

## Terms & Conditions of Sale (“T&Cs”) of HVA International B.V. and its Subsidiaries (hereinafter “HVA”)

### 1 Scope of Application

1.1 Any contract concluded between HVA and any third party (“Customer”) for the sale by HVA to the Customer of any services, and the purchase of such Services by the Customer from HVA including the Commercial Terms, and, if applicable, the Additional Conditions (as defined in clause 16.7 below) (collectively, a “Contract”), shall be subject to these T&Cs, unless HVA expressly agrees otherwise in writing. All other terms and conditions are excluded, including any terms and conditions which the Customer purports to apply under any purchase order, order confirmation or otherwise.

1.2 “Commercial Terms” shall mean any document (including e-mail) of HVA that sets out one or more commercial terms such as delivery term, Service price, quantity and description of services, and duration.

In the event of a conflict between these T&Cs and a Contract, the Commercial Terms shall have priority, followed by the Additional Conditions, and these T&Cs.

### 2 Orders, Offers, and Formation of Contract

2.1 Each order or acceptance of a quotation of HVA by the Customer shall be deemed to be an offer by the Customer to HVA to purchase services subject to these T&Cs (and the Additional Conditions, where applicable). A Contract is formed when the Customer order (or similar offer) is accepted by HVA in writing, including by way of a written order confirmation. HVA shall be entitled to accept or reject each and every order (or similar offer) in its sole discretion.

2.2 Unless expressly agreed otherwise in writing by HVA, the Customer shall not be entitled to cancel a Contract. HVA shall be entitled to change or cancel a Contract at any time prior to delivery, on written notice to the Customer.

### 3 Warranties

3.1 HVA warrants to the Customer that all Services provided to the Customer (a) will on delivery comply with such specifications as may have been agreed by HVA and the Customer in writing (the “Specifications”), (b) are offered in accordance with good consulting practices, (c) are subject to control in order to ensure compliance with the foregoing, and (d) will be free of any liens and encumbrances on delivery. No other warranties (whether express or implied) are given by HVA.

3.2 The Customer warrants to HVA that (a) it will not, and shall procure that its employees, agents and / or sub-contractors shall not, offer to, solicit or accept from any public official or private person any undue pecuniary or other advantage in connection with any Contract, and (b) where applicable, the Customer’s services, into which any IP related objects (in the widest sense of the term) are incorporated, do not infringe on the intellectual property rights of any third party.

### 4 Prices and Payment

4.1 If and to the extent HVA’s service fees (“Fees”) are based on price lists of HVA the Fees stated in the current Fees list at the time of delivery of the Services shall, in each case, apply. HVA shall be entitled to adjust the Fees, and / or to amend the Fees-list (collectively, an “Amendment”), provided that HVA shall notify the Customer of any such Amendment in writing as soon as possible, but ultimately before the effective date of any such Amendment. If the Customer should not agree to a proposed Amendment, either party shall be entitled to terminate the Contract on providing reasonable written notice to the other party, and without being liable to pay any type of compensation to the other party.

4.2 The Fees shall be exclusive of any taxes, duties, levies and / or any other surcharges, all of which shall be for the account of the Customer.

4.3 Payment shall be made at the time agreed in the Contract or, if no time has been agreed, within 14 days of the invoice date, in the currency stated in the invoice and in the manner stipulated in the invoice. HVA shall be entitled at all times to demand full or partial advance payment and / or to otherwise require security for payment. The Customer shall pay all invoices of and sums due to HVA in full without any deduction, withholding, counter-claim or set-off of any nature whatsoever.

4.4 If the Customer fails to remit any payment due, all amounts owed by the Customer to HVA shall immediately become due and payable, and the Customer shall be in default without notice of default being required to be given.

### 5 Delivery

5.1 The method of delivery of the Services will be agreed in the offer or the Contract. In the event that a Contract should not contain any provisions in this regard, deliveries will be effected by HVA’s premises, or such other place as may be agreed to by HVA in each case in accordance with the latest applicable version of the Incoterms. HVA reserves the right to deliver in parts (e.g. a report can be delivered based on its topics per topic).

