

General Terms of Service of:  
Bluecan B.V.  
Edisonweg 41 C8  
4382 NV Vlissingen  
Hereinafter to be referred to as: Bluecan

## Article 1 | Definitions

In these general terms and conditions the following definitions shall apply:

- Bluecan: trade name of Bluecan B.V.
- Contractor: Bluecan B.V.
- Client: the other party of Bluecan B.V.
- Contract: the contract for the provision of services, including the Contract for Assignment.
- Intellectual Property: the copyrights, trademark rights, patent rights or any other intellectual property rights to the services rendered or goods supplied by or on behalf of Bluecan, which rights are owned by Bluecan or Bluecan's licensors, including but not limited to: analyses, reports, designs, advice, sketches, documentation, manuals, models, techniques, tools, and software/software which have been or are used in connection with the performance of the agreement between Bluecan and the Client.

## Article 2 | General

1. These conditions apply to any offer, quotation and contract between Bluecan and a client to which Bluecan has declared these conditions applicable, to the extent that these conditions have not been expressly deviated from by the parties in writing.
2. The present conditions also apply to all agreements with Bluecan, the performance of which requires the involvement of third parties.
3. Any deviations from these general conditions are only valid if expressly agreed in writing.
4. Purchase or other conditions of the client are not applicable.
5. Should any of the provisions of these general terms and conditions be invalid or be annulled, the remaining provisions of these general terms and conditions shall continue to apply in full. Bluecan and the client shall then consult to agree new provisions to replace the void or voided provisions, whereby the purpose and purport of the original provision shall be observed if and to the extent possible.
6. Deviating clauses only apply if Bluecan and the client have agreed to them in writing and then only to the contract in which such clauses have been agreed; in all other respects these general terms and conditions remain in force.
7. If any uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation should be made 'in the spirit' of these provisions.

## Article 3 | Offers

1. The quotations, offers, proposals and/or price quotations made by Bluecan are without engagement; they are valid for 30 days, unless otherwise indicated. Bluecan is only bound to the offers if the acceptance thereof is confirmed by the other party in writing within 30 days, unless otherwise indicated.
2. The prices stated in the said offers are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the contract, including shipping and administrative costs, unless otherwise stated and unless the other party is a consumer, not acting in the course of a profession or business.
3. If the acceptance deviates from the offer included in the quotation, Bluecan shall not be bound by it. The contract shall then not be concluded in accordance with this deviating acceptance, unless Bluecan indicates otherwise.
4. A composite quotation does not oblige Bluecan to perform part of the assignment at a corresponding part of the quoted price.
5. Bluecan cannot be held to its offers if the Client could reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake or slip of the pen.

## Article 4 | Execution of the contract

1. Bluecan shall execute the contract to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this based on the then current state of knowledge.
2. If and insofar as the proper performance of the contract so requires, Bluecan shall be entitled to have certain work carried out by third parties. Article 7:404 of the Dutch Civil Code, which stipulates that Bluecan shall carry out the order itself, and article 7:407 paragraph 2 of the Dutch Civil Code, which holds Bluecan jointly and severally liable for third parties, are expressly not applicable.
3. The client shall ensure that all data, which Bluecan indicates to be necessary or which the client should reasonably understand to be necessary for the performance of the contract, are provided to Bluecan in good time and in full. If the data required for the performance of the contract have not been provided to Bluecan in time or in full, Bluecan shall be entitled to suspend the performance of the contract and/or to charge the client for any additional costs resulting from the delay in accordance with the customary rates.

4. Bluecan shall not be liable for any damage, of whatever nature, where incorrect and/or incomplete information has been provided by the client, unless Bluecan should have been aware of such incorrectness or incompleteness.
5. If it has been agreed that the contract will be performed in stages, Bluecan may suspend the performance of those parts belonging to a subsequent stage until the client has approved in writing the results of the preceding stage.
6. If any work is performed by Bluecan or any third party engaged by Bluecan in the context of the order at the client's premises or at a location designated by the client, the client shall provide, free of charge, the facilities reasonably required by those employees.
7. The client shall indemnify Bluecan against any claims of third parties who suffer damage in connection with the performance of the contract which is attributable to the client.

