

## 1 Definitions

- 1.1 In these general terms and conditions, the following definitions apply:

**Cranes for You:** the private company with limited liability Cranes for You B.V.;

**Client:** the natural person or legal entity that has engaged Cranes for You to perform activities or requests an offer for this purpose;

**Quotation:** Cranes for You's offer to perform activities and/or supply of digital information and other products including licences and sublicences;

**Contract or Agreement:** the set of agreements that the Client and Cranes for You have made in the context of the services to be provided by Cranes for You to the Client, consisting of these general terms and conditions together with the signed Quotation returned by the Client or, if and to the extent that Cranes for You has not issued a separate Quotation, these general terms and conditions together with the order confirmation drawn up by Cranes for You and sent to the Client.

**Activities:** advice given, information supplied, audits carried out and any other services provided by Cranes for You within the context of the contract.

## 2 Applicability of the general terms and conditions

- 2.1 These general terms and conditions apply to all offers and all agreements in which goods and/or services of any nature are supplied by Cranes for You, except to the extent that the content of these general terms and conditions is deviated from in the quotation or order confirmation.
- 2.2 These general terms and conditions apply to the exclusion of the General Terms and Conditions of the Client. The applicability of the General Terms and Conditions of the Client is expressly rejected by Cranes for You and does not apply.
- 2.3 In the event that these general terms and conditions and the Quotation or Contract contain conflicting conditions, the conditions included in the Quotation or Contract shall apply.
- 2.4 If any provision of these terms and conditions is void or annulled, the remaining provisions of these terms and conditions will remain in full force.

## 3 Formation of the Agreement

- 3.1 All Quotations issued by Cranes for You are valid for 30 days, unless otherwise stated. Cranes for You is only bound by the Quotation if the acceptance thereof is confirmed in writing by the Client within the validity period. The Quotation or Order Confirmation is based exclusively on the information provided for that purpose by the Client, whereby Cranes for You may rely on the correctness and completeness thereof.
- 3.2 The Agreement is formed by these general terms and conditions together with the signed Quotation or Order Confirmation returned by the Client.
- 3.3 As long as the Quotation or Order Confirmation has not been returned signed, Cranes for You reserves the right to deploy the services specified in the Quotation or Order Confirmation as well as the employee(s) required for this purpose elsewhere.
- 3.4 Whenever the Contract has issued verbally, or if the order confirmation has not yet been received - signed -, the Contract is deemed to have been concluded under the applicability of these general terms and conditions at the time that Cranes for You has started executing the Contract at the request of the Client.
- 3.5 The Agreement replaces and supersedes all previous offers, proposals, correspondence, agreements or other communications, whether written or oral. Deviations from or additions to the Agreement may only be agreed upon in writing between the parties.
- 3.6 The Agreement is entered into for a fixed period, unless it follows from the content, nature or scope of the Assignment granted that it has been entered into for an indefinite period.

## 4 Cooperation by the client

- 4.1 The Client must ensure that all data and documents that Cranes for You deems necessary for the correct and timely execution of the Order are made available to Cranes for You in a timely manner.
- 4.2 The Client must ensure that Cranes for You is informed without delay of any facts and circumstances that may be important in connection with the correct execution of the Order.
- 4.3 Unless otherwise follows from the nature of the Assignment, the Client is responsible for the correctness, completeness and reliability of the data and documents made available to Cranes for You, even if these originate via or from third parties.
- 4.4 Client shall ensure that Cranes for You is provided with office space and other facilities that Cranes for You deems necessary or useful to

execute the Agreement and that meet all (legal) requirements. This includes, but is not limited to, the use of computer, telephone and fax facilities.

- 4.5 Unless the nature of the Contract dictates otherwise, the Client will deploy or have deployed the personnel deemed necessary by Cranes for You in order to enable Cranes for You to perform the work. If specific personnel is necessary, this will be agreed upon and recorded in the order confirmation. The Client must ensure that its personnel have the right skills and experience to be able to perform the work.

## 5 Execution of the contract

- 5.1 All activities performed by Cranes for You are performed to the best of its knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended activities, there is an obligation of best efforts on the part of Cranes for You, unless expressly stated otherwise.
- 5.2 Cranes for You determines the manner in which the granted Contract is carried out, but takes into account the wishes expressed by the Client as much as possible.
- 5.3 If the Agreement has been entered into with a view to performance by a specific person, Cranes for You will always be entitled to replace this person with one or more persons with the same qualifications after consultation with the Client.
- 5.4 Cranes for You may only perform and charge the Client for more work than was provided in the Contract if the Client has given prior permission for this. However, if Cranes for You is required to perform additional work under its (legal) duty of care, it is entitled to charge the Client for this, even if the Client has not given its explicit prior permission for the additional work to be performed.
- 5.5 If the Client wishes to involve third parties, other than employees of Cranes for You, in the execution of the Contract, he will only do so after having reached agreement with Cranes for You, as directly or indirectly involving a third party in the execution of the Assignment can have a significant impact on the possibilities of Cranes for You to correctly execute the Assignment. The provisions of the previous sentence apply accordingly to Cranes for You.
- 5.6 Cranes for You maintains a file with copies of relevant documents in connection with the Assignment, which is the property of Cranes for You.

