

TERMS AND CONDITIONS OF VAN ECK

1. Definitions

1.1. In these general terms and conditions, the following terms are defined as follows:

- a. Van Eck: the private company with limited liability **Van Eck Bedrijfshygiëne B.V.**, registered with the Chamber of Commerce under number 17063239 and the private company with limited liability **Van Eck Hygiëne B.V.**, registered with the Chamber of Commerce under number 53503031, both located at (5691 PD) Son, Sonniuswijk 49. These General Terms and Conditions also apply to the company **Stallenhygiëne Van Essen B.V.** affiliated with Van Eck, registered with the Chamber of Commerce under number 08057968, having its registered office at (8171 MB) Vaassen, Talhoutweg 5;
- b. Client: the (legal) person to whom Van Eck has addressed the offer or order confirmation, or who has placed an order with Van Eck;
- c. Agreement: the agreement between Van Eck and the Client, concluded in accordance with article 3 of these general terms and conditions, whereby Van Eck acts as vendor, supplier of goods, service provider or contractor;
- d. Consumer: the Client, being a natural person, who is not acting for purposes related to his trade, business, craft or profession.

2. Applicability

- 2.1. These general terms and conditions apply to all agreements between Van Eck and a Client to which Van Eck has declared these terms and conditions applicable, to the extent the parties have not explicitly made any provisions contrary to these terms and conditions in writing.
- 2.2. These general terms and conditions also apply to agreements with Van Eck for the performance of which Van Eck engages third parties.
- 2.3. Any purchase or other terms and conditions of the Client are not applicable, unless explicitly accepted in writing by Van Eck.
- 2.4. If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be annulled, the provisions of these general terms and conditions shall remain fully applicable. Van Eck and the Client shall in such case enter into consultation with each other in order to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and purport of the original provisions will be observed as much as possible.

3. Conclusion of the agreement

- 3.1. All of Van Eck's offers and/or quotations, in any form whatsoever, are without obligation.
- 3.2. Offers are valid for the period stated in the offer. If no period is included, the offer is valid until 30 days after the date on which the offer is made.
- 3.3. Van Eck's quotations are based on the information provided by the Client. The Client guarantees the accuracy and completeness of such information and guarantees that it has provided all essential information for the set-up and execution of the assignment.
- 3.4. Agreements are concluded when Van Eck accepts the order given by the Client through an electronic or written confirmation, upon a written agreement signed by the parties or by Van Eck's effective execution of the order.

4. Delivery

- 4.1. Van Eck delivers the goods or services at the time and location determined by agreement. If no delivery time has been agreed, a delivery time of 14 working days applies.
- 4.2. Stated delivery time-limits serve only as a guideline and are therefore not deadlines.
- 4.3. If and to the extent the proper performance of the agreement so requires, Van Eck shall be entitled to have all or part of the goods or services delivered by third parties.
- 4.4. After the execution of the agreement, the parties can no longer dissolve or annul the agreement.
- 4.5. Van Eck is permitted to deliver sold goods in parts. If the goods are delivered in parts, Van Eck is authorised to invoice each part separately.
- 4.6. If the parties have agreed that the execution of the activities takes place in stages, Van Eck may suspend the execution of those parts until the Client has approved the results of the preceding stage in writing.

5. Price

- 5.1. The prices quoted and/or agreed by Van Eck (quoted in euros) are exclusive of turnover tax (VAT) and other government-imposed taxes and levies. The shipping costs of goods to be delivered are exclusive. Van Eck reserves the right to deviate from this provision.
- 5.2. If no fixed price has been agreed, the price shall be determined on the basis of the hours actually worked and the applicable hourly rate.
- 5.3. Expenses incurred by Van Eck that are not specified in the quotation and/or agreement will be at the expense of the Client.
- 5.4. Van Eck is entitled to charge unforeseen cost increases to the Client, even if a fixed price has been agreed upon. The Client will be notified of such price increases in writing in advance.

