage arising out of its provision of the Services, including but not limited to operational tasks and online services, whether actually undertaken by itself or by third parties, as a result of the Client or any party acting on its behalf providing incorrect or incomplete data, information or documentation or in any other way misrepresenting the situation in hand, or as a result of such material being withheld or not being provided with due promptness.
- b. Stibat accepts no liability whatsoever for any operational failures or any loss of or damage of any kind to data, commercial agreements, goodwill, turnover or profits, whether or not these might be regarded as direct, indirect or consequential losses, or for any other form of indirect or consequential loss pertaining to the Agreement or the Services.
- c. Stibat's liability towards the Client is strictly limited to loss or damage incurred as a direct consequence of deficiencies, either individual or in a related series, clearly attributable to Stibat in its provision of the Services, and only insofar as such deficiencies are enshrined in an irrevocable ruling by a competent court and are not, or are no longer, capable of rectification. Moreover, the financial extent of such liability is limited to the amount payable by Stibat's liability insurance provider in the case in question, plus the insurance excess payable by Stibat itself.
- d. Should Stibat's liability insurance provider fail to honour a claim in such a case for any reason whatsoever, including the fact that the circumstances in question are not covered by any insurance policy, then Stibat's liability towards the Client is strictly limited to the amount invoiced for undertaking the Services in question. If the duration of the Agreement exceeds one (1) year, moreover, then that amount is limited to the total sum invoiced for the Services in question during the twelve (12) months prior to the occurrence of the loss or damage concerned. In no case may the total amount indemnified pursuant to the terms of the present clause exceed €10.000,- per related series of deficiencies attributable to Stibat.
- e. Should an irrevocable ruling by a competent court overrule or strike down the provisions of the present Article, either in whole or in part, then Stibat's total liability towards the Client for any loss or damage incurred is limited to an amount correspondent with the extent to which that loss or damage is attributable to each Party in the context of their mutual relationship and also taking into account any deficiencies on the part of the claimant and any liability or responsibility attributable to third parties.
- f. The limitations of liability described in the present article lapse if and insofar as an irrevocable ruling by a competent court determines that the loss or damage concerned is attributable to malicious intent or gross negligence on the part of Stibat or its directors.
- g. The Client remains fully entitled to take any and all appropriate measures to limit loss or damage, whether or not attributable to Stibat either in whole or in part. Stibat equally retains the right to limit or rectify any loss or damage by restoring or improving the Services being provided.
- h. The Client exempts and discharges Stibat from all liability for the consequences of any loss or damage incurred as a result of third-party claims pertaining to the Agreement, except and insofar as an irrevocable ruling by a competent court determines that the loss or damage concerned is attributable to malicious intent or gross negligence on the part of Stibat.

10. Intellectual property

- a. In fulfilling the Agreement and providing the Services, Stibat in no way transfers any intellectual property rights owned by Stibat or any third party. Any such rights created under or arising out of the Agreement become the property of Stibat.
- b. The Client is expressly forbidden from disseminating, disclosing or otherwise exploiting for its own benefit any aspect of the Services or any associated product which is protected by intellectual property rights owned by, licensed to or otherwise held by Stibat, including but not



limited to online service, portals, computer programs, system designs, working methods, recommendations and advice, model and specific contracts, reports, templates and other intellectual products.

- c. Without Stibat's express prior written consent, the Client is not permitted to make any of the intellectual property described in the previous clause available to any third party, whether or not it does so in return for payment.