5.2 Time of delivery shall not be of the essence.

### 6 Risk and Ownership

6.1 The risk in the purchased Services shall transfer to the Customer at the time at which HVA offers the Deliverables (draft- and final reports, etc.).

6.2 Title to the deliverables delivered to the Customer shall not pass from HVA to the Customer unless and until the Customer has fulfilled all and any payment obligations that it may have towards HVA howsoever arising.

### 7 Intellectual Property Rights

7.1 All intellectual / industrial property rights and / or know-how in and / or related to the Services are owned by and shall remain the property of HVA. No IP right shall be transferred to the Customer by virtue of any Contract or similar document, and no licenses to any IP right shall be granted to the Customer, even if the services including report, drawings of processing facilities etc. have been designed, developed and / or written specifically for the Customer.

7.2 The Customer shall immediately alert HVA in writing if it becomes aware that a third party infringes or threatens to infringe any IP right of HVA or if third parties should be of the view that any deliverables infringe their own industrial or intellectual property rights or know how.

### 8 Confidentiality

8.1 The Customer shall, and shall procure that its officials, employees, agents, sub-contractors and / or any other parties engaged by it shall, protect the confidentiality of all confidential or proprietary information that it may obtain from and / or relating to HVA (“Confidential Information”), whether such information is designated as confidential or not, and shall not use such Confidential Information other than to comply with its obligations in terms of any Contract and / or these T&Cs.

8.2 If the Customer should be obliged to disclose Confidential Information on the basis of a court or regulatory order, the Customer shall be entitled to do so, provided that it obtains the prior written approval from HVA and limits such disclosure to the necessary minimum. HVA shall not unreasonably withhold its approval.

### 9 Force Majeure

9.1 Either party shall be entitled to invoke force majeure if the implementation of a Contract, in whole or in part, temporarily or not, should be delayed or impeded by circumstances reasonably outside such party’s control (a “Force Majeure Event”), including, but not limited to, trade embargoes, strikes, civil commotion, terrorism, acts of God such as lightning strikes, work-to-rule and lockouts, illness of consultants, delayed deliveries to such party by third parties of ordered services in circumstances other than can be imputed to such party, accidents, breakdowns, animal diseases, unforeseeable problems with systems or traveling, devaluation, increasing of levies or taxes of whatever nature, significant change of fees or energy, and lapse, withdrawal or non-extension of the required permits, certificates, licences and such like.

9.2 In the case of a Force Majeure Event on the part of either party, this party shall promptly notify the other party of such Force Majeure Event in writing and the obligations of that party shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other party shall also be suspended without liability for breach or non-performance.

If a Force Majeure Event affecting a party can reasonably be expected to continue in excess of two months, or has already lasted for a period of two months, the other party may terminate the Contract on written notice to the affected party with immediate effect, without thereby creating any rights to compensation.

### 10 Inspection, Notification, and Claims

10.1 The Customer shall, following delivery to it of any deliverables, promptly conduct an inspection of such deliverables. Any discrepancies or inconsistencies shall be notified by the Customer to HVA in writing within two business days of the delivery of the Deliverables.

10.2 Hidden discrepancies or inconsistencies shall be notified by the Customer to HVA in writing within two business days after their discovery, but in any event by no later than six months following delivery of the deliverables (e.g. draft, final and intermediate reports) in question.

10.3 Any notices shall contain an accurate description of the (alleged) defect. Neither the provision of a notice to HVA nor the institution of a claim in any other manner shall relieve the Customer from its payment obligations.

