

Terms and conditions for services

Of: BuBclean V.O.F.

Chamber of Commerce East-Netherlands number 58854762

article 1. General

1. These general terms and conditions are applicable to: all offers, quotations, engagements, legal relationships and agreements, by any name, whereby the BuBclean undertakes/will undertake to perform Work for the Client as well as to all Work for BuBclean ensuing from any of the above. Any deviations from, and additions to, these general terms and conditions shall only be valid if they have been explicitly agreed in writing in, for example, a (written) agreement or engagement confirmation letter.
2. These terms are also applicable to any agreement with BuBclean that involves third parties hired by BuBclean.
3. The applicability of the Client's general terms and conditions is explicitly denied by BuBclean.
4. If one or more of these terms are invalidated at any moment in time, then the remaining terms remain fully valid. BuBclean and the Client will attempt to replace the invalidated terms with new terms in the spirit of the original terms.
5. In case one or more terms are found to be not clear, then its explanation will be in the spirit of these terms.
6. If a situation arises between the two parties that is not governed by these terms, then the situation will be judged in the spirit of these terms.

article 2 Offers

1. Offers from BuBclean are not binding and are valid for 30 days unless indicated otherwise. BuBclean is only bound to an offer when Client accepts it within 30 days unless indicated otherwise.
2. BuBclean cannot be held to the offer when the Client can reasonably understand that the offer contained a mistake or typo.
3. Prices listed in every offer are excluding VAT and other costs required by law, unless indicated otherwise. Prices are also excluding travel and lodging expenses relevant to the agreement, shipment costs and administration costs, unless indicated otherwise.
4. If the offer acceptance by the Client differs from that offered by BuBclean, then BuBclean is not bound to execute the offer, unless indicated otherwise by BuBclean.
5. An offer consisting of several parts does not bind BuBclean to execute parts of the offer against an equivalent price.
6. Discounts do not automatically apply to future offers.

article 3 Duration; terms of completion, risk transfer, execution and changes in agreement; price raises

1. Any term within which the Work must be completed shall only be considered as a strict deadline if such has been explicitly agreed and in as many words between the Client and BuBclean.
2. If work is not completed within the term, then Client has to deliver a written notice of BuBclean being in default. Client has to offer BuBclean a reasonable extension to complete the work.
3. BuBclean shall perform the Engagement to the best of its ability and with due regard for the applicable rules (of professional practice) and laws. Agreements are therefore based on effort rather than result.
4. BuBclean may have Work performed by a third party to be designated by BuBclean. Applicability of articles 7:404, 7:407 part 2 and 7:409 of the Dutch Law are explicitly excluded.
5. If BuBclean performs Work on location at the Client, the Client shall ensure that a suitable place of work is provided which meets the statutory occupational health and safety standards and complies with other applicable regulations in the field of OH&S. The Client shall ensure that BuBclean is in that case provided with office space and other facilities that BuBclean considers to be necessary or useful to execute the Engagement and which comply with all the (statutory) requirements to be made in that regard.
6. Delivery from BuBclean is ex works. Client is obligated to accept the delivered items at the moment that they are made available to Client. If Client refuses to accept the delivered items or hinders its delivery, then BuBclean is allowed to store the items at risk and cost of Client. The risk of loss, damage or devaluation is transferred to Client at the moment that the items are made available to Client.
7. BuBclean is allowed to execute the agreement in phases and send separate invoices per phase.
8. In case the agreement is executed in phases, then BuBclean can put on hold the activities of a next phase until Client has approved in writing the results of the previous phase.
9. The Client is obliged to make available to BuBclean all the documents which BuBclean considers to be necessary to enable it to perform correctly the agreement, in the required form, in the required manner and in good time. BuBclean shall determine what

required form, required manner and in good time shall be understood to mean. BuBclean may suspend the execution of the agreement until such time as the Client has fulfilled the obligations referred to in this paragraph. Any additional costs incurred and hours spent by BuBclean as well as any other loss or damage sustained by BuBclean due to the Client's failure to provide the documents required for the execution of the agreement, or its failure to provide such documents in good time or properly, shall be for the account and risk of the Client. The Client indemnifies BuBclean against any loss or damage due to inaccurate or incomplete documents.

