

# General conditions of sale

NFIR B.V. Version 2.1, 1 March 2024



## 1. Definitions

In these general conditions, the following terms shall have the following meanings:

- a. Offer(s): Any indicative and non-binding offer regarding the Services that may be provided, made on the basis of information made available by Client.
- b. Service(s): All services to be provided by NFIR as specified under the Contract between the Parties.
- c. NFIR: NFIR BV as registered with the Chamber of Commerce under number 69575347.
- d. Quotation(s): Any offer made by NFIR at the request of the Client.
- e. Client: The Party who awards NFIR an assignment to provide services.
- f. Contract: Every contract for the supply of services and/or products between NFIR and the Client, including any amendments and additions thereto. Offers or order confirmations signed for approval by both Parties shall also apply as a Contract.
- g. Force majeure: The provisions of the law and legal precedents in this regard are understood to include all external causes, foreseen or unforeseen, over which NFIR has no influence, but which prevent NFIR from fulfilling its obligations. This shall also include strikes within NFIR's company.
- h. Party: NFIR and Client individually.
- i. Parties: NFIR and the Client jointly.

## 2. Applicability of these conditions

- a. These conditions are applicable to every Offer and every Contract between NFIR and the Client to which NFIR has declared these conditions applicable, insofar as these conditions are not explicitly deviated from by the Parties in writing.
- b. General conditions of the Client are expressly rejected, unless otherwise specifically agreed.

## 3. Offers and quotations

- a. Offers and quotations issued by NFIR are considered offers and are made entirely without obligation, unless otherwise explicitly agreed.
- b. Offers and quotations issued by NFIR are valid for 30 days after the date of their issue, unless otherwise indicated. NFIR shall only be bound by an offer if the acceptance thereof is confirmed in writing by the other Party within the period of validity. From the moment of acceptance, the non-binding nature referred to in Article 3a shall lapse.
- c. Manifest errors or mistakes in the offer, quotation or contract are not binding on NFIR. A manifest error is also understood to mean a price that is so low that the Client knew or should reasonably have known that it was a manifest error in the offer, quotation or contract.

## 4. Performance of the Contract

- a. NFIR shall perform the Contract to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
- b. NFIR does not guarantee that the Services will be uninterrupted or error-free, neither does NFIR give any guarantee as to the results that may be obtained from the use of the Services.
- c. If and insofar as may be required for the proper performance of the Contract, NFIR has the right to have certain activities carried out by third parties. These third parties work under the direction of NFIR and must adhere to the same conditions of confidentiality and quality standards as NFIR employees, including but not limited to the required consent of the Chief of Police.



- d. The Client shall ensure that all information which NFIR indicates is necessary or which the Client should reasonably understand is necessary for the performance of the Contract is supplied to NFIR in good time. If NFIR is not provided in good time with the information necessary for the performance of the Contract, NFIR is entitled to suspend the performance of the Contract and/or to charge the Client the additional costs resulting from the delay in accordance with the agreed rates.
- e. If it has been agreed that the Contract shall be performed in phases, NFIR may suspend performance of those parts that pertain to a subsequent phase until the Client has approved in writing the results of the preceding phase.
- f. NFIR reserves the right to discontinue or suspend the provision of services if the Client, intentionally or unintentionally, misuses the services provided by violating laws, regulations or general standards of decency and good conduct. NFIR shall pass on to the Client the costs of actions undertaken by NFIR that are necessary to repair damage or solve problems caused by misuse of the NFIR Services.