6. Terms of payment

- 6.1. Payment of the invoice must be made within 14 days after the invoice date by transferring the amount due to the bank account number stated on the invoice. Offsetting amounts against claims held by the Client against Van Eck is excluded.
- 6.2. In the event of late payment, the Client will immediately be in default and Van Eck will be entitled to charge the Client extrajudicial costs to the amount of at least 15% of the amount to be collected, to a minimum of € 450. In the event of late payment, the Client will furthermore be due interest on the amount to be collected to the amount of 1.5% per month.
- 6.3. Van Eck is entitled to request a down payment from the Client. Van Eck will only commence work after receipt of the down payment, unless otherwise agreed in writing. The down payment will be offset against the last invoice for the work to which the down payment is related.

- 6.4. The Client is not entitled to suspend the fulfilment of its payment obligation, arising from the agreement and related legal acts, for any reason whatsoever.

7. Client's Cooperation

- 7.1. The Client shall make every effort to provide full cooperation to the best of its ability and shall at all times provide Van Eck with all data or information that is useful and necessary for the proper performance of the agreement and shall provide all cooperation in a timely manner.
- 7.2. The Client guarantees the accuracy, completeness and reliability of the information provided to Van Eck, even if it originates from third parties.
- 7.3. If the event that the execution of the agreement is delayed because the Client fails to fulfil its obligations or the information provided by the Client does not comply with the provisions of Article 7.2, the resulting costs shall be for Client's account.
- 7.4. If the Client should fail to properly fulfil its obligations in respect of Van Eck, the Client will be liable for all the resulting damage directly or indirectly caused to Van Eck.

8. Change of order and additional work

- 8.1. The Client accepts that the time schedule of the order may be affected if the parties agree in the interim to expand or change the method of action, working method or scope of the assignment and/or the resulting activities.
- 8.2. If interim changes in the assignment arise due to the Client's actions, for example due to enhanced knowledge, the late provision of documents, data or employees, Van Eck will make the necessary adjustments to the assignment if the quality of the service so requires. Any additional work caused by such adjustment will be charged on to the Client.

9. Retention of title

- 9.1. All products delivered by Van Eck remain the property of Van Eck until the moment of full payment of all claims that Van Eck may still have on the Client at the moment of delivery, for any reason, and including interest and costs.

10. Models, samples and examples

- 10.1. Any models, samples, examples, illustrations or other data shown or provided by Van Eck are only by way of indication and therefore no rights can be derived from this. The qualities of the goods or services to be delivered may deviate from the goods or services shown, unless Van Eck has explicitly stated in writing that delivery will be made in accordance with the goods or services shown.

11. Guarantee

- 11.1. Van Eck guarantees the solid condition of the goods and/or services delivered and/or provided by it, as well as that it will make every effort to perform the agreement with the required care and expertise and in compliance with the required certifications. It is vital that the Client observes all client instructions given by Van Eck, in failure of which any claim or guarantee will be cancelled.
- 11.2. If a Client suspects or can reasonably suspect that goods or services delivered by Van Eck may have harmful effects as a result of any incident, the Client must notify Van Eck in writing immediately, in any case within 24 hours, on pain of forfeiture of all rights and claims.

12. Complaints

- 12.1. Van Eck must be notified of any questions about - or objections to - an invoice from Van Eck in writing, stating the reasons, within 30 days after the invoice date, on pain of forfeiture of rights. Complaints do not suspend the payment obligation of the invoice in question. Upon expiry of the aforementioned term, the invoice will be deemed to have been unconditionally accepted.
- 12.2. The Client is obliged to inspect the delivered goods or services as soon as they have been performed or delivered and to determine whether the services or goods have been performed or delivered in accordance with the agreement.
- 12.3. Complaints regarding delivered goods or services must be submitted to Van Eck fully and clearly described, at the latest within 14 days after the Client has discovered or has been able to discover the defects, under pain of forfeiture of rights.
- 12.4. Unless the Client proves that it has followed the instructions provided by Van Eck, a complaint that may be caused in part by non-compliance with the instructions provided will not be dealt with. The same applies if the Client may have failed to comply with its obligations pursuant to Articles 7.1 and 7.2. The burden of proof in this matter shall always be vested in Client.
- 12.5. Delivered products can only be returned with permission from Van Eck.
- 12.6. All claims and/or titles against Van Eck, for any reason, shall be cancelled within 1 year after they have arisen.

