



## GENERAL TERMS AND CONDITIONS - GO POTTY

### Article 1 – Definitions

1. Gaia Solutions BV Solutions (Go Potty), established in The Hague, Chamber of Commerce number 87521717, shall be referred to in these general terms and conditions as the “service provider”.
2. The counterparty to the service provider shall be referred to in these general terms and conditions as the “client”.
3. “Parties” shall be used to refer to the service provider and the client together.
4. “Agreement” shall be used to refer to the agreement between the parties for the provision of services.

### Article 2 – Applicability of general terms and conditions

1. These terms and conditions shall apply to all quotations, offers, activities, agreements and the provision of any services by or on behalf of the service provider.
2. Derogation from these terms and conditions shall only be permitted if expressly agreed by both parties in writing.
3. All obligations incumbent on the service provider through this agreement are obligations to use its best efforts, not obligations to achieve a result.

### Article 3 – Payment

1. Invoices must be paid within 15 days from the invoice date, unless agreed otherwise by the parties or unless another payment term is stated on the invoice.
2. If the client does not pay the invoice within the agreed term, it shall be in default by operation of the law, without any warning of this being necessary. As of that moment, the service provider shall be entitled to suspend the obligations until the client has met its payment obligation.
3. If the client remains in default, the service provider shall carry out recovery proceedings. The costs with regard to recovery shall be borne by the client. If the client is in default, it shall owe the service provider statutory interest, extrajudicial collection costs and other damage. The collection costs shall be calculated on the basis of the Dutch Extrajudicial Collection Costs Decree [*Besluit vergoeding voor buitengerechtelijke incassokosten*].
4. In the case of liquidation, bankruptcy, seizure or suspension of payment on the part of the client, the claims of the service provider shall be immediately claimable.
5. If the client refuses to cooperate with the performance of the assignment by the service provider, it shall still be obliged to pay the agreed price to the service provider.

### Article 4 – Offers and quotations

1. Offers are non-binding and valid for a maximum of 30 days, unless a different period of acceptance was stated in the offer. If the offer is not accepted within the specified period, the offer shall lapse.
2. Delivery times in quotations are indicative and in the event that they are exceeded, they shall not give the client any right to dissolution or compensation, unless otherwise agreed expressly and in writing by the parties.
3. Offers and quotations shall not automatically apply to subsequent orders. The parties must agree to this expressly and in writing.

### Article 5 – Prices

1. The prices stated on offers, quotations and invoices are inclusive of VAT, unless otherwise agreed.
2. The prices of goods are based on the cost prices known at that moment. Any increases to these, which could not have been anticipated by the service provider at the time at which the offer was made or the agreement was prepared may lead to price increases.
3. With regard to the service provision, parties can agree to a fixed price at the time at which the agreement is entered into.
4. In the event that no fixed price has been agreed, the tariff for the provision of services can be established on the basis of the actual number of hours spent. The tariff will be calculated in accordance with the usual hourly rates of the service provider, applicable for the period in which it performs the activities, unless an alternative hourly rate has been agreed.
5. In the event that no tariff has been agreed on the basis of the actual number of hours spent, a guide price shall be agreed, whereby the service provider shall be entitled to deviate from this by up to 10%. In the event that the guide price ends up more than 10% higher, the service provider shall inform the client in good time as to why a higher price is justified. In that case, the client shall be entitled to let a part of the assignment lapse, which exceeds the guide price plus 10%.

#### **Article 6 – Price indexation**

1. The service provider shall be entitled to increase its rates each year in accordance with the Consumer Price Index (CPI) all households.

#### **Article 7 – Provision of information by the client**

1. The client shall provide the service provider with all information that is relevant for the performance of the assignment.
2. The client shall be obliged to provide all details and documents that the service provider deems necessary for the correct performance of the assignment, in good time and in the desired form and manner.
3. The client guarantees the correctness, completeness and reliability of the details and documents provided to the service provider, including if such details and documents originate from third parties, insofar as not otherwise determined by the nature of the contract.
4. If and insofar as requested by the client, the service provider shall return the corresponding documents.
5. If the client fails to provide the details and documents demanded by the service provider or fails to provide these details and documents on time or adequately and the performance of the assignment is delayed as a result, the additional costs and additional fees arising from this shall be borne by the client.

