

## 1. Definitions

- 1.1 In these general terms and conditions the terms below shall have the following meaning:
- Solid Services B.V.: the private company with limited liability Solid Services B.V., having its registered office in Tilburg, the Netherlands, and its principal place of business in Udenhout, the Netherlands, listed in the trade register of the Chamber of Commerce under number 18024202;
- Client : the natural or legal person with whom Solid Services as a contractor enters into an agreement;
- Agreement : the written signed agreements between Solid Services and the Client to perform work and/or supply goods and/or services;
- Written : includes all correspondence that takes place by e-mail;
- 1.2 These general terms and conditions may be referred to as "General Terms and Conditions Solid Services".

## 2. Applicability

- 2.1 These general conditions are part of every offer and agreement between Solid Services and the Client.
- 2.2 The applicability of the Client's general terms and conditions is hereby expressly excluded.

## 3. Changes

- 3.1 Amendments to the offer or agreement and deviations from these general terms and conditions will only apply if they have been agreed in writing between Solid Services and the Client.

## 4. Offers and acceptance

- 4.1 All offers made by Solid Services are without obligation.
- 4.2 The period of validity of the offer is stated in the offer. Solid Services is nevertheless entitled to revoke its offer within three days.
- 4.3 In the event of a composite quotation, there is no obligation to perform part of the offer made in the quotation.
- 4.4 The Client accepts the offer by signing it or by confirming it in writing. An agreement is only concluded between Solid Services and the Client after written confirmation by Solid Services to the Client.

## 5. Quality and description

- 5.1 Solid Services undertakes to carry out the order as described in the signed offer/agreement. If there is a discrepancy between what is stated in the offer and the contract, what is stated in the contract between the parties applies.
- 5.2 Solid Services reserves the right to change non-essential details of the order without prior notification to the Client.
- 5.3 Solid Services guarantees that the design based on the agreements made must be carried out meets in all respects all applicable requirements laid down in legislation and/or other government regulations in this regard that are in force at the time the agreement is concluded.
- 5.4 All periods mentioned in the offer/agreement are to be considered as guidelines for the duration of the work to be performed and never as deadlines, unless it has been explicitly agreed in writing that there is a deadline with regard to one or more parts of the work to be performed, or the delivery of goods and/or services.

## 6. Rates and payment

- 6.1 If the term of an agreement, or the execution of the work, is longer than 6 months, Solid Services is entitled to make interim adjustments to the rates. In that case, the change in rates will take effect on the first day of the month following the month in which the price change was announced.

- 6.2 Payment must be made by the Client within 30 days of the invoice date, unless otherwise agreed in writing.
- 6.3 After expiry of the 30-day payment term, the Client shall be in default by operation of law without any further notice of default or demand being required, insofar as the invoice in question has remained unpaid.
- 6.4 The Client is not authorised to discount or settle any amount.
- 6.5 The time limit for complaints on invoices sent by Solid Services is 8 days.
- 6.6 From the time the Client is in default, it shall owe Solid Services compensation for extrajudicial collection costs in accordance with the Extrajudicial Collection Costs (Standards) Act (BIK) (Bulletin of Acts and Decrees 2012/141).
- 6.7 After expiry of the payment term of (the unpaid part of) the relevant invoice, the client shall owe Solid Services a default interest of 1% per month.
- 6.8 Payments made by the Client shall always first be applied to reduce the costs owed, then the interest owed and finally the principal sum(s), whereby old claims shall take precedence over new ones.

## 7. Cancellation

- 7.1 If the Client wishes to cancel an agreement, the Client shall owe cancellation costs.
- 7.2 In case of cancellation more than 1 week before the start of the agreed work, the cancellation costs are 25% of the agreed total amount.
- 7.3 In case of cancellation within 1 week before the start of the agreed work, the cancellation costs are 50% of the agreed total amount.
- 7.4 In the event of cancellation within 24 hours of commencement of the agreed work, the cancellation costs are 75% of the agreed total amount.
- 7.5 In all cases mentioned under 6.2, 6.3 and 6.4, the minimum cancellation costs are € 250, unless the total amount is lower than € 250. In the latter case, the total amount agreed upon is payable by Client.