10. If during the execution of the agreement it is found that changes or appendices to the agreement are necessary, then both parties will negotiate this. Client accepts that changes to the nature, size or content of the agreement may affect the price and duration of the execution of the agreement. BuBclean may put activities on hold until the changed or appended agreement has been accepted by both parties. Without being in default, BuBclean may refuse a request for changes or appendices, if those may lead to qualitative or quantitative changes to the activities or deliverables.

11. When Client fails to deliver or supply required materials to BuBclean, then Client is liable to all direct or indirect damage caused to BuBclean.

12. If Client and BuBclean have agreed on a fixed price or honorarium, then BuBclean is nevertheless allowed at all times to raise this price or honorarium without the Client allowed to terminate the contract, but only if this price raise is based on legal obligations or a raise in price of raw material, salaries, etc. or other reasons that could not be foreseen at the time the agreement was completed.

13. If the price raise, not due to changes in the agreement, is more than 10% and within 3 months of signing of the agreement, then Client can appeal to title 5 section 3 of Book 6 of the Dutch Law to terminate the agreement by written notice, unless

- BuBclean is willing to execute the agreement on the original terms;
- the price raise is based on legal obligations;
- it has been agreed that the delivery is scheduled more than 3 months after the agreement has been signed.

article 4 Suspense and (premature) termination of agreement

1. BuBclean may, after a careful weighing of interests, suspend the performance of all its obligations, including handing over Documents or other items to the Client or any third party, until such time as all amounts owed and payable by the Client on demand have been settled in full.

2. BuBclean is allowed to terminate the agreement when circumstances make it impossible for BuBclean to (further) execute the agreement, unless acceptable changes can be made to the agreement.

3. In case the agreement is terminated, then the claims from BuBclean to Client are immediately claimable. When BuBclean suspends the execution of its obligations, then it still retains the right to the claims from the law and the agreement.

4. If BuBclean decides to suspend or terminate the agreement, then BuBclean is not bound to pay for any damage and/or cost caused thereby.

5. If the Client has effected (premature) termination, BuBclean shall be entitled to compensation for utilisation losses that have arisen for it and which can be demonstrated as well as to reimbursement of any additional costs already incurred by BuBclean and any costs resulting from any cancellation of the services of third parties who have been engaged (such as – amongst other things – any subcontracting-related costs).

6. If the Client does not honour the obligations that follow from the agreement and if this justifies termination of the agreement, then BuBclean is allowed to directly terminate the agreement without being obligated to pay for any damage or loss, while the Client, breaching the contract, is obliged to pay for any damage or loss.

7. If BuBclean has effected (premature) termination, the Client shall be entitled to receive BuBclean's assistance in transferring work to third parties, unless in the event of wilful misconduct or gross negligence committed by the Client as a result of which BuBclean feels compelled to effect termination. The entitlement to assistance as provided in this paragraph is dependent on the Client having made all underlying outstanding advance payments or having met all expense claims.

8. In case of liquidation, (request for) suspension of payment or bankruptcy, seizure, debt rescheduling or any other circumstances that prevent Client to freely control its capital, then BuBclean is allowed to directly terminate the agreement, without being obligated to pay for damage or loss. Claims from BuBclean to Client are immediately claimable.

article 5 Force Majeure

1. In the event that the parties fail to perform the obligations under the agreement, or fail to perform such obligations in good time or properly, as a result of force majeure within the meaning of Section 6:75 of the Dutch Civil Code, such obligations will be suspended until such time as the parties are able to perform them in the agreed manner.

2. Force majeure includes those events defined by law, as well as all external causes, foreseen or unforeseen, to

which BuBclean has no influence but which prevent BuBclean from executing the agreement. This includes strikes within BuBclean or third parties.