11. Confidentiality

- a. Should either Party come into possession of Confidential Information in fulfilment of the Agreement, the receiving Party may not disclose any part of it to any third party without the express permission of the issuing Party, except and insofar as it may need to reveal such information to its own legal advisers in order to clarify its legal position in any respect, is permitted to do so under the terms of the Agreement – for inclusion in reports to the government, for example – or is required to do by law, for use in legal proceedings or under statutory regulation or inspection regimes. This duty of non-disclosure lapses if and insofar the Confidential Information in question is already in the public domain or enters it other than by breach of the duty of non-disclosure on the part of the receiving Party, and it does not apply to information produced by the receiving Party independently of that provided by the issuing Party.
- b. The Client acknowledges that, in undertaking the Services, Stibat and its employees acquire general knowledge, experience, know-how, skills and ideas for their own use. Notwithstanding any provision to the contrary in these Terms and Conditions, the Client accepts that Stibat may make use of such knowledge, experience, know-how, skills and ideas in the service of its other clients. The Client further agrees that, as long as such material is sufficiently anonymised to be no longer linkable to any individual person or legal entity, Stibat may make use of Confidential Information obtained from the Client for research and advisory purposes, including but not limited to benchmarking, and may also share it internally for the same purposes.
- c. The Client may use advice and reports provided by Stibat only for the purposes described in the Agreement. Without Stibat's express prior written consent, the Client is not permitted to disclose any part of any such advice or report to any third party unless and insofar as it has been provided with the express intention that the Client make it public. Prior to its disclosure of any document not classified as "public" to any third party, the Client notifies Stibat of its intention to do so.
- d. Unless expressly agreed otherwise in writing, all Services are provided exclusively for the benefit of the Client. The mere fact that a party other than the Client gains access to advice or a report issued by Stibat does not create any duty of care towards or professional relationship with that party, nor does it mean that Stibat accepts any liability towards it now or in the future. Should any third party be provided with copies of its reports or advice, information derived from them or any other material related to its Services, then, this in no way engenders any duty of care or creates any liability on Stibat's part towards that party or any subsequent recipient of the copies.

12. Data protection

- a. In undertaking the Services or in fulfilling its statutory requirements, Stibat may collect personal data pertaining to the Client, its employees or other persons associated with it.
- b. In order to optimise the services of Stibat and in order to contact the Client, its employees or other persons associated with it, on its own behalf and on that of third parties, Stibat may process personal data.
- c. In processing personal data for the purposes described, Stibat complies fully with the relevant legislation and regulations.
- d. The Client has its own independent duty to comply with all applicable national and international data-protection legislation and regulations. Stibat accepts no liability whatsoever



for any loss or damage arising out of any failure on the part of the Client to fulfil this duty, and the Client exempts and discharges Stibat from the consequences of any third-party claims in that respect.

13. Miscellaneous

- a. Use of names, trademarks, etc. Stibat and the Client agree that, without the prior written consent of the other Party, neither will make any use of the other's name, trademarks, service marks, logos, trading names or branding, with the sole exception that Stibat may cite the Client's name and the Services in marketing and publicity material as evidence of its experience, as well as for internal purposes.
- b. Use of electronic communications. Except and insofar as is otherwise agreed in writing between them, the Parties may assume that correctly addressed and successfully sent fax messages, e-mails – whether over a private network or the internet – data files and voicemails to the other Party have been received by it. This applies whether or not the communication in question contains Confidential Information or documents pertaining to the Agreement. The Parties acknowledge that, by definition, the internet is insecure, that data may be damaged, that messages are not always delivered immediately or at all and that all electronic communications are at risk from viruses and data leaks. They therefore each accept full responsibility for safeguarding their own systems and, to the extent allowed by law, discharge the other Party from any liability whatsoever in respect of loss, damage or omissions arising out of the use of the internet or the use by Stibat of the Client's own networks, applications, electronic data or other systems.
- c. Recruitment ban. Stibat and the Client agree that, without the consent of the other Party, neither will directly or indirectly approach, engage or recruit any employee of the other Party who has direct, substantive contact with its own personnel in respect of the Services, both during the term of the Agreement and for a period of twelve (12) months after its termination.
- d. Force majeure. Neither Party is in any way liable for any failure to meet its obligations under the Agreement, or to do so on time, if that failure is directly or indirectly attributable to circumstances beyond its control, these including a situation in which an essential third party declines to co-operate in the fulfilment of its tasks or duties.
- e. Limitation of claims. Without prejudice to the Client's obligation to make any claim pertaining to a deficiency on Stibat's part in its fulfilment of the Agreement at the earliest opportunity, all claims by the Client in respect of the Agreement or the Services lapse one year after they arise under the applicable legislation or regulations.
- f. Applicable law and competent court. The Agreement and all related matters, including interpretations, are governed exclusively by Dutch law. The Parties make every effort to resolve any dispute or claim arising out of or related to the Agreement or any supplementary Services by negotiation. Should that process fail to reach a satisfactory outcome, the District Court in Rotterdam is granted sole jurisdiction over the matter unless, for reasons of its own choosing, Stibat prefers to refer a dispute to another court with valid legal jurisdiction.