13. Force majeure

- 13.1. In the event of force majeure on the part of Van Eck, all obligations of Van Eck in respect of the Client arising from the agreement concluded and other legal acts will be suspended.
- 13.2. In these general terms and conditions, force majeure shall, in addition to is the relevant provisions in law and case law in this respect, mean: all external causes that cannot reasonably be anticipated and which result in Van Eck being no longer able to (fully) fulfil its agreements. This includes, however, is not limited to: strikes, illness of Van Eck's own personnel as well as any third parties engaged, staff shortages, fire, operational and technical malfunctions at Van Eck or at any external parties engaged, being supplied insufficient or incorrect information, or when insufficient cooperation is provided.

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| <p>14. Liability and indemnity 14.1. Van Eck shall only be liable for damage resulting from intent or deliberate recklessness on the part of Van Eck.</p> | <p>18.5. The risk and burden of proof for correct and timely exercising the right of withdrawal is vested with the Consumer.</p> |
| <p>14.2. Van Eck's liability is limited to compensation of the direct damage suffered by the Client up to a maximum of the amount of the fee received by Van Eck for its work in connection with the assignment. Moreover, the maximum damage to be compensated shall never exceed the maximum amount to be paid out by Van Eck's insurer.</p> | <p>19. Exercising the right of withdrawal 19.1. If the Consumer withdraws the order after having first explicitly requested for the work to commence, the Consumer will be due to Van Eck an amount for the performance of the work proportional to that part of the agreement that has been performed by Van Eck at the time of withdrawal, compared to full performance of the agreement.</p> |
| <p>14.3. Direct loss or damage shall exclusively include the costs reasonably incurred by the Client to repair or remedy Van Eck's failure to perform, so that the Client's performance does comply with the Agreement, as well as any reasonable costs to prevent or limit such loss or damage and reasonable costs to determine the cause and scope thereof.</p> | <p>19.2. The Consumer shall not bear any costs for the performance of work if Van Eck has not provided the Consumer with the legally required information on the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form.</p> |
| <p>14.4. Any liability on the part of Van Eck for indirect damage, including but not limited to: Consequential loss, loss of profit, lost savings and damage due to interruption in business operations is excluded.</p> | <p>19.3. If the Consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.</p> |
| <p>14.5. Van Eck Bedrijfshygiëne B.V. can never be held responsible and/or liable for any activities and/or applications of products that have not been carried out or applied by employees of or on behalf of Van Eck</p> | <p>20. Van Eck's obligations in the event of withdrawal</p> |
| <p>14.6. The Client shall indemnify Van Eck and fully compensate Van Eck for all claims from third parties, as well as for all reasonable costs of defence against such claims, which are in any way related to the work carried out for the Client.</p> | <p>20.1. Van Eck will immediately send written confirmation of receipt of the withdrawal.</p> |
| <p>14.7. If Van Eck engages a third party for the performance of a Client's agreement, Van Eck will be held harmless by such third party (contractor) and fully indemnified against any claims from third parties, including however not limited to the Client. An example of such a claim is a claim relating to Book 7, Section 171 of the Dutch Civil Code. Van Eck is not liable in respect of the Client or third parties for damage caused by the third party engaged by Van Eck.</p> | <p>20.2. Van Eck shall reimburse all payments made by the Consumer without delay, and no later than within 14 days following the day on which the Consumer notifies him of the withdrawal. 20.3. Van Eck will use the same payment method used by the Consumer for refunds, unless the Consumer agrees to a different method. The refund is free of charge for the Consumer.</p> |
| <p>15. Suspension, dissolution and termination of the contract</p> | <p>21. Exclusion of the right of withdrawal</p> |
| <p>15.1. Both parties may terminate the agreement in writing or electronically. 15.2. If the Client terminates the agreement in whole or in part, any work already carried out, which has been prepared on the basis of the agreed price or the applicable hourly rate if no fixed price has been agreed, will be charged pro rata.</p> | <p>21.1. Van Eck may exclude the following services and items from the right of withdrawal, yet only if Van Eck has clearly stated this in the offer, or at least in good time prior to the conclusion of the agreement:</p> |
