

TERMS AND CONDITIONS 2022 (T&C 2022) OF THE MSO GROUP

In these conditions is intended by “MSO” the enterprises that are a part of the MSO Group, including, among others, Oranje B.V., established in Rotterdam, Meuva B.V., established in Rotterdam, Schotte B.V., established in Rotterdam, MSO Circulair B.V., established in Rotterdam, and all work companies of Oranje B.V., Meuva B.V., Schotte B.V. and MSO Circulair B.V.

Article 1. Scope terms and conditions

1. These conditions are applicable to every offer of MSO to, and to each assignment agreement between MSO and a Client that MSO has declared these conditions applicable to, as well as to the resulting deliveries and services of any nature whatsoever (the deliveries, activities, or the services to be provided) between MSO and the Client, to the extent these conditions have not been expressly derogated from by parties in writing.
2. The Client with whom has been contracted once on grounds of these conditions is deemed to tacitly agree with the applicability thereof to an assignment agreement concluded with MSO later on.
3. MSO is not bound by terms and conditions of the Client to the extent these deviate from these conditions.
4. If any provision from these conditions is void or is annulled, the other provisions of these conditions will remain fully effective and parties will enter into consultations in order to establish new provisions to replace the void or annulled provisions, whereby the purpose and tenor of the void or annulled provision will be observed as much as possible.

Article 2. Offers

1. All offers, also including issued prospectuses, pricelists, and documents, are entirely non-committal and valid for a period of fourteen days, unless expressly indicated otherwise.
2. The offers are based on the data, drawings, technical description etc. provided by the Client. MSO may assume the correctness thereof.
3. The prices listed in the offer solely regard those activities and/or materials that are expressly described in the offer and are exclusive of VAT, unless expressly indicated otherwise.
4. MSO reserves itself the copyright as well as all other intellectual and industrial property rights to all designs, sketches, drawings, pictures, models, software, etc. provided by them, unless expressly indicated otherwise. These matters/rights remain the property of MSO and may – on pain of a fine, immediately payable without warning or default notice, of € 2,500 (in words: two thousand five hundred Euros) per violation, without prejudice to the right of MSO to claim full compensation of damages – not be copied, shown to third parties, or used in another manner without their express permission.
5. If the assignment is not granted to MSO, all costs that MSO has had to incur to make the offer will be compensated to MSO by the person who requested the offer.

Article 3. Advice, information, and materials

1. The advice and information provided by MSO are general in nature and non-committal, unless it is expressly agreed otherwise.
2. MSO is never liable for the consequences, functional fitness, or quality of materials, information, or work methods that were used by them upon the request or instruction of the Client. By functional fitness is intended the suitability of the material or the part for the purpose it is intended for according to the Client.
3. All damage flowing directly or indirectly from materials, information or work methods applied upon request or instruction of the Client, also including damage incurred by MSO itself, are at the expense and risk of the Client.

Article 4. Adoption agreement(s)

1. Agreements are only adopted by way of offer and acceptance. By way of the written confirmation by the management of MSO or by an employee of MSO with representational authority, or through the actual implementation of the assignment. Assignments are adopted on the condition precedent that adequate creditworthiness of Client is evinced by the information to be obtained by MSO.
2. MSO has the right to demand of the Client that he lodges sufficient security for compliance with the obligations on account of the sales contract. MSO has the right to suspend the implementation of the sales contract until their request to the effect of the lodging of security has been fulfilled.
3. The Client is bound by the assignment granted by him or on his behalf and is obliged in case of cancellation or the modification thereof to compensate the damage that has occurred for MSO, including in any case the costs incurred, loss of profit, loss of interest, etc. in full and upon first request to MSO.