#### **Article 5 | Amendment of the contract**

1. If during the execution of the contract it appears that for a proper execution it is necessary to change or supplement the work to be done, the parties shall in due time and in mutual consultation amend the contract accordingly.
2. If the parties agree that the contract is amended or supplemented, the time of completion of the performance may be affected as a result. Bluecan shall inform the client as soon as possible.
3. If the amendment or supplement to the contract has financial and/or qualitative consequences, Bluecan shall inform the client in advance.
4. If a fixed fee has been agreed, Bluecan shall indicate to what extent the amendment or supplement to the contract will result in an increase of this fee.
5. Amendment of the contract shall not constitute a breach of contract by Bluecan within the meaning of Article 6:74 of the Dutch Civil Code.

#### **Article 6 | Contract duration and implementation period**

1. The contract between Bluecan and a client is entered into for an indefinite period, unless the nature of the contract dictates otherwise or the parties expressly agree otherwise in writing.
2. If within the term of the contract a deadline has been agreed for the completion of certain work, this is never a fatal deadline. If the term of execution is exceeded, the client should therefore give Bluecan written notice of default.

#### **Article 7 | Fees**

1. The fee shall be determined in a contract for services.
2. If no fixed fee is agreed, the fee shall be determined on the basis of hours actually worked. The fee will be calculated in accordance with Bluecan's usual hourly rates, applicable for the period in which the work is being performed, unless a different hourly rate has been agreed.
3. The fee and any cost estimates are exclusive of VAT.
4. For assignments with a duration of more than three months, the costs due will be charged periodically.
5. If Bluecan agrees a fixed fee or hourly rate with the client, Bluecan shall nevertheless be entitled to increase such fee or rate.
6. Furthermore, Bluecan is entitled to pass on price increases if between the time of the offer and the delivery, the rates in respect of e.g. wages have increased.
7. Furthermore, Bluecan may increase the fee when during the implementation of the work it appears that the amount of work originally agreed or expected to be carried out was underestimated to such an extent when the contract was concluded, and this is not attributable to Bluecan, that Bluecan cannot reasonably be expected to carry out the agreed work at the originally agreed fee. In such event, Bluecan shall notify the client of the intention to increase the fee or rate. Bluecan shall include the scope of and the date on which the increase will take effect.

#### **Article 8 | Working conditions**

1. The client shall provide a workplace which meets the standards applicable in the Netherlands as laid down in working conditions legislation and guidelines.
2. In the event of demonstrable negligence, the client shall be obliged on Bluecan's first demand to have a workplace survey carried out and to implement the recommendations arising from the workplace survey within 2 weeks of its completion.
3. All costs resulting from the workplace survey, as well as the costs of the workplace survey itself, shall be borne by the client.

**Article 9 | Payment**

1. Payment shall be made within 14 days of the invoice date, in a manner to be indicated by Bluecan in the currency in which the invoice was made. Objections to the amount of the invoice do not suspend the payment obligation.
2. If the client fails to make payment within the 14-day period, the client shall be in default by operation of law. Client shall then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable will be calculated from the moment the client is in default until the moment of payment of the full amount.
3. In the event of liquidation, bankruptcy, attachment or suspension of payments of the client, Bluecan's claims against the client shall become immediately due and payable.

**Article 10 | Retention of title**

1. All goods delivered by Bluecan, which may include designs, sketches, drawings, films, software, (electronic) files etc., shall remain the property of Bluecan until the client has complied with all the following obligations under all contracts entered into with Bluecan.
2. The client shall not be entitled to pledge or otherwise encumber the goods falling under the retention of title.
3. If third parties levy attachment on the goods delivered subject to the retention of title or wish to create or enforce rights thereon, the client shall be obliged to inform Bluecan thereof as soon as may reasonably be expected.
4. The client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on demand.
5. Goods delivered by Bluecan which are subject to the retention of title pursuant to the provisions under 1. of this article may only be sold on within the framework of normal business operations and may never be used as a means of payment.
6. Should Bluecan wish to exercise its proprietary rights as set out in this article, the client hereby unconditionally and irrevocably authorises Bluecan or any third parties to be appointed by Bluecan to enter all those places where Bluecan's property is located and to repossess those goods.

