TERMS AND CONDITIONS

Facility Van Guard

These are the terms and conditions of Facility Van Guard (FVG). FVG is located at Vlierweg 12, 1032LG Amsterdam registered with the Chamber of Commerce (Kamer van Koophandel) under number: 90786696.

If you have any questions, you can contact us via mail at: info@facilityvanguard.com.

FVG reserves the right to change these terms and conditions. You agree that the most recent version of these terms and conditions apply. Parties may deviate from these Terms and Conditions in writing.

1. Services

We offer the following services: Facility Consultancy Services, Facility Maintenance Services, Cleaning Services, Transportation Services, Light Construction Services.

2. Applicability of these GeneralTerms and Conditions

These terms and conditions apply to every offer, proposal and assignment between FVG and you (Client). On request, FVG shall send these terms and conditions to you, free of charge. They are also available on www.facilityvanguard.com.

3. Establishment oftheAssignment

The assignment shall be deemed established when Client consents to the service.

4. Proposalsand Offers

4.1. All offers and proposals from FVG are non-binding, unless agreed otherwise in writing. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).

4.2. If the Client provides FVG with certain information, FVG may assume that the provided information is correct and will base the proposal on that information.

5. Pricing

5.1. FVG can raise the price in the interim in the case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the assignment.

5.2. In case FVG has raised prices due to the circumstances referred to in the previous section, the Client has the right to annul the assignment. The Client will be charged for costs incurred for

working hours or the execution of parts of the assignment. The Client in such case has no right to compensation or damages.

5.3. An offered price does not include expenses for FVG and does not include taxes or levies by the authorities. 2 7 July 2024

6. Payment and Collection Charges

6.1. Client must pay within fifteen days after the invoice date. FVG shall send an invoice monthly.

6.2. If the payment by Client is due, he will automatically be in default (verzuim), without a notice of default (ingebrekestelling) being required. In case of default, Client owes FVG an interest of 10%, unless the statutory interest (in case he is a consumer) or alternatively the statutory commercial interest, is higher. In that case Client owes that interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by Client in full.

6.3. If Client does not pay in time, he shall immediately be in default. He will then be due to FVG all extrajudicial costs. In case of an invoice amount to € 267, these costs will be € 40. In case of a higher invoice amount, the maximum collection fees are as follows:

6.4. 15% on the first € 2,500;

6.5. 10% on the part that remains thereafter, up to € 5,000;

6.6. 5% on the part that remains thereafter, up to € 10,000;

6.7. 1% on the part that remains thereafter, to € 200,000;

6.8. 0.5% on the remaining part, whereby the total collection fees are maximized to € 6,775.

6.9. Any outstanding amounts by the Client are immediately payable in the following cases:

6.10. Client fails to pay within the payment term;

6.11. Client is bankrupt or applied for a suspension of payment or any other insolvency procedure;

6.12. Client (company) is dissolved or liquidated;

6.13. Client (private individual) is placed under guardianship or deceased.

7. Duration

7.1. Client and FVG enter into the contract for an indefinite period of time, unless the Parties agree otherwise.

7.2. For an assignment of an indefinite term, the following notice periods apply:

FVG can terminate the agreement per every first day of the month. The notice period is 2 months. FVG terminates the agreement by means of a signed letter.

The Client can terminate the agreement per every first day of the month. For the Client a notice period is 2 months. The Client terminates the agreement by means of a signed letter. In this letter he must specify the reason for cancelling the agreement.

Parties can terminate an agreement at any given time by mutual consent.

8.ExecutionTime

8.1. If Client owes FVG a prepayment or if FVG needs Client to provide certain information or materials, the term within which FVG shall execute the activities (the execution time), shall not begin to run until the prepayment, information or material is received by FVG.

8.2. If parties, before execution, have agreed on a term for the fulfillment of the services, the final date shall never be regarded as a deadline. When the term is due, Client shall send a notice of default to FVG. 3 7 July 2024

8.3. Client cannot terminate the agreement if FVG exceeds a term. This does not apply when execution of the activities is permanently impossible or if FVG does not execute the activities within a new term for execution. Such new term should be given in writing.

9. ThirdParties

FVG may involve third parties to (partially) perform the activities. The following articles of the Dutch Civil Act (Burgerlijk Wetboek) do not apply:

7:404 (execution by a certain person);

7:407 sub 2 (joint and several liability);

7:409 (death of a certain person).

10. ExecutionoftheAssignment

10.1. FVG shall execute the assignment at the best of its knowledge and abilities and according to the requirements of professional practice.

10.2. FVG may execute the assignments in different phases and send separate invoices on the different phases.

10.3. If FVG performs the assignment in different phases, FVG may suspend any activities on the next phase until Client approved the execution of the last phase in writing.

10.4. Client shall timely provide FVG with all information or material, required for the execution of the assignment.

10.5. If Client does not provide the material or information in time, FVG may suspend the execution of the assignment and charge the additional costs, resulting from the delay. FVG is not liable for any damages, resulting from incorrect or incomplete information, provided by Client.

11. Changesof the Assignment

11.1. If it proves to be necessary to change the assignment during the activities in order to guarantee a decent execution of the assignment, parties shall negotiate the required changes and agree on them in writing.

