

# Terms and Conditions of Supply

## Clause 1: Definitions

The following definitions apply in these terms and conditions:

- a) Contractor: HAS Education Foundation (trading as: HAS green academy) registered in the Dutch commercial register with registration number 41084408.
- b) HAS Green Academy Staff: persons in the employment of HAS green academy or involved by HAS green academy in the Client's assignment; project staff involved in HAS green academy's assignments in the context of completing their studies at HAS green academy.
- c) Client: any natural or legal person entering into an agreement with HAS green academy;
- d) Assignment: the development and/or supply of Services for the benefit of the Client;
- e) Services: means the services and all related or resulting products, services and results to be supplied by HAS green academy;
- f) Terms and Conditions of Supply: these terms and conditions of supply applied by the Contractor.

## Clause 2: Application

1. These Terms and Conditions of Supply apply to all offers, work, quotations and agreements relating to an Assignment that are carried out by the Contractor, unless stated otherwise in the quotation.
2. The application of any other general (purchase or other) terms and conditions used by the Client is explicitly rejected, unless the Contractor has consented in writing to their application.
3. Any additional and/or alternative terms and conditions used by the Client are not applicable, unless they are accepted in writing by the Contractor.
4. Any Client with whom an agreement to which these Terms and Conditions of Supply apply has been entered into on one occasion agrees to the application of these Terms and Conditions of Supply to all further agreements, unless otherwise agreed in writing.
5. The Contractor reserves the right to amend these Terms and Conditions of Supply at any time. The new Terms and Conditions of Supply enter into force immediately from the time of notification of these new Terms and Conditions of Supply to the Client. From the time of notification, the new Terms and Conditions of Supply also apply to any existing agreements between the Contractor and the Client.

## Clause 3: Offer and acceptance

1. The Contractor offers to perform an Assignment by submitting a quotation. The quotation is based on the information provided by the Client. The Client warrants that to the best of their knowledge all information relevant for the preparation of an accurate quotation is supplied to the Contractor.
2. The Contractor's offer to perform an Assignment is without obligation. Assignments and acceptances of offers by the Client are irrevocable.
3. The Contractor is only bound if it has confirmed in writing its acceptance of the offer or has commenced performance of the agreement.
4. The Client shall report any inaccuracies or supposed inaccuracies in the Contractor's order confirmation by notifying the Contractor in writing within five days following the date of the confirmation; if they have not done so, the order confirmation is regarded as a correct and complete representation of the Assignment and is binding on the Client.
5. Oral commitments or agreements made by or with its staff are only binding on the Contractor if and to the extent that they have been confirmed in writing by the Contractor.

## Clause 4: Performance of an Assignment

1. The obligation(s) undertaken by the Contractor pursuant to the Assignment is/are best endeavours obligations. The Contractor shall perform the Assignment to the best of its understanding and abilities and in accordance with the principles of professionalism.
2. The deadlines agreed for delivery are approximate and cannot be regarded as strict deadlines. In the event that a deadline is (or threatens to be) exceeded, the Parties will enter into consultation as soon as possible in order to take appropriate measures.
3. Changes to the original Assignment due to actions by the Client may affect the agreed deadlines and the costs for performing the Assignment. Surcharges or extra costs resulting from this shall be borne by the Client. The Contractor shall inform the Client of the additional costs when these become foreseeable.

## Clause 5: Provision of staff

1. The Contractor is at all times entitled to have the Assignment carried out by staff other than the HAS Green Academy Staff or by other third parties engaged by the Contractor. No prior permission from the Client is required for this.

## Clause 6: Information

1. Information such as documents and data that are relevant for the performance of an Assignment will be supplied to the Contractor by the Client in good time.
2. The Contractor is only bound to perform (or continue performance of) the Assignment once the Client has supplied all the information requested by the Contractor.
3. The Client guarantees the accuracy, completeness and reliability of any information provided by them or on their behalf that is necessary for the performance of the Assignment.
4. If and to the extent that information necessary for the Assignment is not provided to the Contractor either at all, on time or in accordance with the agreements reached, or where the information provided is inaccurate and/or incomplete, the Client is liable to the Contractor for any costs and any damage and/or loss to the Contractor arising as a result of this.