3. In the event that the situation referred to in paragraphs 1 and 2 above takes longer than 2 months, the parties shall be entitled to terminate all or part of the agreement in writing and with immediate effect, without any right to any compensation otherwise existing.
4. If, at the event of force majeure, BuBclean has executed already part of the agreement, then BuBclean is allowed to invoice the part already executed, if of any value. Client is obligated to pay this invoice as if it were a separate agreement.

article 6 Payment

1. Unless otherwise agreed, the Client shall ensure that the amounts owing to BuBclean are paid, without the Client being entitled to any deduction, discount or set-off, within 30 days after the date of invoice and by method and currency requested by BuBclean. For agreements with duration longer than 2 months, BuBclean is allowed to send invoices periodically.
2. If the Client has not made payment within the term specified in paragraph 1 above, the Client shall be in default by operation of law and BuBclean shall be entitled to charge the statutory (commercial) interest from that moment, which is 5% per month, unless the legal interest is higher, in which case the legal interest is charged. The interest will be calculated from the moment that the Client is in default until the entire outstanding payment has been completed.
3. BuBclean may refuse a payment of the outstanding amount if the interest and collection cost are not also paid.
4. Client is never allowed to settle with the amount owed to BuBclean. Objections on the amount owed to BuBclean do not suspend the payment obligation. If chapter 6.5.3 of articles 231 to 247 of book 6 of Dutch Law is not applicable, then Client is not allowed to suspend payment for other reasons.
5. If the Client has not made payment within the term specified in paragraph 1 above, the Client shall be obliged to reimburse all judicial and extrajudicial (collection) costs incurred by BuBclean. The reimbursement of the incurred costs shall not be limited to any order for costs that is given by any court.

article 7 Intellectual property and property rights

1. All intellectual property rights that are created during, or which arise from, the execution of the Engagement shall belong to BuBclean, unless agreed otherwise.

2. The Client is explicitly prohibited from reproducing, publishing or exploiting the products incorporating intellectual property rights of BuBclean, or products in which intellectual property rights are vested with regard to the use of which BuBclean has acquired rights of use, including in this connection in any event, but not confined to: computer programs, system designs, working methods, advice, (model) contracts, reports, templates, macros and other intellectual products. The Client is not permitted to submit the products referred to in this paragraph to any third party without the prior consent in writing of BuBclean, other than for the purpose of obtaining an expert opinion regarding the execution of the Work by BuBclean. The Client will in such case impose its obligations under this article on the third party or parties engaged by it.

3. Client is expected to do all in his power to secure the items property of BuBclean. If third parties put claim to items property of BuBclean that are (to be) delivered, then Client is obligated to notify BuBclean immediately. Client is also obligated to insure and keep insured any properties of BuBclean against fire, explosion and water damage as well as theft, and client has to show proof of insurance at BuBclean's first request. In the event that insurance pays out, then BuBclean is entitled to these payments.
4. In case BuBclean wants to exert its property rights, then Client will give unconditional and irrevocable permission to BuBclean and third parties assigned by BuBclean to enter those locations where BuBclean's properties are located, and to take back those properties.

article 8 Warranty, investigation and reclamation, limitations

1. Items delivered by BuBclean conform the usual requirements and norms that can be reasonably considered applicable at the time of delivery and for normal use within The Netherlands. The warranty mentioned in this article is valid for items to be used within The Netherlands. For use of the items outside The Netherlands, Client should verify if the items are suitable for use there and also conform local requirements. In such cases, BuBclean may pose different warranty and other conditions for items or services to be delivered.
2. The warranty mentioned in section 1 of this article is valid for a period of 6 months from delivery, unless a different period has been agreed upon or follows from the nature of the delivery. If the delivery comprises items produced by a third party, then the warranty is limited to that given by the original manufacturer, unless agreed otherwise.
3. Any type of warranty is invalidated when a failure is caused by inappropriate or inexpert use, use after

expiration date, inappropriate storage or maintenance, and/or when, without written permission of BuBclean, modifications have been (attempted to be) made by the client or third parties. Warranty also cannot be claimed when the failure is caused by circumstances that BuBclean cannot influence, including weather circumstances (such as extreme rain or temperatures) etcetera.

4. Client is obligated to (let) investigate the delivery immediately when the items are presented to him or the services have been completed. Client should investigate if quality and quantity of the delivery corresponds to the agreement and is according to requirements agreed upon by both parties. Visible defects must be reported to BuBclean by written notice within 7 days after delivery. Non-visible defects must be reported to BuBclean by written notice within 14 days after its discovery. The notice should include a detailed description of the defect(s), allowing BuBclean to act accordingly. Client must give BuBclean the opportunity to investigate the complaint.
5. A timely reclamation by Client does not suspend its obligations for payment. Client remains bound to accept and pay for other items or services ordered from BuBclean.
6. If a defect or failure is reported after the period of reclamation, then Client is not entitled to repair, replacement or indemnification.
7. If it has been ascertained that a defect or failure is present and is reported timely, then BuBclean will take care of repair or replacement of the defect item, by choice of BuBclean, within a reasonable time after receiving the returned item or written notice from Client. In case of replacement, Client is obligated to return the defect item to BuBclean, unless indicated otherwise by BuBclean.
8. In case a complaint turns out to be unfounded, then all cost incurred by BuBclean, including cost for investigating the complaint, will be charged to Client.
9. After the reclamation period, all cost for repair or replacement, including administrative, shipping and travel costs, will be charged to Client.
10. Differing from the legislative limitation period, the limitation period for all claims and defences towards BuBclean and third parties assigned by BuBclean is one year.