**Article 11 | Collection costs**

1. If the client is in default or breach of any of his obligations, all reasonable costs incurred in obtaining extra-judicial settlement shall be borne by the client. If client remains in default of timely payment of a sum of money, he forfeits an immediately payable fine of 15% on the amount still due. This with a minimum of € 50.00.
2. Any reasonable judicial and execution costs incurred shall also be borne by the client.
3. The client shall owe interest over the collection costs incurred.

**Article 12 | Examination, complaints**

1. Complaints about the work carried out should be notified in writing to Bluecan by the client within 8 days of discovery, but no later than 14 days after completion of the relevant work. The notice of default should contain as detailed a description as possible of the shortcoming, so that Bluecan is able to respond adequately.
2. If a complaint is well-founded, Bluecan shall still perform the work as agreed, unless this has meanwhile become demonstrably pointless for the client. The latter should be notified by the client in writing.
3. If it is no longer possible or useful to carry out the work as agreed, Bluecan shall only be liable within the limits of article 16.
4. Complaints regarding invoicing or invoice specifications should be reported to the client in writing within 14 days of receipt of the invoice.

**Article 13 | Termination**

1. Either party may terminate the agreement in writing by registered letter with acknowledgement of receipt.
2. If the contract is terminated by the client without observing the contractual notice period, Bluecan is entitled to compensation equal to the remaining contract value, unless the termination is based on facts and circumstances which are attributable to Bluecan. Furthermore, the client is then obliged to pay the invoices for work carried out up to that time. The preliminary results of the work carried out up to that time shall be made available to the client subject to reservation.
3. If the contract is terminated prematurely by Bluecan, Bluecan shall, in consultation with the client, arrange for the transfer of work still to be carried out to third parties, unless the termination is based on facts and circumstances which are attributable to the client.
4. If the transfer of the work involves additional costs for Bluecan, these shall be charged to the client.

**Article 14 | Suspension and dissolution**

1. Bluecan is authorised to suspend the performance of the obligations or to dissolve the contract, if:
2. The client fails to fulfil, or fails to fully fulfil, the obligations under the contract.

3. After the conclusion of the contract Bluecan learns of circumstances giving good ground to fear that the client will not fulfil the obligations. In case good grounds exist to fear that the client will only partially or improperly fulfil his obligations, suspension shall only be allowed to the extent justified by the failure;
4. Client was requested to provide security for the fulfilment of his obligations under the agreement when the agreement was concluded and this security is not provided or insufficient. Furthermore, Bluecan is authorised to (have) the contract dissolved if circumstances arise of such a nature that performance of the contract is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the contract cannot reasonably be expected.
5. If the contract is dissolved, Bluecan's claims against the client shall become immediately due and payable. If Bluecan suspends the performance of its obligations, it shall retain its claims under the law and the contract.
6. Bluecan always retains the right to claim damages.

#### Article 15 | Return of goods made available

1. If Bluecan has made goods available to the client during the performance of the contract, the client shall be obliged to return the delivered goods within 14 days in their original state, free of defects and in their entirety. If the client fails to fulfil this obligation, all costs resulting from this shall be for his account.
2. If, for whatever reason, the client still fails to comply with the obligation mentioned under 1. after being warned to do so, Bluecan shall be entitled to recover the resulting damage and costs, including replacement costs, from the client.