## Clause 7: Force Majeure

1. If force majeure prevents the Contractor from performing the Assignment and/or supplying the Services, it is entitled to suspend performance of the Assignment. In that case, the Client is not entitled to compensation for damage, costs or interest.
2. Force majeure includes the following: extreme weather conditions, fire, flooding, accidents, staff illness or strikes, pandemics, epidemics, operational disruption, transport delays, power outages, cyberterrorism or other cyber attacks, security incidents, (deliberate or other) corruption or loss of data, disruptive statutory provisions, late supply of goods or services by third parties engaged by the Contractor and any other circumstances not dependent on the will of the Contractor.
3. If a force majeure situation applies, the Contractor is entitled to cancel the part of the agreement that is not capable of performance by issuing a written declaration. If the force majeure situation continues for more than six weeks, the Client is also entitled to cancel the part of the agreement that is not capable of performance by issuing a written declaration.
4. If, at the start of the force majeure situation, the Contractor has already partially satisfied its obligations or is only able to satisfy its obligations partially, it is entitled to invoice separately the part that has already been delivered or is capable of being delivered and the Client is obliged to pay this invoice as though it related to a separate agreement or Assignment.

## Clause 8: Fee

1. A fee will be charged to the Client based on the rates and cost estimates stated in the offer, including any supplemental charges and/or extra costs. The amount of the fee will be stated in an agreement for the provision of services. The rates and cost

estimates quoted by the Contractor are exclusive of VAT.

2. The Contractor may revise the cost estimates and rates quoted in the offer if in the opinion of the Contractor the Assignment turns out to be more or less extensive than was initially envisaged.
3. If factors that determine the cost price change after the offer and/or the creation of an agreement, the Contractor is entitled to revise the rates accordingly if maintaining the agreed rates would lead to an unforeseen and unreasonable situation.

## Clause 9: Payment

1. Unless agreed otherwise in writing, payment of the Contractor's invoices must take place within thirty (30) days following the invoice date and in the manner indicated on the invoice.
2. If the payment does not take place as agreed, the Contractor shall charge the Client interest at 1.25% per month, calculated from the due date of the agreed payment with any part of a month being treated as a whole month and without prejudice to the Contractor's right to claim the damage and/or loss it suffers in full. If the statutory (commercial) interest rate exceeds the interest described above, the statutory (commercial) interest rate shall apply.
3. All costs associated with the recovery of the debt are payable by the Client. The out-of-court debt collection costs amount to at least 15% of the amount to be collected, with a minimum of €200.
4. The payments owed by the Client cannot in any way be lawfully compensated or suspended in connection with any debt (or alleged debt) owed by the Contractor to the Client on any grounds whatsoever.
5. The full invoice amount is payable on demand immediately and in its entirety in the event that an agreed instalment is not paid promptly on the due date and in the event that the Client becomes insolvent or applies for a suspension of payments (temporary or otherwise), the statutory debt rescheduling scheme (WSNP) is declared to apply to the Client and/or any seizure or attachment of goods is imposed on the Client. If one of the situations described above occurs, the Client is obliged to inform the Contractor of this immediately. In that event, the Contractor is also entitled to suspend compliance with its obligations in whole or in part until the Client has provided security for the satisfaction of its obligations.
6. Payments made by the Client are applied first to satisfy the costs due, then to satisfy the interest due and then to satisfy the longest outstanding invoices that have become payable on demand, even if the Client states that the payment relates to a later invoice.
7. The Contractor renounces all entitlement to suspension and setoff. The Contractor is at all times entitled to set off any amounts that it owes to the Client against the amounts owed by the Client to the Contractor, regardless of whether these amounts have become payable on demand.

## Clause 10: Cancellation

1. Subject to any provisions to the contrary in the agreement or these terms and conditions, the Client is only entitled to cancel the Assignment in accordance with the following provisions.
2. If the cancellation by the Client occurs more than one month prior to the commencement of performance of the Assignment, the Client is required to pay 25% of the agreed fee to the Contractor as compensation.
3. In the event of cancellation less than one month prior to the commencement of performance of the Assignment, the Client is required to pay 50% of the agreed fee to the Contractor as compensation.
4. If the Client cancels the Assignment during its performance, the Client is required to pay the agreed fee in full.
5. In each case, cancellation requires the Contractor's approval and the Contractor is entitled to charge a higher compensation amount if it can convincingly show that this is the amount of the loss it has suffered or will suffer.

## Clause 11: Complaints

1. The Contractor guarantees the soundness of the Services supplied in accordance with what the Client is reasonably entitled to expect on the basis of the Assignment. In the event of any defect in the Services supplied, the Contractor shall repair (or arrange for the repair of) such defect(s), apply a reasonable price reduction or supply the relevant Service again, in each case at the sole discretion of the Contractor.
2. The Client must inform the Contractor of any complaints about the Services supplied in writing and within seven days after the Client discovers or should reasonably have discovered the defect, but in any event within fourteen days after the performance of the Assignment has ended, providing a detailed account of the nature of and grounds for the complaints and when and how the defect was identified. If a complaint is not notified to the Contractor in good time, all liability on the part of the Contractor ceases to apply.
3. The submission of a complaint does not release the Client from their payment obligations.