Article 5. Contract price and payment

1. No direction/leadership/supervision will be conducted on behalf of the Client over the execution of the activities.
2. The start and expected duration of the deliveries, activities, or the services to be conducted by MSO are indicative and never apply as strict time limits.
3. Established prices are based on the price level of wages, materials, etc. that are effective at the time of adoption of the agreement and are exclusive of VAT, unless expressly indicated otherwise.
4. MSO has the right to increase the contract price if factors that determine the price of costs undergo an increase. MSO will communicate such a price increase to the Client as soon as possible in a specified manner. The payment of this increase will occur in accordance with what is established in section 5 of this article. If the price increase referred to above amounts in total to more than 20% of the contract price, the Client has the right to rescind the agreement, on condition he notifies MSO accordingly immediately after taking cognisance of the price increase. In such case, the Client is never entitled to compensation of damages.
5. Payments must occur – without deductions, discounts, or setoffs – within fourteen days after the invoice date by way of bank transfer of the amount owed to the IBAN number submitted by MSO or in such different manner as is indicated by MSO. Client waives any possible rights of retention, rights of suspension, authorisations for setoffs, and the right of complaint.
6. Only payments to MSO have liberatory effect.
7. If the Client contests an invoice, this will be communicated within eight days after the invoice date of the relevant invoice by the Client to MSO in writing, on pain of the lapsing of the right of contestation. A contestation of the invoice does not suspend the payment obligation of the Client.
8. Without prejudice to what is established above, the following payment arrangement applies, unless established otherwise:
 - within seven days after adoption of this agreement: 30% of the contract price;
 - within thirty days after 30% of the expected duration of the deliveries, activities, or services to be provided has expired: 30% of the contract price;
 - within 30 days after 60% of the expected duration of the deliveries, activities, or services to be provided has expired: and
 - within 30 days after completion of the deliveries, activities, or the services to be provided: 10%.
 - expenses that were advanced by MSO must be paid by the Client at the latest upon payment of the final instalment.
9. If with respect to the activities conducted or the materials delivered payment of the contract price or a part thereof in instalments is permitted by MSO, the sales tax on the total contract price will be payable simultaneously with the first instalment.

10. In case of non-, non-timely and/or incomplete payment by the Client of any amount owed by him, he falls into default legally with effect as from the due date of the relevant invoice. As from such time, the Client owes administration costs of 2% of the invoice amount, with a minimum of € 50. He also owes delay damages of 1% per month, whereby a part of a month counts as an entire month, on the invoice amount to MSO.
11. In the event that the Client does not, does not properly, or does not timely fulfil any obligation vis-a-vis MSO, he makes a debt settlement with his creditors, applies for suspension of payments, or (provisional) suspension of payments is granted to him, he files for his own bankruptcy or his bankruptcy is granted, he terminates his enterprise or disposes of it, passes away, or – in case he is a corporation – is dissolved, is placed in receivership or forced administration, an attachment is levied to his charge on his movable or immovable property or the latter is expropriated, requisitioned, destroyed, or seriously damaged, he moves his place of residence legally or factually abroad, or in the event that after conclusion of the sales contract with MSO other circumstances come to the knowledge of MSO that give it legitimate grounds to fear that the Client will not fulfil his obligations, the Client is deemed to fall into default legally and the payment obligations – regardless of the terms set to such effect as referred to in section 1 and section 2 of this article – become instantly payable, without requiring any further announcement to such effect.
12. Payments made by the Client always serve to settle first the interest and costs owed and in the second place the oldest payable invoices, even if the Client states that the payment(s) regard(s) (a) younger/different invoice(s).
13. All costs, both judicial and extrajudicial, also including the costs of legal assistance, incurred by MSO as a result of non-compliance with the payment obligations by the Client are at the expense and risk of the Client. The extrajudicial collection costs of MSO, to be applied on the sum to be collected are set, with a minimum of € 500 per invoice, at at least 15% of the contract price.

Article 6. Implementation of the agreement

1. MSO commits itself to carry out the agreement to the best of its ability but does not accept any liability for the result.
2. Upon the implementation of the agreement, MSO observes the applicable regulations and arrangements. If changes occur to these matters between the moment of the offer and the completion of the deliveries, activities, or the services to be provided, the associated costs will be set off as additional work.
3. Within the framework of the applicable regulations and arrangements, deviations will be permitted upon the implementation of the agreement, if and to the extent MSO deems such useful or desirable.
4. Upon the activities for the implementation of the agreement, materials are used with a regular commercial quality.
5. MSO has the right to have the execution of the activities be carried out by one or more third parties or with employees in the service of one or more third parties and/or with materials from one or more third parties.
6. The Client has provided MSO – well before the start of the activities – with a Risk Inventory and Evaluation (RI&E) of the workplace where the deliveries, activities or he services to be provided will be carried out. Included in the RI&E are the specific characteristics of the position(s) to be filled by the employee(s).
7. The Client is obligated to take care timely of all permits and licenses that are required for the execution of the deliveries, activities or the services to be provided, and of all relevant data or characteristics of the matter, the object and/or the substances with respect to which or in the immediate vicinity of which commissioned activities must be carried out are transmitted in writing to MSO. MSO is not liable for direct or indirect damage, of any nature whatsoever, that has occurred due to the lack of permits and/or licenses and/or because incorrect and/or incomplete drawings, calculations, data, information, etc. provided by the Client were relied upon.