#### Article 16 | Liability

1. Should Bluecan be liable, it shall be limited to the provisions of this clause.
2. If Bluecan is liable for direct damage, such liability shall be limited to a maximum of twice the invoice amount, at least that part of the assignment to which the liability relates. The liability shall at all times be limited to a maximum of the amount paid by Bluecan's insurer in the relevant case.
3. Notwithstanding the provisions under 2. of this article, in the event of an assignment with a duration of more than six months, the liability is further limited to the part of the fees due over the last six months.
4. Direct damage is exclusively understood to mean:
  - a. The reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
  - b. Any reasonable costs incurred to have Bluecan's defective performance comply with the agreement, unless they cannot be attributed to Bluecan;
  - c. Reasonable costs incurred to prevent or limit the damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
5. Bluecan shall never be liable for indirect damages, including consequential damages, lost profits, lost savings and damages due to business interruption.
6. The limitations of liability for direct damage contained in these conditions do not apply if the damage is due to intent or wilful recklessness of Bluecan or its subordinates.
7. Subject to the provisions elsewhere in this article, Bluecan shall in any event not be liable for damage or loss directly or indirectly caused by:
  - a. The inaccuracy and incompleteness of the information provided by the client, and/or other information not originating from Bluecan;
  - b. Infringement of any patent, utility model, trademark, indication of origin, design right, copyright or neighbouring right, right on a semiconductor product or its topography, right on a database or other collection of data, or any other right of intellectual property or any other exclusive right, or infringement or violation of a licence under any such right, which is the direct or indirect result of the use and/or application and/or publication or reproduction of data provided by or on behalf of the client such as, for example, descriptions, drawings, models, designs, etc;
  - c. Careless conduct by the client, the client's personnel or other persons engaged by it, or any other person on the client's side in relation to goods supplied or services performed by or on behalf of Bluecan;
  - d. Inexpert use of any goods supplied or services rendered by or on behalf of Bluecan, or use thereof for any purpose other than for which it may reasonably be considered suitable, or for any other purpose for which it is suitable according to objective standards, or for any other purpose than which Bluecan might reasonably have assumed it would be used;
  - e. Defects arising from any failure to strictly comply with the (installation, use, implementation or operation) regulations, or advice accompanying any goods supplied or services performed by or on behalf of Bluecan;
  - f. The costs of repair and replacement of data;
  - g. Any (software-based) modifications not made by or on behalf of Bluecan to any goods supplied, advice or services performed by or on behalf of Bluecan.
8. In respect of any intermediary services provided for the conclusion of a contract between the client and any third party, Bluecan shall never be liable for any shortcomings of such third party or the client, or any damage (direct or indirect) arising from the contract concluded between such third party and the client.

9. Bluecan shall not be liable - and shall be indemnified by the client accordingly - for claims by employees of the client or third parties due to the client's failure to comply with its obligations under the Personal Data Protection Act.
10. The occurrence of any right to compensation always requires the client to report the damage in writing to Bluecan within 48 hours after it occurs, or as soon as the client is aware or should be aware of the damage.
11. Without prejudice to the other provisions of this article, any claim for damages shall lapse one year after the damage has manifested itself or has been discovered or recognised or could reasonably have been discovered or recognised, and in any event three years after delivery.
12. With respect to goods or services which Bluecan has obtained from a third party, the (contractual and/or warranty) provisions applicable to the relevant transaction shall also apply against the client, if and insofar as Bluecan invokes such provisions.

#### **Article 17 | Indemnifications**

1. The client indemnifies Bluecan against any third party claims relating to intellectual property rights on materials or data provided by the client, which are used in the performance of the contract.
2. If the client provides Bluecan with information carriers, electronic files or software etc., the client warrants that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 18 | Transfer of risk**

1. The risk of loss of or damage to the goods which are the subject of the contract shall pass to the client at the time at which they are legally and/or actually delivered to the client and thereby come under the control of the client or any third party designated by the client.