## 8. Termination

- 8.1 If the Client fails to meet his obligations or fails to meet them on time, Solid Services is entitled to terminate or otherwise cancel the relevant agreement without further notice by means of a single written notification and Solid Services is entitled to full compensation.
- 8.2 Solid Services is authorised to terminate the agreement without judicial intervention with immediate effect by means of a unilateral written statement if the Client is declared bankrupt, applies for provisional moratorium on payments, the Dutch Debt Rescheduling (Natural Persons) Act is declared applicable to him or if the Client loses the power of disposition of his assets due to any circumstances whatsoever.
- 8.3 Due to the termination, all mutually existing claims shall become immediately due and payable.
- 8.4 The Client is liable for all damage suffered by Solid Services as a consequence of the termination.

## 9. Permits, access/accessibility and data provision

- 9.1 If the Client requires permits to carry out the order given to Solid Services, the Client must arrange these permits itself. Solid Services cannot be held liable for the absence or failure to obtain the required permit(s).
- 9.2 If access to premises is necessary for the performance of the agreement, permission shall be granted or obtained by or on behalf of Client.
- 9.3 The Client shall ensure that the work site is made available to Solid Services in good time and is in a condition that allows the work to be carried out safely and responsibly.
- 9.4 Stagnation of the work due to the absence of the required permit(s), access or accessibility, as referred to above in 9.1 to 9.3, will be charged in accordance with the rates applied in the offer/agreement.
- 9.5 If it transpires that the information provided by the Client for the purposes of the contract is not complete, up to date or correct, or if this information has been provided late or if it transpires that the Client possesses information that is important for the performance of the agreement, but has

not provided this information to Solid Services, the Client is obliged to bear all the costs incurred as a result and to compensate Solid Services for any damage caused as a result.

- 9.6 Dispatch of documents or other data carriers (including drawings, designs, etc.) by Solid Services takes place at the expense and risk of the Client.
- 9.7 Documents or other data carriers (including drawings, designs, etc.) sent by Solid Services to the Client for approval are deemed to have been approved by the Client if the Client has not informed Solid Services unequivocally in writing of the contrary within 8 days of the date of dispatch.

## 10. Intellectual property and confidentiality

- 10.1 Solid Services holds the copyright to the designs, recommendations and budgets produced under the contract with the Client. Copyright remains vested in Solid Services at all times.
- 10.2 Solid Services is entitled to patents resulting from inventions made under the agreement with the Client.
- 10.3 All information, recommendations, estimates and overviews provided by Solid Services are protected by copyright. Without explicit permission from Solid Services, the Client is not permitted to copy these documents, allow third parties to inspect them or to make them available to third parties.
- 10.4 All details relating to the services of Solid Services, their applications and use, provided by Solid Services to the Client under the agreement, remain the property of Solid Services, even if the Client has been charged for them, unless expressly agreed otherwise in writing.
- 10.5 The Client is only authorised to make (research) reports available to third parties if this has been explicitly agreed in writing between Solid Services and the Client.
- 10.6 If information is made available or received, the Client and Solid Services must treat the information provided to the other party as confidential and use this information only within the context of the performance of the agreement.
- 10.7 Solid Services is entitled to use the order as a reference, unless the Client has objected to this in writing when entering into the agreement.

## 11. Cooperation with third parties

- 11.1 If Solid Services collaborates with one or more third parties at the request of the Client, Solid Services will not be responsible or liable for the work carried out and/or goods and/or services supplied by these third parties, unless this liability has been explicitly agreed in the agreement between Solid Services and the Client.
- 11.2 If Solid Services itself engages one or more third parties in the performance of the contract, Solid Services is liable for the part of the work carried out by this third party/these third parties, insofar as this third party/these third parties are liable to Solid Services for this damage.
- 11.3 If the contract stipulates that Solid Services manages and/or supervises the execution of a work, without Solid Services being permanently responsible for supervision, Solid Services cannot be held liable for the execution of the work it manages/supervises.

## 12. Control

- 12.1 The Client is entitled to have the work carried out by Solid Services inspected. The costs of this inspection shall be borne by the Client.
- 12.2 Solid Services is entitled to have a reinspection carried out.
- 12.3 Identified defects must be reported to Solid Services by the Client as soon as possible after their discovery, but no later than within 24 hours.
- 12.4 Without Solid Services' permission the Client is not authorised to make any alterations and/or repairs or to have them made.