8. The Client makes sure at own expense and risk that the employees of MSO and the third parties deployed by it can commence the activities for the purpose of the deliveries, activities, or the services to be provided without disturbance and can do so within the normal working hours, that the indicated work location is suitable for the execution of the activities, that the necessary closable dry storage areas for material, equipment, and other matters are available, that water, electricity, and lighting are available, that the facilities for MSO and the third parties deployed by it required by the law and regulations are in place, and that all safety and other precautionary materials/measures have been taken and are maintained.
9. The Client and all who find themselves on, in, or in the immediate vicinity of the matter and/or the substances with respect to which the ordered activities must be conducted are obliged to observe all regulations regarding safety, fire prevention, discipline, *etc.*, that are effective with respect to employees of MSO and third parties deployed by it.
10. All materials remaining upon the execution of the activities that are left behind as a result of the activities that are carried out are or become the property of MSO without any compensation and may be removed by it from the workplace. If materials and/or remnants must be destroyed, the Client must compensate the associated costs to MSO in full and upon first request.

Article 7. Completion

1. The delivery or completion term will be observed as much as possible but will never apply as a strict time limit.
2. If a delivery or completion date was indicated by MSO, the Client – before default pertains on the part of MSO – will have to declare the default of MSO by way of registered mail, whereby the Client will always state a reasonable term within which MSO will still be able to complete the deliveries, activities or the services to be provided.
3. The deliveries, activities, or the services to be provided are considered completed if:
 - MSO has announced to the Client in writing or verbally on what day the deliveries, activities, or the services to be provided will be completed in their opinion and the latter has failed inspect the deliveries, activities, or the services to be provided within fourteen days after this day; or
 - the Client has approved the deliveries, activities, or the services to be provided after inspection; or
 - the Client has failed within six days after inspection to let MSO know by letter whether the deliveries, activities, or the services to be provided have been approved or not; or
 - if the Client commissions the deliveries, activities, or services to be provided (early), under the proviso that in case of the (early) commissioning of a part of the deliveries, activities, or services to be provided such part is considered completed.
4. The Client timely reports the day and hour of inspection and if possible three days prior to the scheduled inspection to MSO in writing. The (representatives of) MSO are given the opportunity to attend the inspection.
5. The Client commits himself – in case approval is withheld – to accordingly inform MSO within six days in writing, indicating reasons.
6. Small defects that can be restored within thirty days after inspection will never be able to oppose completion.
7. If parties have established that the deliveries, activities, or the services to be provided will be carried out in stages, MSO can suspend the implementation of the next stage until the Client has approved the results of the preceding stage.
8. To the extent MSO is subject to any liability or risk, completion relieves MSO of such liability or risk.
9. If the deliveries, activities, or the services to be provided are rejected by the Client, the provisions of this article are correspondingly applicable to re-inspection.

Article 8. Impracticability sales agreement

1. If after adoption of the sales agreement MSO is unable to comply with it as a result of circumstances that were not known to them upon adoption of the sales agreement, then the sales agreement will, upon a request to such effect made by MSO, be modified in such a manner that the implementation of the sales agreement becomes possible, barring in the situation that the implementation of the sales agreement is never possible as a consequence of force majeure or changed circumstances.
2. The additional or reduced costs flowing from a change to the sales agreement will be settled between parties, while Client additionally must pay the deliveries or activities already conducted but that have turned out to be useless to MSO, all matters in accordance with the calculation of MSO, which will be binding for the Client. The setoff will take place within four weeks after the moment it is established that the sales agreement will not be carried out in the original manner.

Article 9. Additional and reduced work

1. All changes to contacted work, either through a special assignment by or on behalf of the Client, or through measures that have proven necessary to prevent unforeseen issues or to resolve problems that have arisen, or due to changes to the deliveries, activities, or the services to be provided prescribed by the authorities, are considered additional work if they lead to increased costs and reduced work if they lead to lower costs. The lack of a written order for additional work leaves the entitlement to their settlement unaffected.
2. Additional work will be calculated on the basis of price-determining factors that apply at the time that the additional work is carried out. The reduced work will be calculated on the basis of the price-determining factors that were effective at the time of adoption of this agreement.
3. The settlement of additional work occurs upon the maturing of the next payment term. The setting off of reduced work occurs by way of the final settlement.