#### **Article 19 | Force majeure**

2. The parties shall not be obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance which is not due to fault and which is not for their account by virtue of the law, a legal act or generally accepted practice.
3. Force majeure in these general conditions includes, in addition to its definition in the law and jurisprudence, all external causes, foreseen or unforeseen, which Bluecan cannot influence, but which prevent Bluecan from fulfilling its obligations. Industrial action at the company of Bluecan is included.
4. Bluecan shall also be entitled to invoke Force Majeure if the circumstance preventing (further) performance occurs after Bluecan should have fulfilled its obligations.
5. The parties may suspend the obligations under the contract during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to terminate the contract, without any obligation to pay damages to the other party.
6. To the extent Bluecan has partially performed or will be able to partially perform its obligations under the contract at the time of the occurrence of Force Majeure, and the part performed or to be performed is of independent value, Bluecan shall be entitled to separately invoice the part performed or to be performed respectively. The client is obliged to pay this invoice as if it were a separate contract.
7. Bluecan shall not be obliged to perform any obligation if prevented from doing so as a result of force majeure of third parties and suppliers.

#### **Article 20 | Confidentiality**

1. Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or results from the nature of the information.
2. If, on the basis of a statutory provision or a judicial decision, Bluecan is obliged to disclose confidential information to third parties designated by law or by the competent court, and Bluecan cannot in this respect invoke a legal right to refuse to give evidence or such a right acknowledged or permitted by the competent court, Bluecan shall not be obliged to pay damages or compensation and the other party shall not be entitled to terminate the contract on the basis of any damage resulting from such disclosure.

#### **Article 21 | Intellectual property and copyrights**

1. Without prejudice to the other provisions of these General Terms and Conditions, Bluecan reserves the rights and powers to which Bluecan is entitled under the Copyright Act.
2. All documents provided by Bluecan, such as reports, advice, contracts, designs, sketches, drawings, software etc., are exclusively intended to be used by the client and may not be reproduced, disclosed, or brought to the notice of third parties by him without Bluecan's prior consent, unless the nature of the documents provided dictates otherwise and Bluecan has given its written consent.
3. Bluecan reserves the right to use the knowledge gained from the execution of the work for other purposes, provided that no confidential information of the client is disclosed to third parties.

4. All intellectual property rights vested in the goods delivered under a contract (to order), or at least in connection with the services provided by or on behalf of Bluecan, as defined in article 1 of these general terms and conditions, are vested in Bluecan, or Bluecan's licensors and shall expressly remain vested in her (her licensors). The commissioning and acceptance by the client of the goods supplied and/or services performed therefore explicitly does not constitute a transfer of the said rights.
5. The right of use granted is not transferable. The client is not entitled to disclose, sell, rent out, sublicense, alienate, reproduce, make copies of, or make available to any third party for any purpose whatsoever, any intellectual property rights without Bluecan's prior written consent.

#### **Article 22 | Penalty clause**

1. If the client breaches the provisions of articles 20 and 21, he shall forfeit to Bluecan for each breach an immediately payable penalty of €5000 per breach.
2. In addition, the client shall forfeit an amount of €500 for each day that the breach as referred to in paragraph 1 of this article continues.
3. Forfeiture of this penalty does not require prior notice of default or legal proceedings. Nor does it require any form of damage.
4. Forfeiture of the fine referred to in paragraphs 1 and 2 of this article shall not affect Bluecan's other rights, including its right to claim damages in addition to the fine.

#### **Article 23 | Disputes**

1. The court in Bluecan's place of business has exclusive jurisdiction to hear disputes, unless the District Court has jurisdiction. Nevertheless, Bluecan shall be entitled to submit the dispute to the court having jurisdiction under the law.
2. Parties will only appeal to the court after they have made every effort to settle a dispute by mutual consultation.

#### **Article 24 | Applicable law**

1. Any contract between Bluecan and the client shall be governed by Dutch law.

#### **Article 25 | Interpretation, amendment and location of the conditions**

1. In case of interpretation of the contents and purport of these general conditions, the Dutch text of these conditions shall always prevail.
2. The most recently drawn up version or the version applicable at the time the agreement was concluded always applies. Thus recorded in Middelburg on 22 April 2022.
3. The general conditions can be requested via your direct contact at Bluecan and will always be provided for assignments in excess of €5,000 per assignment.