| <p>15.3. Van Eck will be authorised to suspend the fulfilment of the obligations or to dissolve the agreement if the Client fails to fulfil the obligations arising from the agreement, fails to fulfil them fully or fails to fulfil them on time, or if Van Eck becomes aware of circumstances after the agreement has been entered into giving Van Eck good reason to fear that the Client will not fulfil the obligations or if, due to the delay on the part of the Client, Van Eck can no longer be required to fulfil the agreement under the terms and conditions originally agreed upon.</p> | <p>a. The agreement to supply services and goods, the price of which is subject to fluctuations in the financial market, which Van Eck has no control of and which may occur within the withdrawal period; b. The agreement to perform a service, after full performance of the service, yet only if:</p> <ul style="list-style-type: none"> • The execution of the work started with the Consumer's express prior consent, and • The Consumer has declared that he loses his right of withdrawal as soon as Van Eck has fully performed the contract. |
| <p>15.4. Furthermore, Van Eck will be authorised to dissolve the agreement if circumstances arise that are such that fulfilment of the agreement is impossible or if other circumstances arise that are such that Van Eck cannot reasonably be required to maintain the agreement without any changes.</p> | <p>c. The agreement to deliver an item produced for the Consumer according to specifications; d. The agreement to deliver an item with a health risk of which the seal has been broken;</p> |
| <p>15.5. If Van Eck proceeds to suspending or dissolving the agreement, it will not be obliged in any way whatsoever to pay compensation for the damage and costs incurred as a result.</p> | <p>e. The agreement for the delivery of an item which, by its nature, has been irrevocably mixed with other items after delivery.</p> |
| <p>15.6. If the dissolution is attributable to the Client, Van Eck will be entitled to compensate the damage, including the costs directly and indirectly incurred.</p> | <p>22. Final provisions</p> |
| <p>15.7. If the Client fails to fulfil its obligations ensuing from the agreement and this failure to fulfil justifies dissolution, Van Eck will be entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, whereas the Client will be obliged to pay compensation or indemnification on account of breach of contract.</p> | <p>22.1. All agreements relating to the provision of services by Van Eck shall be governed by Dutch law. 22.2. Disputes between Van Eck and the Client, arising from the agreement or other legal acts between them, shall be submitted exclusively to the competent court in the district of Oost-Brabant.</p> |
| <p>15.8. In the event of liquidation, (applications for) suspension of payments or bankruptcy, attachment - if and to the extent the attachment has not been lifted within 3 months - at the expense of the Client, in the case of debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, Van Eck will be at liberty to terminate the agreement promptly and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnification. In that case, Van Eck's claims against the Client will be immediately due and payable.</p> | <p>22.3. Van Eck is authorised to amend these general terms and conditions. The most recently filed version of the general terms and conditions applies at all times. A copy of any amended general terms and conditions will each time be sent to the Client in writing or electronically.</p> |
| <p>16. Confidentiality</p> | |
| <p>16.1. Van Eck and the Client are obliged to observe confidentiality with regard to all information they have obtained from each other or from another source under their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.</p> | |
| <p>17. Intellectual property</p> | |
| <p>17.1. Without prejudice to the provisions of Article 16 (Confidentiality) of these terms and conditions, Van Eck retains all intellectual property rights relating to the services and products (including documentation) provided by it.</p> | |
| <p>17.2. All documents provided by Van Eck, such as reports, advice, designs, working methods and other intellectual products of Van Eck, are exclusively intended to be used by the Client and may not be reproduced, made public or disclosed to third parties in any way whatsoever, whether or not through the engagement of third parties, without the prior consent of the Client.</p> | |
| <p>17.3. Van Eck reserves the right to use knowledge gained through the performance of the work for other purposes, where no confidential information is disclosed to third parties.</p> | |
| <p>18. Revocation</p> | |
| <p>18.1. The Consumer may dissolve the order for a period of 14 days without stating reasons in the same way as the agreement was effected.</p> | |
| <p>18.2. The period referred to in Article 18.1 commences on the day following the conclusion of the agreement.</p> | |
| <p>18.3. If Van Eck has not provided the Consumer with the legally required information regarding the right of withdrawal or the model withdrawal form, the cooling-off period ends 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.</p> | |
| <p>18.4. If Van Eck provides the Consumer with the legally required information regarding the right of withdrawal or the model withdrawal form within 12 months after the effective date of the original cooling-off period, the cooling-off period expires within 14 days after the day on which the Consumer has received the information.</p> | |