Article 10. Retention of title

1. MSO remains the owner of the matters delivered and to be delivered by it. MSO remains the owner thereof until the Client has complied with all obligations from all sales agreements concluded with MSO, including the compensation regarding the matter(s) delivered or to be delivered and the compensation with respect to services provided or to be provided by MSO pursuant to the sales agreement(s).
2. For as long as the property of the matter(s) referred to in section 1 of this article has not been transferred to the Client, it is prohibited to the Client – on pain of a fine that is payable immediately and without a warning and/or default notice for the amount of 10% of the contract price and without prejudice to the entitlement of MSO to full compensation of damages – to establish a lien or mortgage title or non-possessory pledge on the matter(s), or to grant a third party any other right thereto.
3. The Client is obliged to mark and keep the delivered matters that are subject to the retention of title with all due diligence and as the recognisable property of MSO.
4. The Client is obliged to insure and keep insured the delivered matters for the duration of the retention of title against fire, explosion, and water damage and against theft. The policy sheet with the policy terms must be presented to MSO for inspection upon first request. All claims of the Client or insurers regarding the delivered matters subject to the retention of title on account of said insurances will, as soon as MSO so requests, be pledged by the Client to MSO.
5. The Client is obliged to render assistance in any possible manner for all reasonable measures that MSO wishes to take to protect its property right with respect to the matters delivered and to be delivered and that do not unreasonably hinder the Client upon the normal exercise of his organisation.
6. If the Client does not fulfil his obligations or a legitimate fear pertains that he will not do so, MSO has the right to recover the delivered matters that are subject to the retention of title and to remove or have removed the matter(s) from the Client or third parties that keep them for him. The Client is obliged to render all assistance to such effect on pain of a fine

that is immediately payable without warning or default notice of 10% of the contract price and without prejudice to the entitlement of MSO to full compensation of damages. After recovery, the Client will be credited for the market value up to a maximum of the original purchase price, minus the costs that MSO has had to incur through recovery.

Article 11. Force majeure

1. By force majeure is intended: any circumstance independent of the will of MSO that permanently or temporarily prevents compliance with the sales agreement and that neither pursuant to the law nor according to standards of reason and fairness should fall to their expense and risk.
2. To the extent not included already are intended by force majeure as well: work strikes, sit-downs, blockades, fire, explosion and other calamities at the organisation of MSO or at the one of one or more of its supplies or sub-contractors, embargo, government measures, (threat of) war, revolution and/or any situation that can be equated therewith, riots, mobilisation, export and import bans, transport restrictions, a lack of timely ordered materials/raw and ancillary materials or parts, storm, whirlwind, frost, sleet, snow, hail, mist, rain, traffic disruptions, power outages, malfunctions of electronic lines of communication, flooding, water damage, earthquake and other natural disasters, as well as large-scale illness of an epidemiological nature on the part of staff, such as, for instance, COVID-19 and related diseases.
3. In case of force majeure on the part of MSO, their obligations on account of the sales agreement will be suspended, for as long as the situation of force majeure lasts. Such suspension, however, will not apply for obligations that the force majeure is not in regard to and that have arisen before the situation of force majeure became effective already.
4. As soon as a situation of force majeure as referred to in section 1 of this article occurs at one of the parties, it will accordingly inform the other party without delay.
5. If the situation of force majeure has lasted for three months, or as soon as it has been established that the situation of force majeure will last longer than three months, each of the parties has the right to terminate the sales agreement intermediately without regard for any notice period.
6. During the situation of force majeure, MSO is not obliged to compensate any damage of or at the Client. Nor is it obliged to after termination of the sales agreement as referred to in section 5 of this article.
7. If MSO when the force majeure becomes effective has already fulfilled its obligations partially or is only able to fulfil its obligations in part, it has the right to separately invoice the part already delivered or respectively the part to be delivered, and the Client will be obliged to settle this invoice as if it regarded a separate agreement.

Article 12. Suspension and rescission

1. In the event that the Client does not, does not properly, or does not timely fulfil any obligation vis-a-vis MSO, he makes a debt settlement with his creditors, applies for suspension of payments or is granted (provisional) suspension of payments, he files for his own bankruptcy or is granted bankruptcy, he terminates his enterprise or disposes of it, passes away or – in case he is a corporation – he is dissolved, is placed in receivership or under forced administration, an attachment is levied to his charge on his movable or immovable property or these matters are expropriated, requisitioned, destroyed, or seriously damaged, he moves his place of residence legally or factually abroad, or in the event that after conclusion of the sales contract with MSO different circumstances come to the knowledge of MSO that give the latter legitimate grounds to fear that the Client will not fulfil his obligations, or if MSO has asked the Client upon conclusion of the sales agreement to lodge security for compliance with the sales agreement and this security fails to occur or is insufficient, the Client is deemed to have fallen into default legally and MSO has the authority to suspend the further implementation of the sales agreement without any default notice or judicial intervention or to rescind it completely or in part, all

