



## GENERAL TERMS AND CONDITIONS

(version 2024.01)

**PERDIX B.V.**

### Article 1 Company Details

**Perdix B.V.**, a **limited liability company (B.V.)** incorporated under the laws of the Netherlands, having its registered office in The Hague (The Netherlands) and its principal place of business at **Parkstraat 22 (unit 1.04), 2514 JK in The Hague (The Netherlands)**, registered with the **Chamber of Commerce** under number **91071917**.

### Article 2 Definitions

In these General Terms and Conditions the following definitions shall apply:

- **"Assignment"**: an assigned agreement whereby the Client assigns work to the Contractor and the Contractor undertakes to the Client to perform this work for an agreed fee and expense allowance.
- **"Client"**: the party issuing the assignment.
- **"Contractor"**:
  - **Perdix B.V.**;
  - **Perdix Consultancy**; and/or
  - **Perdix Power**.

### Article 3 Applicability

1. These General Terms and Conditions apply to all legal relationships between the Client and the Contractor, except for deviating agreements between the parties that have been explicitly recorded in writing or digitally and confirmed by both. After amendment or supplementation of the Assignment, these General Terms and Conditions shall continue to apply in full to the (amended or supplemented) Assignment.
2. If the Client accepts the quotation or order confirmation on which reference is made to these General Terms and Conditions without comment, this shall be deemed to be agreement to the application of the Contractor's General Terms and Conditions.
3. The applicability of General Terms and Conditions of the Client is explicitly excluded.
4. Should any provision of these General Terms and Conditions be null and void or annulled, the remaining provisions shall remain in full force and effect.
5. Uncertainties about the contents of these Terms and Conditions, or situations not regulated in these Terms and Conditions, must be assessed in the spirit of these Terms and Conditions.
6. The Contractor is entitled to amend or supplement the General Terms and Conditions. The impact of major substantive changes will always be discussed with the Client.
7. These General Terms and Conditions shall also apply in relation to the Client to any third parties engaged by the Contractor for the execution of the Assignments.

#### **Article 4 Commencement of the Assignment**

1. Quotes and offers from the Contractor are always free of obligation and are valid for 1 (one) month after dispatch, unless explicitly stated otherwise.
2. The Assignment will commence at the moment when the Client has agreed to the unmodified quotation or offer in writing or digitally, or as much earlier as the parties actually start the performance of the Assignment. In the event of amendments to the quotation or offer, the Assignment shall only commence at the moment the Contractor confirms the amendment in writing or digitally.
3. The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.
4. The Assignment is entered into for an indefinite period of time, unless it follows from the nature, content or tenor of the assignment that it was entered into for a definite period of time. An agreed term for the provision of a service by the Contractor shall never be regarded as a deadline, but only as a guideline, unless expressly agreed otherwise in writing. An agreed term starts to run at the moment the Client has provided all requested information to the Contractor.

#### **Article 5 Obligations Contractor**

1. The Contractor shall perform its work to the best of its knowledge and ability and shall endeavour to achieve the best result for the Client in the execution of the assignment. The Contractor has a best-efforts obligation, but cannot guarantee the achievement of an intended result or legal effect.
2. The Contractor is entitled, after consultation with the Client, to engage third parties for the execution of the assignment.
3. The Contractor can only carry out and charge the Client for work in excess of that for which the Assignment was given with the Client's consent.
4. These General Terms and Conditions shall also apply to any third parties engaged by the Contractor for the execution of the engagements.

#### **Article 6 Client's obligations**

1. The Client guarantees the accuracy, completeness, and reliability of the data and information provided by or on behalf of it to the Contractor. Any costs incurred to collect information or data shall be borne by Client.
2. The Client is obliged to notify the Contractor immediately of any new information which may be relevant in any way to the fulfilment of the Assignment.

#### **Article 7 Fees**

1. Unless stipulated otherwise in the quotation or offer, the Contractor's fee does not depend on the outcome or result of the Assignment.
2. Unless stated otherwise in the quotation and offer, all fees quoted by the Contractor are exclusive of turnover tax (VAT) and exclusive of travel and other expenses.
3. In the case of fees based on an hourly rate, an estimate of the number of hours to be spent on the assignment will be made in advance to the extent possible, based on experience and facts and circumstances outlined by the Client.
4. If the Contractor has made an indication or estimate of the costs, this shall serve solely to enable the Client to weigh up the hours involved in the work. The Client cannot derive any rights from such an indication or estimate.
5. All prices, fees, and other monetary amounts offered or contracted shall be subject to annual indexation. The indexation will be based on the Dutch standard Consumer Price Index (CPI), as published by CBS, using the year 2015 as the base year (2015 = 100).

