

1. Definitions

- 1.1 Contractor: Emission Insight, (Dutch chamber of commerce number 88110915).
- 1.2 Client: the (intended) contracting party of the contractor
- 1.3 Contract: the agreement between the contractor and the client for the provision of the service by the contractor
- 1.4 Conditions: the present conditions
- 1.5 Services: the services which the Contractor provides and/or will provide under the contract
- 1.6 Free trial period: a fixed period in months during which the client can use the services free of charge.

2. Applicability

- 2.1 These terms and conditions always apply to all offers (including free trial periods) and Contracts of the Contractor, with the express exclusion and rejection of all general terms and conditions that the Clients stated on their stationery, order and delivery forms and the like and/or deposited or declared applicable somewhere. By merely requesting a quotation and/or issuing an assignment to the Contractor, the Client accepts these Terms and Conditions and the Client therefore expressly waives the applicability of its own general terms and conditions.
- 2.2 In the event of a written offer or written order confirmation from the Contractor, this offer or order confirmation is deemed to represent the entire Contract and supersedes all previous written and oral agreements, statements and/or statements made by the parties. Changes to/additions to the text of the offer or order confirmation only form part of the Contract in addition to the offer or order confirmation if this is explicitly acknowledged in writing by the Contractor, whereby the text of the offer or order confirmation prevails in the event of a contradiction.
- 2.3 The Contractor reserves the right to unilaterally change these Conditions. The Client is deemed to have accepted the relevant changes if the Contractor has not received a written protest against this from the Client within 14 days after having made the written notification of the change.
- 2.4 Quotations from the Contractor are valid for a limited period of 10 working days, unless otherwise indicated in writing. The Contractor always has the right to revoke an offer accepted by the Client within two working days after receipt of its acceptance. The Client cannot derive any rights from information from offers, brochures, advertising materials or from the Contractor's website.
- 2.5 If any provision of these general terms and conditions is invalid for whatever reason, the remainder of the terms and conditions will remain in force and the parties will negotiate the content of a new provision, which provision approaches the purport of the original provision as closely as possible.

3. The Service

- 3.1 The Contractor performs the assignment for the Client to the best of its knowledge and ability. Unless expressly agreed otherwise in writing in the Contract, the Contractor has an obligation of best efforts and no obligation of result.
- 3.2 Terms applicable to the Contractor are not strict deadlines, unless the parties have expressly agreed otherwise in the Contract in writing. An agreed term applicable to the Contractor only starts after the Contract has been concluded and all information necessary for the implementation of the Contract is in the possession of the Contractor.

An agreed term applicable to the Contractor will be extended at least by the number of days that have elapsed between the moment of the conclusion of the Contract and the moment at which all information

necessary for the implementation of the Contract has come into the possession of the Contractor.

- 3.3 The contractor has the right to have the assignment (partly) carried out by third parties.

4. Price and Payment

- 4.1 Unless expressly agreed otherwise in writing in the Contract, prices are exclusive of VAT.
- 4.2 Unless expressly agreed otherwise in writing in the Contract (such as by means of a fixed price), the Contractor will perform its work at an hourly rate of at least €122 and external costs will be charged directly to the Client. Any advances will only be settled with (and are therefore considered to have been paid until at least) the last invoice to the Client.
- 4.3 Price increases resulting from additions and/or changes to the Contract made at the oral or written request of the Client are entirely for the account of the Client.
- 4.4 All costs resulting from circumstances that the Contractor did not reasonably have to take into account when entering into the Contract will be borne by the Client.
- 4.5 All payments by the Client to the Contractor must be made to a bank account number to be designated by the Contractor, without suspension or settlement, in euros and no later than thirty (30) days after the invoice date. Advances must be paid on the invoice date itself.
- 4.6 In the absence of full and timely payment as referred to in the previous paragraph, the Client will be in default by operation of law, with at least the following consequences:
 - a. The Client will owe interest of 1.5% per month on the outstanding invoice(s);
 - b. The Client will owe extrajudicial collection costs of 15% of the outstanding invoice(s) with a minimum of € 250.00.
 - c. If the Contractor takes legal action against the Client with regard to its payment obligations, the Client will also, in addition to the previous paragraphs, be charged the actual costs that the Contractor must incur for this. (such as lawyer's fees, bailiff's fees, court fees, etc.) are due.
- 4.7 Payments made by the Client will always first be deducted from all costs and interest owed and then from due and payable invoices that have been outstanding the longest, even if the Client states that payment relates to (a) later invoice(s).

The Contractor is at all times entitled to demand security and/or advance payment from the Client for the fulfillment by the Client of its obligations under the Contract. This applies in any case in the event of any exceeding of any payment term, or any other shortcoming with regard to this Contract or with regard to other Agreements on the part of the Client. The Client will comply with this upon first request.