- matters without prejudice to the other rights of MSO, including in any event the right to claim compensation of damages.
2. If circumstances occur with respect to persons and/or material that MSO makes use of or has the custom of using upon the implementation of the agreement that are of such a nature that the implementation of the agreement becomes impossible or cumbersome to such a degree and/or disproportionately costly, or that compliance with the agreement can no longer reasonably be demanded of MSO, MSO is authorised to suspend the sales agreement or to rescind it completely or in part.
 3. If MSO suspends the implementation of the sales agreement and later on still completes the deliveries, activities, or the services to be provided, the Client is obliged to compensate MSO for the damage it has incurred as a result.
 4. If MSO rescinds the sales agreement, the Client or his successor in title is obligated to pay the full amount established for the execution of the activities to MSO after deduction of the price of cost of the materials of MSO not used and the wages not disbursed due to the non- or incomplete implementation of the sales agreement, all matters in accordance with the calculation of MSO, which will be binding for the Client.
 5. If MSO considers the sales agreement rescinded, because the Client after having granted an order to MSO subsequently has/had the deliveries, activities or the services to be provided carried out by someone else, MSO is entitled to compensation of damages in the matter of attributable shortcomings committed by the Client in complying with his obligations. The compensation of damages is set at 15% of the contract price, without prejudice to the right of MSO to claim full compensation of damages.
 6. In case of each attributable shortcoming in complying with the obligations by the Client, the Client falls – without any warning and/or default notice being required to such effect – into default immediately. Any claim of MSO on the Client – in case of an attributable shortcoming in complying with the obligations by the Client – is instantly payable.

Article 13. Liabilities

1. Barring provisions of mandatory law, MSO is not obliged to provide compensation for damage of any nature whatsoever that has occurred to the Client directly or indirectly, or to matters or staff or persons at or of the Client or a third party.
2. Any possible liability of MSO for any direct damage is limited to the amount that is disbursed in the relevant case under the professional liability insurance of MSO, increased by the sum of the deductible that is borne by them pursuant to the applicable insurance contract.
3. Any possible liability for any direct damage of MSO for which the professional liability insurance does not provide any coverage is limited in any event to 50% of the contract price per event.
4. MSO is never liable under any circumstance for:
 - business damage (immobilisation of the business or delay issues, expenses, loss of income, etc.) and other consequential damage, regardless of the cause of their occurrence;
 - damage caused by or during the activities to matters or parts of matters on which work was/is done, to matters or persons that are located at or in the vicinity of the place/location where work was/is done, and to the environment;
 - damage that has/may occur – in any manner whatsoever – upon the claiming of the relevant matter before, during or after the agreement and the execution of the deliveries, activities, or the services to be provided, or damage that has occurred if the matter remains under the control of MSO after the end of the deliveries, activities, or the services to be provided, either because the Client so wishes or because the Client has not fulfilled his obligations on account of the sales contract and associated terms and conditions, or for different reasons; and
 - damage as a result of the use of (electronic) means of communication (for example for damage due to delays, non-delivery, disclosure, interception and/or manipulation of

electronic messages by third parties, or damage that has occurred due to hardware and/or software that was used or the transmission of viruses and the likes).

5. The Contractor commits himself to take care of a sufficient, fully covering liability insurance for all direct and indirect damage as referred to in this article.
6. The Client safeguards MSO against any possible claims by third parties for the compensation of any damage incurred by third parties as a result of or in connection with the (execution of the) activities of MSO (also including the activities of their employees, hired workers, and deployed ancillary workers).
7. The Client safeguards MSO against any possible claims of the tax office for the payment of fines on account of not or incorrectly complying with the obligations on account of labour laws 'WAADI' and/or 'Wet arbeid vreemdelingen' and other legislation and regulations.
8. MSO has the right at all times, if and to the extent possible, to undo any possible damage of the Client. This also includes the right of MSO to take measures that can prevent or mitigate any possible damage. This does not relieve the Client of his obligation to mitigate damage.
9. The Client is obliged vis-a-vis MSO to compensate all direct and indirect damage that he causes to MSO.

Article 14. Disputes

1. To the sales contract and the underlying terms and conditions, Netherlands Law is applicable.
2. With respect to disputes between parties that are related to the sales contract and/or the associated terms and conditions, the Netherlands court of law is exclusively competent.
3. To the extent the adjudication of such disputes falls under the competence of any court, these will exclusively be ruled upon by the court within the district where MSO has its registered seat.

These T&C 2022 have been deposited with the registrar of the Court of Rotterdam on 10 November 2022 under number 38/2022.