## **Article 8 Invoicing and payment**

1. In principle, the work shall be invoiced monthly in arrears. If a total price has been agreed, invoicing will take place, unless otherwise stipulated in the quotation or offer, after the Assignment has been entered into and the work has started.
2. Payment by the Client shall take place, without deduction, discount or set-off, within 14 (in words: fourteen) days of the invoice date in the manner indicated by the Contractor. Objections to the amount of the invoices do not suspend the Client's payment obligation.
3. If payment is not made within the agreed term, the Client will be in default by operation of law without prior notice of default being required and the Client will owe statutory interest from the due date until the date on which the amount owed is paid in full.
4. In the event of non-payment within the specified payment term, and after the first payment reminder, Contractor reserves the right to send a second payment reminder. Upon this second reminder, an additional charge of 5% of the total invoice amount will be levied as compensation for administrative costs. This surcharge will be added to the outstanding invoice amount.
5. If a party other than the Client, the debtor, takes over the work to be performed for the Client, the Client shall remain fully responsible for that debtor.
6. All judicial and extrajudicial costs incurred by Contractor as a result of non-performance by Client shall be borne by Client.
7. If an invoice from the Contractor is not paid, not paid on time or not paid in full by the Client, the Contractor shall be entitled to suspend or discontinue the services for the Client without the Contractor being liable to the Client for this in any way.

## **Article 9 Confidentiality**

1. The parties are obliged to maintain confidentiality in relation to third parties with regard to information of a confidential nature.
2. The Client shall not disclose the contents of advice and correspondence unless the Contractor has given its express consent.
3. Obligations under this article shall continue to apply in full after termination of the Assignment.
4. The Contractor is entitled to include work or the Client's name in its portfolio and/or on the Contractor's website, provided that all sensitive information is removed.

## **Article 10 Complaints**

1. Complaints regarding the work carried out or the invoice must be made known to the Contractor in writing within 14 (in words: fourteen) days.
2. In the event of a justified complaint, the Contractor has the choice between adjusting the fee charged or correcting or redoing the rejected work without further costs.

## **Article 11 Liability**

1. The Contractor's liability is limited to what is shown in this article.
2. The Contractor shall only be liable for damage resulting from a shortcoming in the execution of the order insofar as this shortcoming is the result of intent or gross negligence.
3. The Contractor shall never be liable for damage that is (partly) the result of incorrect, incomplete or late information provided by the Client.
4. The Contractor's liability shall always be limited to no more than the amount to be paid out under the Contractor's professional liability insurance policy.
5. If for whatever reason no payment is made under the insurance mentioned in the previous paragraph, the liability is limited to a maximum of the amount charged by the Contractor in the previous 3 (in words: three) months.
6. In the event of force majeure, the Contractor shall never be liable.

7. The Contractor's liability is limited to direct damage and does not extend to indirect damage including consequential damage, lost income and profit, financial loss, missed savings, losses suffered, and damage due to business interruption.
8. In the execution of an order, the Contractor may also involve one or more persons who are not directly or indirectly affiliated with the Contractor. The Contracted Party accepts no liability whatsoever for errors made by third parties engaged on behalf of the Client or for the improper functioning of equipment, software, data files, registers or other items used by the Contracted Party in the execution of the assignment.
9. The Contractor is not liable for the loss or destruction of documents during transport or dispatch by post and the consequences arising therefrom.

#### **Article 12**      **Termination**

1. Assignments may be terminated prematurely with the consent of the Contractor and in accordance with the provisions of this article.
2. In the event of early termination, the Contractor retains the right to payment of the invoices for all the work carried out up to that point, whereby the provisional results of the work carried out up to that point will be made available to the Client, insofar as possible.
3. In case of liquidation, (application for) suspension of payment or bankruptcy, attachment at the Client's expense, Contractor shall be free to terminate the Assignment with immediate effect, without any obligation on the part of Contractor to pay any damages or compensation. No judicial intervention or notice of default is required for this. In that case, Contractor's claims against Client shall be immediately due and payable.

#### **Article 13**      **Applicable law**

1. Only Dutch law shall apply to all Assignments between Client and Contractor.
2. Client and Contractor will only appeal to the courts after they have made every effort to settle the dispute in mutual consultation.
3. Unless the law obliges otherwise, the court in the district of the Contractor's place of business is competent to take cognisance of disputes.

#### **Article 14**      **Final provision**

Applicable is that version of the General Terms and Conditions as filed with the Chamber of Commerce at the commencement of the assignment.

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