5. Quality and Complaints

- 5.1 The Client must appeal to a defect in the performance of the Contractor within thirty (30) days after the work has been performed and (in any case) within fourteen (14) days after receipt of the invoice. After the expiry of this term, the work is deemed to comply with the Contract.

6. Force majeure

- 6.1 If the Contractor is unable to fulfill its obligations towards the Client due to a non-attributable shortcoming, this is a force majeure situation, the Client is not authorized to dissolve the Contract and the fulfillment of the Contractor's obligations will be suspended for the duration of the force majeure situation.

- 6.2 If any force majeure situation has lasted two (2) months, the Contractor has the right to dissolve the Contract in whole or in part in writing.
- 6.3 In the event of a force majeure situation, the Client is not entitled to any (damage) compensation, not even if the Contractor has any advantage as a result of the force majeure.
- 6.4 Force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all external causes, foreseen and unforeseen, over which the Contractor cannot exert any influence, as a result of which the fulfillment of its obligations towards the Client is prevented in whole or in part or as a result of which the fulfillment of its obligations cannot reasonably be expected of the Contractor, regardless of whether that circumstance could also have been foreseen at the time of concluding the Contract. These circumstances also include: strikes, lockouts, fire and/or measures taken by any government agency, as well as the absence of any permit to be obtained from the government.
- 7. Industrial and Intellectual Property**
- 7.1 Unless explicitly agreed otherwise in writing, the Contractor retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the work performed by it, offers made, designs, images, drawings, (trial) models, recipes, software provided. etc.
- 7.2 Unless explicitly agreed otherwise in writing, the rights to the data referred to in this article remain the property of the Contractor, regardless of whether costs have been charged to the Client for the production thereof.
- 7.3 All information, whether oral or written, provided by the Contractor to the Client remains the property of the Contractor and may only be used by the Client for the purpose for which it was provided.
- 7.4 The Client will not provide the information of the Contractor to third parties, in any way whatsoever, except insofar as this is reasonably necessary in connection with the proper performance of the Contract and then only after and insofar as a confidentiality obligation has been agreed.
- 8. Liability of the Contractor**
- 8.1 The Contractor is not liable for any indirect damage suffered by the Client or a third party in connection with (the performance of) the Contract or a service provided by the Contractor, including consequential damage, immaterial damage, trading loss or environmental damage.
- 8.2 Any liability of the Contractor is in any case limited to a maximum of the invoice value of the Contract placed by the Client with the Contractor, or at least to that part of the Contract to which the liability relates. If the Contractor is insured and its insurance actually pays out as a result of the relevant liability, its liability is limited to that paid amount.
- 8.3 The exclusion of liability in this article does not apply if damage is caused by intent or gross negligence on the part of the Contractor or its managerial staff.
- 8.4 The Contractor is not liable for damage resulting from errors in the information provided by the Client, such as prescribed working methods or orders, directions and instructions given, and for damage resulting from work carried out by the Client or by third parties on its behalf.
- 8.5 The consequences of compliance (by the Contractor or third parties) with legal regulations or government orders are for the account of the Client, regardless of whether the cause/necessity of such compliance can be attributed to the Client, the Contractor or a third party.
- 8.6 The Client can only invoke the obligations arising from this article if it has fulfilled all its obligations towards the Contractor itself.
- 8.7 Any right of claim for whatever reason from the Client against the Contractor lapses no later than one year after the performance of the work.
- 9. Suspension, settlement and dissolution**
- 9.1 In the following cases, the Client is legally in default and the Contractor has the right to dissolve the Contract in whole or in part - without any notice of default or judicial intervention being required - extrajudicially:
- if the Client applies for bankruptcy or (provisional) suspension of payment, or is declared bankrupt, (provisional) suspension of payment is granted, or if the Client is placed under administration, management or guardianship pursuant to a statutory provision;
 - if the Client transfers, liquidates or shuts down or discontinues (parts of) its business or its activities in whole or in part;
 - if a prejudgment or execution order is levied against the Client;
 - if the Contractor has good reason to fear that the Client will fail to fulfill its obligations, or if the Client has already failed.
- 9.2 In the event of dissolution by the Contractor on the basis of the previous paragraph, the Client will legally owe the Contractor an amount of 50% of the price due under the Contract, without prejudice to the Contractor's right to claim compensation. Section 6:92 of the Dutch Civil Code does not apply.
- 9.3 The foregoing does not affect the other rights of the Contractor.
- 10. Governing Law and Disputes**
- 10.1 Only Dutch law applies to the Contract, to the exclusion of the Vienna Sales Convention.
- 10.2 Only the court that has jurisdiction in the municipality where the Contractor has its registered office is authorized to settle disputes arising from the Contract, unless the Contractor opts for the legally competent court with relative jurisdiction.