## 5. Prices and payment

- a. All amounts stated by NFIR in its Offers, Quotations and Contracts are exclusive of taxes such as VAT, unless otherwise explicitly stated.
- b. NFIR may increase its rates annually.
- c. Payment must be made within the term of payment stated on the invoice, in a manner to be indicated by NFIR and in the currency stated on the invoice. If no payment term is indicated, payment shall be made within 14 days of the invoice date.
- d. If the Client wishes a PO number to be stated on the invoice, the Client shall provide this PO number at least 10 days prior to the invoice date. If the PO number is not provided in time, the invoice without the PO number is valid and binding.
- e. Before NFIR commences work for the Client, any agreed advance payment must have been received by NFIR.
- f. After the expiry of the payment term, NFIR will send the Client a reminder to fulfil his payment obligation within 7 days. This period is a strict deadline. If payment is still not made after this reminder, the Client shall be in default. In case of default, Parties are entitled to (temporarily) suspend performance of the contract in accordance with the provisions related to this in book 6 of the Civil Code.
- g. From the moment of default, NFIR may charge interest of 1% per month on the amount due, unless the statutory interest rate is higher in which case the statutory interest rate applies. All reasonable costs incurred to obtain satisfaction out of court, including but not limited to collection costs resulting from default, shall be borne by the Client.
- h. All invoices that have not been disputed in writing within 10 days after the invoice date shall be deemed to be undisputed. Unless otherwise expressly agreed, the Client is not entitled to suspend his obligation to pay as a result of a complaint or dispute relating to an invoice, neither is the Client entitled to set off any claims he may have against NFIR against any amount invoiced by NFIR.
- i. Payments made by the Client shall always serve in the first instance to pay all invoices due and payable which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.



## 6. Additional work and amendment of the Contract

- a. If, during the performance of the Contract, it becomes apparent that it is necessary to change or supplement the work to be performed, Parties will consult with each other in a timely manner and record the resulting agreements in writing.
- b. The Client accepts that changes or additional work may affect the agreed or expected date of completion. NFIR shall notify the Client of this as soon as possible.
- c. If the changes or additional work have financial and/or qualitative consequences, NFIR shall inform the Client thereof in advance. NFIR may charge the costs of changes or additional work to the Client, unless the change or addition is the result of circumstances that can only be attributed to NFIR.

## 7. Duration and termination

- a. The Contract is entered into for the term agreed in writing by the Parties or until the agreed work is performed and delivered by NFIR. If no term has been agreed, the Contract will automatically end one year after its commencement.
- b. If a period has been agreed within the term of the Contract for the completion of certain work, this shall never be a strict deadline.
- c. Either Party has the right to terminate the Contract, without the terminating Party being liable for damages, if:
  - i. the other Party fails seriously in the fulfilment of any obligation arising from the Contract and this failure is not remedied by the first Party within four weeks after written notice of default;
  - ii. the other Party invokes Force Majeure and the Force Majeure period has lasted longer than 2 months, or as soon as it is established that this period will last longer than 2 months;
  - iii. the other Party has applied for suspension of payments, the other Party has been declared bankrupt, enters into liquidation, or has had an administrator appointed over all or part of its assets;
  - iv. the other Party does not properly or promptly comply with any obligation under the Contract or the law, despite having been given the opportunity to do so and despite having been summoned to do so.
- d. NFIR is entitled to terminate the Contract prematurely in whole or in part with immediate effect, without having to observe a notice period, and without the party terminating the Contract being liable to pay any damages, if continuation of the Contract poses a danger (in whatever form) to NFIR employees or if NFIR employees are treated improperly to such an extent that this impedes the performance of the assignment. In this case, 'employees of NFIR' shall also mean the third parties hired by NFIR as referred to in Article 4.c.
- e. Termination of the Contract shall not release the Client from the payment of costs already incurred and work already carried out by NFIR in accordance with the agreed rates, and the Client shall be obliged to pay the relevant invoice as if it were a separate contract. However, this shall not apply if the part already performed or executable has no independent value. In the event of the liquidation, bankruptcy or suspension of payments of the Client, NFIR's claims and the Client's obligations vis-à-vis NFIR shall become immediately due and payable



## 8. Intellectual property

- a. Unless otherwise explicitly agreed, NFIR retains at all times all intellectual property rights arising from or resulting from the Services supplied by NFIR, including the rights and powers accruing to it under the Copyright Act.
- b. Unless Parties have explicitly agreed otherwise, the Client acquires a right to use the products and results of the Services for the agreed purposes. All documents supplied by NFIR, such as reports, recommendations, designs, sketches, drawings, software, etc., are intended solely for the use of the Client and may not be reproduced, made public or brought to the notice of third parties by him without NFIR's prior permission.
- c. The Client shall not remove or change any designations of NFIR or its suppliers concerning copyrights, brands, trade names or other intellectual property rights.
- d. NFIR also retains the right to use the knowledge gained in carrying out the work for other purposes, to the extent that no confidential information is brought to the attention of third parties in the process.