#### **Article 8 – Cancellation of assignment**

1. The client shall be entitled to cancel the assignment with the service provider at any time.
2. If the client cancels the assignment, the client shall be obliged to pay the remuneration it owes and the expenses incurred by the service provider.

#### **Article 9 – Performance of the agreement**

1. The service provider shall perform the agreement to the best of its knowledge and ability, and in accordance with good professional practice.
2. The service provider shall be entitled to engage third parties to perform activities.

3. The performance shall take place in mutual consultation and following written agreement and payment of any potential advance payment.
4. It shall be the client's responsibility to enable the service provider to commence the assignment in good time.

#### **Article 10 – Duration of the agreement**

1. The agreement between the client and the service provider shall be entered into indefinitely, unless otherwise determined by the nature of the agreement or unless the parties have expressly agreed otherwise in writing.
2. If the parties agree upon a term for the completion of specific activities within the duration of the agreement, this term shall never be fatal. In the event that this term is exceeded, the client must declare the service provider in default by writing.

#### **Article 11 – Amendment of the agreement**

1. If, during the performance of the agreement, it becomes apparent that it is necessary for its proper performance to amend or supplement the activities to be carried out, the parties shall amend the agreement accordingly, in a timely basis and in mutual consultation.
2. In the event that the parties agree that the agreement will be amended or supplemented, this may affect the completion time of the performance. The service provider shall inform the client of this as soon as possible.
3. In the event that the amendment of or supplement to the agreement has financial and/or quality-related consequences, the service provider shall inform the client of this as soon as possible in writing.
4. If the parties have agreed upon a fixed fee, the service provider shall indicate the extent to which the amendment of or supplement to the agreement shall necessitate an increase of said fee.

#### **Article 12 – Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming of the service provider in the fulfilment of any obligation towards the client cannot be attributed to the service provider in the event of a circumstance beyond the control of the service provider, as a result of which it is wholly or partially unable to fulfil its obligations towards the client or as a result of which the service provider cannot be reasonably expected to fulfil its obligations. These circumstances include defective performance on the part of suppliers or other third parties, power outages, computer viruses, strikes, adverse weather conditions and work interruptions.
2. In the event that a situation as referred to here occurs as a result of which the service provider is unable to fulfil its obligations towards the client, those obligations shall be suspended for as long as the service provider is unable to fulfil its obligations. In the event that the situation referred to in the previous sentence has lasted for 30 calendar days, the parties shall have the right to terminate the agreement, either wholly or in part, in writing.
3. In the event referred to in the second paragraph of this article, the service provider shall not be obliged to pay compensation for any damage, including if the service provider enjoys any advantage as a result of the force majeure situation.

#### **Article 13 – Assignment of rights**

1. The rights of a party from this agreement cannot be assigned without the prior written consent of the other party. This condition applies as a stipulation with effect under property law as referred to in Article 3:83, Paragraph 2 of the Dutch Civil Code.

#### **Article 14 – Insurance**

1. The client is obliged to take out and maintain sufficient insurance, including against damage caused by fire, explosion and water, as well as theft, with regard to items delivered that are necessary for the performance of the present agreement, as well as with regard to items held by the service provider that belong to the client and items that have been delivered under retention of title.
2. The client shall allow inspection of the insurance policy in question at the first request.

#### **Article 15 – Retention of title**

1. The items at the client's location and items and parts delivered shall remain property of the service provider until the client has paid the agreed price in full. Until this time, the service provider can invoke retention of title and take back the items.
2. In the event that the amounts agreed to be paid in advance are not paid or not paid on time, the service provider shall be entitled to suspend the activities until the agreed part has been paid. A creditor's default is then involved. In that instance, a delayed delivery cannot be held against the service provider.
3. The service provider is not authorised to pledge or otherwise encumber items that are subject to its retention of title.
4. In the event that items have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the service provider shall have the right of retention. The item will not then be delivered until the client has paid in full and as agreed.
5. In the case of liquidation, insolvency or suspension of payment on the part of the client, the obligations of the client shall be immediately claimable.

