



GENERAL TERMS AND CONDITIONS OF SKILSS FOUNDATION

Article 1 General

- 1.1. These conditions apply to every offer, quotation and agreement between SKILSS foundation, hereinafter referred to as the Contractor, and a Client to which the Contractor has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing;
- 1.2. The present terms and conditions also apply to agreements with the Contractor, for the execution of which the Contractor must involve third parties;
- 1.3. The applicability of any purchase or other conditions of the Client is expressly rejected;
- 1.4. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the original provisions;
- 1.5. if there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, the explanation must take place 'in the spirit' of these provisions;
- 1.6. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions;
- 1.7. If the Contractor does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would to any extent lose the right to demand strict compliance with the requirements in other cases.

Article 2 Quotations and offers

- 2.1 All quotations and offers from the Contractor are without obligation, unless a term for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the service or service to which the

quotation or offer relates is no longer feasible in the meantime;

- 2.2 The Contractor cannot be held to his quotations or provisions of these terms and conditions if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error;
- 2.3 The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administration costs, unless indicated otherwise;
- 2.4 If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise;
- 2.5 A composite quotation does not oblige the Contractor to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Contract duration, terms, changes and price increase

- 3.1 The agreement between the Contractor and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing;
- 3.2 If a term has been agreed or specified for the performance of certain activities, this is never a strict deadline. If a term is exceeded, the Client must therefore give the Contractor written notice of default. The Contractor must be offered a reasonable term to still implement the agreement;
- 3.3 The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science known at that time;
- 3.4 The Contractor has the right to have certain activities performed by third parties. The applicability of Sections 7:404, 7:407(2) and



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- 7:409 of the Dutch Civil Code is expressly excluded;
- 3.5 If the Contractor or third parties engaged by the Contractor perform work in the context of the assignment at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge;
- 3.6 The Contractor is entitled to execute the agreement in different phases and to invoice the part thus executed separately;
- 3.7 If the agreement is executed in phases, the Contractor may suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing;
- 3.8 The Client shall ensure that all data, which the Contractor indicates are necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, are provided to the Contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the Client in accordance with the then usual rates. bring. The execution period will not commence until after the Client has made the data available to the Contractor. The Contractor is not liable for damage, of whatever nature, because the Contractor relied on incorrect and/or incomplete information provided by the Client;
- 3.9 If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement it, the parties will proceed to adjust the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or direction of the Client, of the competent authorities, etc., is changed and the agreement is changed in qualitative and/or quantitative terms as a result, this may have consequences. for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will provide a price quote in advance as much as possible. Furthermore, by changing the agreement, the originally stated term of execution can be changed. The Client accepts the possibility of amending the agreement, including the change in price and term of execution;
- 3.10 If the agreement is changed, including a supplement, the Contractor is entitled to implement it only after the Client has agreed to the price and other conditions stated for the performance, including the time to be determined at which time it will be implemented. will be. Not or not immediately executing the amended agreement does not constitute a breach of contract on the part of the Contractor and is not a ground for the Client to terminate or cancel the agreement;
- 3.11 Without being in default, the Contractor may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered in that context;
- 3.12 If the Client should be in default in the proper fulfilment of what he is obliged to towards the Contractor, then the Client is liable for all damage on the part of the Contractor as a result, directly or indirectly;
- 3.13 If the Contractor agrees a fixed fee or fixed price with the Client, the Contractor is nevertheless entitled at all times to increase this fee or this price without the Client being entitled in that case to dissolve the agreement for that reason, if the an increase in the price results from a power or obligation under the law or regulations or on other grounds that were not reasonably foreseeable when the agreement was entered into.
- Article 4 Suspension, dissolution and termination of the agreement**
- 4.1 The Contractor is authorized to suspend the fulfilment of the obligations or to dissolve the agreement, if (a) the Client does not fulfil the obligations under the agreement, not fully or not on time, (b) after the conclusion of the agreement, the Contractor informs circumstances arise give good grounds to fear that the Client will not fulfil its obligations, (c) if the Client was requested to provide security for the fulfilment of its obligations under the agreement when the agreement was concluded and this security is not provided or is insufficient or (d) if due to the delay on the part of the Client, the



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Contractor can no longer be expected to perform the agreement under the originally agreed conditions;

- 4.2 Furthermore, the Contractor is authorized to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be expected of the Contractor. required;
- 4.3 If the agreement is dissolved, the Contractor's claims against the Client are immediately due and payable. If the Contractor suspends the fulfilment of its obligations, it will retain its rights under the law and the agreement;
- 4.4 If the Contractor proceeds to suspension or dissolution, it is in no way obliged to compensate damage and costs incurred in any way as a result;
- 4.5 If the dissolution is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result;
- 4.6 If the Client fails to fulfil its obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, due to breach of contract, is obliged to pay compensation or indemnification;
- 4.7 If the agreement is terminated prematurely by the Contractor, the Contractor will arrange for the transfer of work still to be performed to third parties in consultation with the Client. This unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified term, unless the Contractor indicates otherwise;
- 4.8 In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, debt restructuring or any other circumstance as a

result of which the Client can no longer can freely dispose of its assets, the Contractor is free to terminate the agreement with immediate effect or to cancel the agreement, without any obligation on its part to pay any compensation or compensation. In that case, the Contractor's claims against the Client are immediately due and payable.

Article 5 Force majeure

- 5.1 The Contractor is not obliged to fulfil any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account under the law, a legal act or generally accepted standards;
- 5.2 Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfil its obligations. come. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after the Contractor should have fulfilled its obligation;
- 5.3 The Contractor may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage;
- 5.4 Insofar as the Contractor at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement or will be able to fulfil them, and the part fulfilled or to be fulfilled has independent value, the Contractor is entitled to fulfil or fulfil the obligations already fulfilled. part to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

- 6.1 Payment must always be made within 14 days of the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise



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- indicated in writing by the Contractor. The Contractor is entitled to invoice periodically;
- 6.2 If the Client fails to pay an invoice on time, the Client is legally in default. The Client will then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount owed;
- 6.3 The Client is never entitled to set off the amount owed by it to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client who cannot invoke Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason;
- 6.4 If the Client is in default or in default in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. However, if the Contractor has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

Article 7 Liability

- 7.1 If the Contractor should be liable, this liability is limited to what is arranged in this provision;
- 7.2 The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client;
- 7.3 If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of twice the invoice value of the order, at least to that part of the assignment to which the liability relates;

- 7.4 The Contractor's liability is in any case always limited to the amount paid out by its insurer, where appropriate;
- 7.5 The Contractor is only liable for direct damage;
- 7.6 Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate the Contractor's defective performance to the the agreement, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. The Contractor is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption;
- 7.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

Article 8 Intellectual ownership

- 8.1 The Contractor reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained by the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

Article 9 Applicable law and disputes

- 9.1 All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is wholly or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded;
- 9.2 The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.



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Article 10 Location and change of conditions

- 10.1 These terms and conditions have been filed with the Chamber of Commerce on November 15, 2021;
- 10.2 The most recently filed version or the version that applied at the time of the establishment

of the legal relationship with the Contractor is always applicable;

- 10.3 The Dutch text of the general terms and conditions is always decisive for the explanation thereof.