- 10.4 Failure by the Customer to comply with the notification periods stated above shall preclude the Customer from making any claims against HVA. No claims shall in any event be made against HVA if the provided instructions have been followed by or for the Customer, incorrectly or contrary to any instructions given by or on behalf of HVA
- 10.5 In cases of a justified and timely claim relating to a deliverable, the sole remedy available to the Customer shall be to make the necessary amendments to the deliverable by HVA at no charge to the Customer, or the crediting by HVA to the Customer of the fees paid by the Customer for the portion (%) of the discrepancies in the deliverable, as shall be decided and agreed by the parties in writing.
- 11 Liability**
- 11.1 In all cases in which HVA is obliged to pay damages, these shall be limited per calendar year to an amount equal to the total value of the invoices (excluding VAT) paid by the Customer under a Contract for the particular type of Services in such calendar year, but in any event to an aggregate maximum of EUR 20,000 (twenty thousand Euro) for all and any claims against HVA shall in no event be liable for any loss of income or profits, loss of business or clients, loss of goodwill, loss of use, increased cost of working, penalties, fines, and, punitive damages, damage resulting from late delivery, damage to reputation, or any special, indirect or consequential damages or losses arising out of or in connection with any Contract.
- 11.2 The limitations described herein shall not apply in case of gross negligence or wilful misconduct of HVA.
- 12 Miscellaneous Customer Obligations**
- 12.1 The Customer shall at all times refrain from doing anything that might adversely influence the reputation of HVA and/or any of the other intellectual property of HVA .
- 12.2 The Customer shall not, without the prior written permission of HVA make any (direct or indirect) use of its relationship with HVA for promotional activities or other purposes.
- 12.3 The Customer shall indemnify and hold harmless HVA with respect to any claim, loss, suit, cost, expense, liability, and / or judgment suffered by HVA in any way connected with any deliverable, including as a consequence of (a) errors and / or omissions in the deliverable, (b) the infringement of third party intellectual property rights by the deliverable, and (c) misleading and / or illegally obtained information.
- 13 Termination**
- 13.1 HVA shall be entitled to suspend the execution of a Contract, or to terminate a Contract (whether in full or in part, and whilst retaining all of its rights to compensation for costs and damages) with immediate effect on written notice, if:
- (a) the Customer fails to meet one or more of its obligations, or if it is established that full compliance will be impossible;
- (b) the Customer commits any serious misconduct, or any intentional, negligent or tortuous act;
- (c) the Customer contravenes any policy of conduct of HVA
- (d) any advantage is offered or granted by the Customer in connection with the formation or execution of the Contract to a person forming part of HVA
- (e) the Customer is declared bankrupt, or (provisional) suspension of payment is requested, if its business is liquidated or discontinued or it is otherwise insolvent; or
- (f) in the opinion of HVA major changes are made to the direct or indirect ownership or control ratios at the business of the Customer.
- 13.2 HVA shall be entitled, at any time and for any reason, to terminate a Contract on three months' written notice to the Customer.
- 13.3 Both parties shall be entitled to terminate a Contract in accordance with the provisions of clause 10 (Force Majeure) hereof.
- 13.4 If and when terminated in accordance with the foregoing provisions, the Customer shall not have any claims against HVA as a consequence of such termination.
- 14 Miscellaneous**
- 14.1 HVA shall be entitled to subcontract the obligations it is to perform in terms of any Contract. HVA shall be entitled to delegate authority to execute any Contract on its behalf to any of its affiliates.
- 14.2 All notices, requests, demands, waivers, consents, approvals and / or other communications (collectively, "Notices") required in terms hereof (or the Additional Conditions, where applicable) to be given in writing, may also be given electronically (i.e. by e-mail), with the exception of (a) any Notices to be given in terms of clause 13 (Termination) above, and (b) any modifications and / or alterations of the provisions hereof (and the Additional Conditions, where applicable), both of which shall be given and made in writing other than by e-mail.
- 14.3 These T&Cs and the Additional Conditions (where applicable) have been drawn up in the English language. All Notices and other documents in terms of any Contracts and these T&Cs shall be in the English language, unless otherwise agreed by HVA in writing. Any translations into other languages of these T&Cs and the Additional Conditions (where applicable), shall be for purposes of convenience only.
- 14.4 If one or more of the provisions of these T&Cs should be held to be invalid or ineffective by a competent court of law, the remaining provisions shall continue in full force and effect.
- 14.5 Any disputes in connection with a Contract, and / or these T&Cs, shall be exclusively subject to the laws of The Netherlands. The Court of North or Midden-Nederland, The Netherlands, shall have jurisdiction.