## 13. Force majeure

- 13.1 Force majeure is understood to mean all external causes, foreseen or unforeseen, on which Solid Services in all reasonableness cannot exert any influence and which prevent Solid Services from meeting its obligations.

13.2 In the event of force majeure the performance of the agreement will be suspended. If performance becomes permanently impossible, Solid Services is entitled to terminate the agreement or to end it in some other way without owing compensation to the Client.

#### **14. Liability and indemnity**

- 14.1 Solid Services is not liable for any damage, whatever the cause, to property of the Client or third parties caused during or in connection with the execution of its work, unless it is due to intent or gross negligence on the part of Solid Services or its employee(s). The Client indemnifies Solid Services against all claims by third parties in connection with the abovementioned damage.
- 14.2 Any liability of Solid Services is limited to direct damage and to a maximum of the amount of the agreed contract sum, up to a maximum that will be paid out in the relevant case under Solid Services' liability insurance, increased by the amount of the excess borne by Solid Services pursuant to the relevant policy conditions.
- 14.3 Solid Services is never liable for indirect and/or consequential damage (such as loss of income or profit, loss of production, financing costs, loss of customers, loss of or damage to data, loss of contracts, etc.).
- 14.4 The Client indemnifies Solid Services and third parties engaged by it against claims by third parties relating to the performance of the agreement.

#### **15. Ban on taking over staff**

- 15.1 During the performance of the agreement and within one year after its termination, the Client undertakes not to hire Solid Services' employees or in any way to engage them or have them carry out work, except with Solid Services' prior written permission.
- 15.2 If the provisions of the previous paragraph are breached, the Client shall owe Solid Services an immediately payable penalty equal to 1 gross annual salary for that employee, without prejudice to Solid Services' right to recover the damage actually suffered and to be suffered from the Client.

#### **16. GDPR and Data Breaches**

- 16.1 Where applicable, the Client, as "processor" or "responsible party", ensures that personal data of employees and of any third parties engaged by Solid Services to perform the agreement are processed in a proper and careful manner in accordance with the General Data Protection Regulation (GDPR). Use of this data is only permitted for the purposes of performing the agreement.
- 16.2 If applicable, Solid Services ensures as "processor" or "controller" that personal data that it processes under the performance of the contract are processed properly and carefully in accordance with the General Data Protection Regulation (GDPR). The use of this data is permitted exclusively for the performance of the contract.
- 16.3 If a data breach occurs at the premises of the Client or Solid Services, whereby there is a justified suspicion that data of the other party has been leaked, this must be reported to the other party no later than within 8 office hours.

#### **17. Nullity**

- 17.1 If one of the provisions (or part thereof) of these general terms and conditions or any part of the underlying agreement should be null and void or voided, the remaining content (of the provision) of these general terms and conditions or the underlying agreement will remain in force.
- 17.2 If one of the circumstances referred to in the first paragraph should arise, the parties shall make an arrangement that most closely approximates the intention of the parties.

#### **18. Disputes and applicable law**

- 18.1 Dutch law exclusively governs the agreement between the client and Solid Services, as well as everything related to it or arising from it.
- 18.2 In respect of all disputes arising from the agreement between the Client and Solid Services, the District Court in Breda has jurisdiction in the first instance.

18.3 If the Client is a natural person, who is not acting in the course of a profession or business for the agreement concluded between Solid Services and him, he/she is entitled, during a period of 8 days after Solid Services has invoked the preceding subsection, to choose the competent civil court designated by law for the settlement of the dispute.

#### **19. Final provisions**

19.1 These general conditions have been filed with the Chamber of Commerce and are available for inspection at Solid Services and can be obtained from that location free of charge on request.

19.2 These general terms and conditions came into force on 15 November 2018 and apply to all offers and agreements issued/concluded by Solid Services as from that date. All offers made or agreements concluded before 15 November 2018 shall remain subject to the general terms and conditions applicable up to that date.

d.d. 15 november 2018

Patrick Dewez  
General Manager