article 9 Liability

1. BuBclean's liability is limited to that mentioned in this article.
2. BuBclean is not liable for any loss or damage sustained by the Client when the Client has provided inaccurate or incomplete Documents.

3. BuBclean is only liable to the Client for loss or damage resulting directly from an (interrelated series of) attributable shortcoming(s) in the execution of the Engagement. BuBclean is not liable for any consequential loss or damage, business interruption loss or indirect loss or damage due to BuBclean's failure to perform, failure to perform in good time or failure to ensure proper performance.
4. This liability is limited to the amount that, according to BuBclean's liability insurer, is payable for the case concerned, plus any policy excess for BuBclean under the terms of the insurance. If, for whatever reason, the liability insurer does not pay out then BuBclean's liability shall be limited to the amount of the fee charged for the execution of (the relevant part of) the Engagement.
5. Direct damage is understood to mean the reasonable costs for determining the cause and extent of the damage, if the determination is related to damage as defined in these terms and conditions, the reasonable cost made to answer the deficient performance of BuBclean, if these can be attributed to BuBclean, and reasonable cost made to prevent or limit damage, if Client can prove that these costs have led to a reduction of direct damage as defined in these terms and conditions.
6. The limitations of liability specified in this article are not applicable if and to the extent that there is evidence of wilful misconduct or gross negligence committed by BuBclean.

article 10 Indemnification

1. The Client indemnifies BuBclean against claims by third parties in respect of loss or damage caused by the Client's failure to provide BuBclean with any Documents, or its failure to provide BuBclean with fully accurate or complete Documents. The Client indemnifies BuBclean against claims by third parties (also including employees of BuBclean and any third party engaged by BuBclean) who sustain loss or damage in connection with the execution of the agreement due to any action taken or omitted to be taken by the Client or due to unsafe situations in its company or organisation.
2. If BuBclean is addressed by a third party, then Client is bound to support BuBclean both outside and inside the court and take all reasonable measures to support BuBclean. If Client does not take adequate measures, then BuBclean is allowed to undertake their own actions, without being in default. All costs and damage to BuBclean and third parties will be charged to Client.

article 11 Confidentiality and Intellectual property

1. Both parties are obligated to keep confidential all

confidential information that they received from each other or other sources during the course of the agreement. Information is considered confidential when it has been designated so by the sharing party or by the nature of the information.

2. If, legally or by court order, BuBclean is bound to share confidential information to a third party assigned by law, then BuBclean is not obligated to indemnification or payment of loss or damage, and Client is not allowed to terminate the agreement for this reason.
3. Both parties safeguard each other from third parties with respect to intellectual property rights on shared materials or information.
4. Background knowledge remains property of the party that has brought forward this knowledge. Background knowledge shall not be used, partly or fully, in any method, for any other use than for execution of the agreement. In order to execute the agreement, parties grant each other, if necessary, a non-exclusive, not transferable, not-sublicensable license, solely for applying the background knowledge for this agreement.

article 12 Applicable law and jurisdiction

1. The agreement shall be governed by Dutch law only, even (part of) the agreement is executed outside The Netherlands or Client has its address outside The Netherlands. Applicability of the Convention of Vienna is denied.
2. Any dispute will be settled by the competent court in the district in which BuBclean has its registered office.
3. Parties will only apply to court after they have done all reasonable efforts for solving the conflict among each other.

article 13 Changes in the terms & conditions

1. The terms&conditions that were valid at the time of signing of the agreement are applicable to the agreement.
2. The Dutch version of the Terms&Conditions is always governing in the interpretation of the Terms&Conditions.