

GENERAL TERMS AND DELIVERY CONDITIONS CINOP

1. General

The General Terms And Delivery Conditions apply to all offers, activities, tenders and agreements, where Stichting CINOP – eco, respectively CINOP Holding B.V., respectively CINOP B.V., respectively CINOP Global B.V., is a party. These legal entities are hereinafter referred to as CINOP.

2. Basis of tenders

CINOP tenders are based on information provided by the client. The client guarantees that he provides all essential information to his best knowledge for the organisation and execution of the project. CINOP will carry out its activities to the best of our knowledge and ability in a professional manner.

3. Time span

If CINOP is dependent on client information, data or co-operation, CINOP is not liable for delays in the realisation of its work, if it arises because the client does not, not fully or not timely fulfill his contribution.

4. Staff

CINOP may change the staff responsible for carrying out the assignment, if CINOP believes this is desirable or necessary. As a result, however, the quality of the activities may not decrease, or the continuity of the assignment may be influenced unfavourably for the client. Any staff change may occur upon request of the client in consultation with CINOP.

5. Rates and costs

The tender offered by CINOP contains the rates of the assignment and related costs. CINOP either employs a fixed price or a price based on subsequent calculation, where a fee has been agreed for staff and material expenses in advance.

The rates and quotation amounts used by CINOP are based on a current price level. Insofar as work by CINOP is performed on the basis of tenders made later than six months after the date of the offer, CINOP reserves the right to increase the tariffs and the quotation amounts without prior consultation for the consequences of demonstrable labour cost increases that have occurred in the meantime up to an annual maximum of 5 percent.

6. Payment conditions

The payment of any invoice must be made within three weeks after the invoice date. Legal interest is charged after the due date without the requirement of a proof of default.

If the client believes that the charged invoice amount is incorrect, the client can inform CINOP of his objections in writing before the due date of the invoice. After receipt of the objection, CINOP will start an investigation into the correctness of the invoice amount. CINOP will inform the client about the result of its investigation in writing.

If the objection is valid, CINOP will credit the invoice in question and send a new invoice, of which the due date will also be three weeks after the invoice date.

If the objection is invalid, a seven-day payment period of the invoice in question applies after the date of CINOP's written message regarding the invalidity of the objection.

If the client is in default or omission in the (timely) fulfillment of his obligations, then all extrajudicial (collection) costs (including the costs incurred for the preparation and sending of reminders, the conducting settlement negotiations and other actions in preparation for possible legal proceedings) as well as judicial costs shall be borne by the contractor. The extrajudicial collection costs are calculated on the basis of the report Voorwerk II and are increased by a € 25.00 registration fee.

7. Assignment alteration

The client accepts that the time schedule of the assignment may be influenced if the parties change their mind regarding the approach, the working method or the scope of the assignment and/or the resulting

activities are extended or altered. Such an amendment with the resulting price mutation will only bind the parties after it has been agreed in writing.

8. Early termination

Both parties may unilaterally terminate the agreement prematurely, if this is reported to the opposite party in writing stating the reason, observing a cancellation period of at least one calendar month. Reason for termination may be that the relevant party can not reasonably be expected to maintain the agreement in fairness.

8.1 Early termination by the client

If the client terminates the agreement prematurely, he is obliged to reimburse the full contract sum of the assignment to CINOP, unless otherwise agreed by both parties.

8.2 Early termination by the contractor

CINOP may only make use of its early termination authority, if facts and circumstances beyond its own sphere of influence occur, because of which **the client cannot demand completion of the assignment** in fairness. CINOP reserves the right to claim payment of the invoices for work carried out until then, where the customer will have insight into the provisional results of the work done until then without restriction.

9. Financial security

If either party becomes bankrupt, obtained suspension of payment or ceases its business operations, the other party has the right to terminate the existing agreement with immediate effect.

CINOP has the right to demand security from its client for the payment of the assignment CINOP is currently working on, if the client is affected by an attachment that may affect the client meeting his obligations towards CINOP. If the client, on request, can not or does not wish to provide the relevant security, CINOP has the right to terminate the agreement with immediate effect and all outstanding invoices become immediately due and payable.

10. Intellectual ownership

Unless otherwise agreed by the parties, all products made by CINOP are the intellectual ownership of CINOP and this ownership is not transferred upon delivery of the product.

If the parties have agreed that the intellectual ownership of a certain product is transferred to the contract partner, all related ideas, knowledge, principles, methodologies and models remain at CINOP. CINOP is free to use these in any way provided that this does not result in a product that is identical to the supplied product in question.

11. Confidentiality

CINOP is sworn to secrecy of all information and data of the client to third parties. In the framework of the assignment CINOP will take all necessary measures to protect the interest of the client. The client will not inform third parties about the approach of CINOP, its methodology, etc. without prior written consent from CINOP, nor will he make correspondence between the parties available to third parties.

12. Liability

CINOP is liable for shortcomings in the realisation of the assignment, insofar as this is the consequence of non-observance by CINOP of the care, expertise and professionalism the client can expect in fairness. Liability for damage caused by shortcomings is limited to the amount and/or the price CINOP has received for its work as part of the assignment. If the assignment has not yet been completed, the total invoice amount of currently charged invoices applies.

Any claims by the client must be submitted to CINOP within one year after the damage has been discovered.

13. Privacy

Client is responsible within the meaning of the General Data Protection Regulation. CINOP is the Processor within the meaning of the General Data Protection Regulation.

In the performance of its activities, CINOP will process the (personal) data for the purpose set by the client and not for any other purpose.

CINOP will apply a high degree of care during processing in accordance with the legal obligations arising from the General Data Protection Regulation.

CINOP will process personal data for the benefit of the client for the duration of the agreement.

CINOP informs the client within four working days about every request and / or every complaint from the supervisory authority or the person concerned with regard to the personal data processed in the execution of the agreement.

CINOP cooperates with the client when the person makes a request to exercise his or her rights.

CINOP informs the client within four working days about any (legal) obligation to share personal data with third parties.

CINOP informs the client about a possible data breach within 24 hours after discovering it. CINOP will then keep the client informed of new developments surrounding the data breach.

CINOP will provide all necessary information in case of a data breach.

Client indemnifies CINOP for (consequential) damage and / or any liability arising from a data breach. Any costs for a data breach will be charged to the client.

CINOP is not liable for (consequential) damage and / or any liability of the client by unlawful acquisition of personal data and / or unlawful processing of personal data made available to CINOP for the benefit of the services of CINOP.

CINOP is entitled to accept any liability limitation of third parties engaged by it without prior consultation with the client (also) on behalf of the client

The third parties engaged by CINOP may use cookies, pixels and comparable technologies to collect (personal) data.

External communication and communication with the supervisory authority about the data breach will always take place in consultation between CINOP and the client.

When the agreement between CINOP and client ends, CINOP will return the personal data that it has processed in the performance of the agreement (return) to the client and / or destroy it.

14. Applicable law

The agreement between the parties is governed by Dutch law. The competent court with regard to the agreement is that of the District Court of East Brabant.