## 9. Confidentiality

- a. Both Parties are obliged to keep secret all confidential information that they have obtained from each other or from another source within the framework of the Contract. Information shall be regarded as confidential if the other Party has indicated so, or if this ensues from the nature of the information.
- b. If the nature of the assignment so requires, the Parties shall conclude an additional confidentiality agreement with each other.

## 10. Recruitment of personnel

- a. During the term of this Contract and for a period of one year following the expiry of this Contract, the Client shall not employ any personnel of NFIR or of any third parties engaged by NFIR, who were involved in any way in the performance of this Contract, or allow them to work in any way, directly or indirectly, without permission from NFIR, in the Client's company or in companies associated with it. For each infringement, for each day that the infringement continues, NFIR is entitled to impose a penalty of € 1.000,-, with a maximum of € 100.000,- for each infringement.

## 11. Liability

- a. NFIR is not liable for losses, of whatever nature, that occur as a result of incorrect and/or incomplete information supplied by the Client.
- b. In the event of an attributable failure, NFIR shall only be liable for compensation of direct damage. Direct damage is exclusively understood to mean:
  - i. all costs reasonably incurred or to be incurred by the Client in order to ensure that NFIR performs its services in accordance with the Contract;
  - ii. all costs reasonably incurred or to be incurred in order to prevent or limit the direct damage, which may be expected as a result of the event on which the liability is based;
  - iii. costs reasonably incurred or to be incurred in establishing the cause of the damage, the liability, the direct damage and the manner of repair.
- c. NFIR cannot be held liable for indirect or consequential damages. Indirect or consequential damage is understood to mean all damage other than the damage referred to in Article 12.a, including but not limited to consequential damage, loss of profit, reduced goodwill, intangible damage suffered by the Client, missed savings, business interruption, business losses and reduction in the value of products.



- d. Any liability on the part of NFIR shall be limited to the amount paid out in the relevant case under the liability insurance policies taken out by NFIR, plus the amount of the excess payable by NFIR under the policy conditions.
- e. In the event that it is established that the damage was caused by NFIR's actions and the insurer does not pay out, any liability shall be limited to twice the invoice value of the order, or at least of that part of the order to which the liability relates, subject to a maximum of six months prior to the date of the event causing the damage.
- f. The limitations of liability included in these conditions do not apply if the loss is due to intent or gross negligence on the part of NFIR or its subordinates.

## **12. Amendments**

- a. NFIR is at all times entitled to amend these general conditions.
- b. Amendments shall only become binding on the Client once NFIR has notified the Client in writing of the amendments to the general conditions and 14 days have elapsed since the date of this notification.
- c. In the event that a court judgment declares one or more articles of these conditions invalid, the other provisions of these general conditions shall remain fully in force and NFIR and the Client shall enter into consultation with a view to agreeing on new provisions to replace the void or annulled provisions, taking into account, as far as possible, the intention and purport of the void or annulled provisions.

## **13. Transfer**

- a. Parties shall not sell, transfer or pledge their rights and obligations under this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **14. Disputes and applicable law**

- a. If the Client is not satisfied with the work performed, or if a difference of opinion arises between the Client and NFIR, the Client may submit a complaint. The complaints procedure is published on NFIR's website. Only after going through this procedure can the judgment of the court be invoked.
- b. Every agreement between NFIR and the Client shall be governed exclusively by Dutch law.
- c. All disputes between the Parties arising from this Agreement shall, unless otherwise agreed between the Parties, be submitted by either Party to the competent Dutch court in The Hague.