## Clause 12: Liability

1. Except as provided in Clause 11, the Contractor has no liability whatsoever to the Client for any defects in or relating to the Services supplied by the Contractor. The Contractor is not therefore liable for direct and/or indirect damage and/or loss, including property damage, intangible loss, loss of income, business interruption loss, reputational damage and any other consequential loss, arising due to any cause, except in the case of deliberate action or conscious recklessness by the Contractor.
2. Nor is the Contractor liable as described above for the actions of its employees and/or any third parties

it engages, including the gross negligence or deliberate action of these persons.

3. The Contractor is not liable for any advice or recommendations it gives to the Client and/or for whether or not advice or recommendations by the Contractor are adopted. The Client indemnifies the Contractor for all claims by third parties in connection with advice or recommendations given by the Contractor.
4. The Contractor does not accept any liability arising from the use of the results of the Assignment, including the use or application of the matters set out in the final report and records delivered. The Client indemnifies the Contractor for all claims by third parties in connection with the use of the results by the Contractor.
5. In all cases where the Contractor is required to pay compensation, the compensation amount will never exceed the invoice value of the Services delivered as a result of which or in connection with which the damage and/or loss has been caused. If the damage is covered by the Contractor's corporate liability insurance, the compensation will also never exceed the amount actually paid by the insurer in that particular case.
6. Unless acknowledged by the Contractor, any claim against the Contractor will lapse solely due to the expiry of a period of 12 months from the time when the claim arose.

## Clause 13: Intellectual property

1. All intellectual property rights, including patentable and non-patentable inventions, copyrighted works, models, trademarks, knowhow and other intellectual property rights, in respect of all goods, data and information made available to the Contractor by the Client, including all documentation and specifications, accrue to the Client.
2. Unless explicitly agreed otherwise, all intellectual property rights, including patentable and non-patentable inventions, copyrighted works, models, trademarks, knowhow and other intellectual property rights, based on the results of the Services ("Foreground IP") accrue to the Client.
3. In the event that the Foreground IP accrues to the Client but is held by the Contractor, then the Contractor shall transfer this Foreground IP to the Client.
4. Each party retains its knowledge, trade secrets, experience and any other information to which it is entitled and that has not been developed or created in the context of the Assignment, as well as all IP rights acquired as a consequence of or on the basis of such knowledge, trade secrets, experience or other information ("Background IP").
5. The Client is only permitted to use educational materials, the products and documents used in the context of the Services and/or the results of the Services for the purposes arising from the Agreement. The Client may not, without the written permission of the Contractor, reproduce, publicly disclose or communicate to third parties the results of the Services.

6. The Contractor reserves the right to use the knowledge acquired in the context of the Services for purposes other than those agreed in the Agreement, provided that the Contractor does not in doing so communicate to third parties any confidential information concerning the Contractor and/or the Assignment.
7. The Client undertakes to indemnify the Contractor, both in and out of court, against all claims by third parties concerning infringement of intellectual property rights arising from the application of any documents and information supplied by the Client.

### **Clause 14: Confidentiality**

1. Subject to any disclosure obligation imposed by or pursuant to legislation, including the provisions of the Dutch Education and Scientific Research Act, the Contractor undertakes not without the prior written permission of the Client to disclose or make known to third parties other than employees any information, acquired knowledge, data and results provided directly or indirectly by or due to the Client and associated with the relevant Assignment (the "knowhow").
2. The Client is aware that the Contractor is obliged in the context of its accreditation under the Dutch Education and Scientific Research Act to archive graduation thesis assignments for a period of seven years and to make the same available for inspection to the accreditation committee for the purposes of its accreditation.
3. The Contractor's obligations described in this clause do not relate to the knowhow to the extent that:

- a. at the time it was purchased or acquired it already formed part of public knowledge or literature, such as calculation methods, software and/or general working methods,
- b. at the time it was purchased or acquired it was already in the possession of the Contractor without having originated from the Client,
- c. after its purchase or acquisition it becomes part of public knowledge or literature not due to any action or omission by the Contractor or its employees, or
- d. after its purchase or acquisition it is lawfully acquired by the Contractor from a third party who has not received this knowhow from the Client either directly or indirectly and who is entitled to disclose the same.

### **Clause 15: Disputes**

1. All agreements made with HAS green academy are subject to Dutch law.
2. Any disputes arising from or associated with the Assignment will be settled by the competent court of the District Court of East Brabant, 's-Hertogenbosch location.

### **Clause 16: Final provision**

1. If any one or more provisions of the Agreement and/or these Terms and Conditions are ruled to be non-binding and/or unenforceable, respectively, the remaining provisions remain in full force.
2. Clients cannot derive any rights from the titles given to the clauses. These are for reference only.