11.2. If parties agree on altering the assignment, FVG may raise or lower the price. If possible, FVG shall provide a quotation to Client in advance. The execution time may change with a change of the assignment. Client agrees on the possibility to change the assignment, the pricing and the execution time.

11.3. FVG may refuse a request, made by Client, to change the assignment if such changes could affect the quality or quantity of the activities.

12. Suspension, Dissolution

12.1. FVG may temporarily suspend the execution of the activities if he cannot comply because of force majeure.

12.2. If the execution of the assignment is permanently impossible, parties may cancel the assignment for the part that has not been fulfilled.

12.3. FVG may suspend or cancel the assignment if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate FVG for damages.

13. Termination in the Interim

13.1. If FVG cancels the assignment in the interim, FVG shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for FVG, these costs shall be borne by Client.

13.2. FVG may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:

13.3. Client fails to pay within the payment term;

13.4. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;

13.5. Client (the company) is dissolved or liquidated;

13.6. The occurrence of circumstances in which Client can no longer freely dispose of his capital.

14. Force Majeure

14.1. FVG is not obliged to comply in the event of force majeure.

14.2. FVG may suspend the obligations, coming from the assignment, for as long as the force majeure continues.

14.3. If FVG complied with a part of its obligations, and that part has an independent value, FVG may charge that part to Client.

15. Retention of title

15.1. Everything supplied by FVG shall remain the property of FVG until Client has fully fulfilled all its obligations.

15.2. Client must do everything he can reasonably do to secure the properties of FVG.

15.3. If FVG wishes to exercise its property rights, Client gives unconditional and irrevocable consent to FVG to enter all places where the properties are located, so that FVG can take them back.

16. Guarantees

16.1. FVG warrants that all deliveries shall be in compliance with the usual requirements and standards that may be stipulated in this respect at the time of delivery.

16.2. This does not apply if a defect occurs to the goods delivered, as a result of Client's fault.

16.3. This guarantee also does not apply if the defect is being caused by circumstances beyond FVG's control.

17. Examination

17.1. Client shall examine the result of the assignment when the assignment is finished. Client shall examine if the quantity and the quality of the result is in accordance with the agreement.

17.2. Client shall notify FVG in writing within fourteen days after completion of the assignment, of any visible defects or shortcomings. Client shall notify FVG in writing within thirty days on shortcomings or defects that are invisible at first sight. The notification must contain a detailed description of the shortcoming.

18. Complaints

18.1. Client shall notify FVG in writing of any complaints within one-month after detection (or –on invisible shortcomings– after he could have detected it).

18.2. A timely notified complaint does not suspend or cancel any payment obligation resting on Client.

18.3. If Client does not notify FVG timely, Client is not entitled to any recovery, replacement or compensation.

18.4. If it is established that the complaint is justified and the notification by Client thereof was timely delivered, FVG shall recover, replace or compensate for its work within a reasonable term after notification of the shortcoming, in writing from the Client.

18.5. If it is established that a complaint is not justified, Client shall compensate FVG for made expenses (like research costs).

19. Liability

19.1. FVG is only liable for direct damages suffered by Client as a direct consequence of a shortcoming by FVG.

19.2. FVG is not liable for any damages resulting from FVG due to incorrect or incomplete information provided by Client.

19.3. The liability of FVG shall never exceed the amount paid by its insurer.

19.4. If FVG's professional liability insurer does not cover the damages, FVG's liability is limited to the amount paid by Client. Under no circumstances can this liability exceed the amount of €1000.

19.5. The limitations set out in this article do not apply if the damages are the result of a deliberate act or gross negligence.

20. LimitationPeriod

The limitation period on all claims and defenses against FVG is one year.

21. Indemnification

21.1. Client indemnifies FVG from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to FVG.

21.2. If third parties address FVG to be liable for damages resulting from the execution of the assignment, Client shall support FVG both judicial and extrajudicial and Client shall do what may be expected from him.

21.3. If Client does not provide the support described in paragraph 2, FVG may take the actions it deems required. All expenses and damages made by FVG in this respect shall be borne by Client.

22. Intellectual Property

22.1. All the plans, documents, pictures, drawings, programming, creations and related information, made by FVG, remain property of FVG. This also applies if related expenses are charged or when these are improved, later on.

22.2. Client can only copy the aforementioned properties if it is for internal use within Client's company and cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by FVG.

22.3. Client and FVG shall agree on more detailed arrangements, in separate agreements, on certain licenses, given to Client by FVG. If parties do not agree on further terms concerning the licenses, FVG grant Client a non[1]transferrable license to use the works, made by FVG (like: software, designs, illustrations or any other creation), for an indefinite period of time.

23. Non-Disclosure

23.1. FVG shall not disclose any of Client's information to third parties, unless FVG is required by a statutory or professional obligation to disclose the information.

23.2. FVG shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves FVG and the information can be of importance.

23.3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advice or other expressions from FVG, whether they are in writing or not.

24.Nullity

If any part of these conditions is void or voidable, this does not alter the validity of the remainder of these conditions. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

25. Conflicting Provisions

If any of the provisions from these terms and conditions are in conflict with a provision from an agreement, the provisions of these terms and conditions shall prevail.

26. Applicable Law

Dutch law.

27. Competent Court

The Court of Amsterdam