#### **Article 16 – Joint and several liability**

1. If the assignment is issued by more than one client, all clients shall be jointly and severally liable for the fulfilment of all obligations arising from these general terms of conditions and the present agreement.

#### **Article 17 – Liability**

1. Any liability for damages incurred directly from or in connection with the performance of an agreement shall always be limited to the amount that is paid out in the case in question covered by the (professional) liability insurance concluded. This amount shall be increased by the amount of the deductible according to the corresponding policy.
2. The limitation of liability shall also apply if the service provider is held liable for any damages, resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used by the service provider in the performance of the assignment.

#### **Article 18 – Liability of client**

1. In the event that an assignment is awarded by more than one person, each of them shall be severally liable for the amounts owed to the service provider pursuant to that assignment.

#### **Article 19 – Indemnification**

1. The client indemnifies the service provider against any claims made by third parties that have any connection with the goods and/or services provided by the service provider.

#### **Article 20 – Duty to complain**

1. The client shall be obliged to immediately inform the service provider of any complaints relating to the work activities performed. The complaint shall include a description of the shortcoming in as much detail as possible, so that the service provider is capable of responding to it adequately.
2. A complaint cannot, in any case, lead to a situation in which the service provider can be held liable to carry out work activities other than those agreed.

#### **Article 21 – Intellectual property**

1. Unless parties have agreed otherwise in writing, the service provider shall retain all intellectual absolute rights (including copyright, patent right, trademark right, design and model right) on all designs, drawings, documents, carriers containing data or other information, quotations, images, sketches, (scale) models etc.
2. The intellectual absolute rights referred to must not be copied, shown to third parties and/or made available or used in any other way without the written permission of the service provider.
3. The client shall be obliged to keep the confidential information made available to it by the service provider confidential. Confidential information shall in any case include the points to which this article relates, as well as the company data. The client shall be obliged to impose a written duty of confidentiality within the scope of this provision to its staff and/or third parties involved in the performance of this agreement.

#### **Article 22 – Confidentiality**

1. The client shall keep information that it receives (in whatever form) from the service provider and any other information relating to the service provider of which it knows or can reasonably expect that it is secret or confidential, or relating to information of which it can expect that the dissemination of which can cause damage to the service provider, confidential and shall take all necessary measures to ensure that it also keeps the stated information confidential.
2. The duty of confidentiality referred to in the first paragraph of this article does not apply to information:
  - a. That was already public at the time at which the client received this information or subsequently became public without a breach of a duty of confidentiality imposed on it;
  - b. Of which the client is able to prove that this information was already in its possession at the time at which it was provided by the service provider;
  - c. That the client received from a third party whereby this third party was entitled to provide this information to the client;
  - d. That is publicly disclosed by the client due to a legal obligation.
3. The duty of confidentiality referred to in this article shall apply for the duration of this agreement and the period of three years following the termination thereof.

**Article 23 – Fine for breach of duty of confidentiality or intellectual property right**

1. In the event that the client breaches the article of these general terms and conditions regarding confidentiality or intellectual property, the client shall forfeit a fine, which shall be immediately due and payable to the service provider, to the value of €500.00 for every breach and an additional amount of €50.00 for every day that the breach continues. No notice of default or judicial proceeding shall be necessary for the forfeiture of this fine. Neither shall any form of damage be necessary.
2. The forfeiture of the fine referred to in the first paragraph of this article is without prejudice to the other rights of the service provider, including its right to claim for damages in addition to the fine.

**Article 24 – Applicable law and competent court**

1. Every agreement between the parties shall be governed exclusively by the laws of the Netherlands.
2. If legal proceedings deem one or more provisions of these general terms and conditions to be unreasonably onerous, the remaining provisions shall remain in force in full.
3. The Dutch court in the district in which the service provider is established shall have exclusive jurisdiction to settle any disputes between the parties, unless the law dictates otherwise.