## 6 Confidentiality

- 6.1 Without prejudice to the provisions of paragraph 4 of this article, Cranes for You is obliged to observe confidentiality towards third parties not involved in the performance of the contract, with the exception of obligations to disclose information imposed on it in law and/or guidelines and with the exception of disclosure pursuant to an administrative order issued by a competent supervisory authority or pursuant to a court decision.
- 6.2 Without the written consent of the Client, Cranes for You is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception is made in the event that Cranes for You acts on its own behalf in disciplinary, civil or criminal proceedings in which it may be of importance.
- 6.3 Cranes for You and the Client will impose their obligations under this article on third parties engaged by them.
- 6.4 Unless deemed to be in conflict with the provisions of Article 6.1 and 6.2, Cranes for You is entitled to state the work performed in broad terms to (potential) customers of Cranes for You and only as an indication of the experience of Cranes for You.

## 7 Intellectual property rights, use and licence

- 7.1 Cranes for You owns and is exclusively entitled to its name, logo, working method, regulations, certificates, investigations, declarations and (audit) reports, etc
- 7.2 The Client is not allowed to use all or part of the intellectual property objects referred to in article 7.1 or to process, reproduce or use them for purposes other than those agreed between the parties, unless it has obtained prior, written approval of Cranes for You.
- 7.3 The intellectual property rights in respect of the application(s) made available by Cranes for You within the context of the contract continue to be vested exclusively in Cranes for You or the third party from which Cranes for You acquired the right of use. Insofar as necessary for the Client's use, Cranes for You grants the client in writing a limited, non-exclusive, non-transferable right to use the application(s) in respect of which no sublicences can be granted, unless the parties agree otherwise in writing.
- 7.4 If Cranes for You is willing to commit to transfer of an intellectual property right, such a commitment and transfer can only be assumed in writing and expressly. In the event the parties agree in writing that an intellectual property right with respect to specific software,

data files, equipment or other items developed for the Client or otherwise, will pass to the Client, a separate intellectual property right will arise, which means that Cranes for You's right or possibility to continue using and/or exploiting the components, general principles, ideas, designs, algorithms, documentation, documents, works, programming languages, protocols, standards and suchlike, which form the basis for that development, without any limitation for other purposes, either on its own behalf or for third parties, will not be affected. Nor will this creation of a separate intellectual property right prejudice Cranes for You's right to perform developments for itself or for a third party that are similar to or derived from those that are or have been performed for the client.

- 7.5 Even if the contract does not provide for an explicit right to do so, Cranes for You will have the right to implement technical provisions to protect the application(s) and/or data files and suchlike in connection with an agreed limitation to the content or the duration of the right to use these objects. The Client is not allowed to remove or circumvent such technical provisions or have such technical provisions removed or circumvented.
- 7.6 The Client acquires a licence to use the application(s) if it complies in full with its payment and other obligations under the Contract with Cranes for You.
- 7.7 Without Cranes for You's written approval, the Client is not allowed to use the application(s) or have them used more broadly or differently than was agreed. In case of broader or other use that was not agreed, Cranes for You will be entitled to a payment in connection with infringement of its rights amounting at least to three times the agreed fee or, at any rate, a payment that is proportionate to the infringement committed in accordance with the standards of reasonableness and fairness, without prejudice to Cranes for You's right to claim compensation of the damage actually sustained.
- 7.8 The Client is not or no longer allowed to use the results that were made available, in which connection each licence provided to the Client within the context of the assignment will lapse:
- from the moment the Client fails to comply or fails to comply in full with its payment and other obligations under the contract or is otherwise in default, unless the Client's failure is of minor importance in view of the overall assignment;
  - in the event the assignment is terminated prematurely for any reason whatsoever, unless the consequences thereof are in breach of the standards of reasonableness and fairness.

## 8 Fee

- 8.1 The fee is determined in accordance with what is stated in the Quotation or Contract. All prices are exclusive of expenses and sales tax and other levies that are (or may be) imposed by the government.
- 8.2 If, after the conclusion of the Agreement, but before the Order has been fully executed, rate-determining factors such as wages, prices, taxes and/or other levies change, Cranes for You is entitled to adjust the agreed prices and rates accordingly.
- 8.3 The fee of Cranes for You is exclusive of the expenses to be incurred for the correct execution of the assignment and exclusive of other expenses and declarations of third parties engaged by Cranes for You.

## 9 Payment

- 9.1 In the case of a Contract based on an agreed rate per hour, Cranes for You will invoice its efforts per calendar month in arrears, stating the number of hours worked in that month. In the case of a consultancy assignment, Cranes for You B.V. will invoice the agreed fee pro rata per calendar month in arrears.
- 9.2 Payment by the Client must be made without deduction, discount or debt settlement within the agreed terms, but in no case later than 30 days after the invoice date. Payment must be made in euros, by means of transfer to a bank account to be designated by Cranes for You B.V. Objections to the amount of the submitted invoices do not suspend the Client's payment obligation.
- 9.3 If the term referred to in 9.2 is exceeded, the Client will be in default by operation of law, after having been reminded by Cranes for You at least once to pay within a reasonable term. In that case, the Client will owe statutory interest on the amount due from the date on which the amount due became due until the time of payment. In addition, all collection costs, after the Client is in default, both judicial and extrajudicial, will be borne by the Client. The extrajudicial costs are set at a minimum of 15% of the principal sum and interest, without prejudice to the right of Cranes for You to claim the actual extrajudicial costs that exceed this amount. The judicial costs include the full costs incurred by Cranes for You, even if they exceed the statutory liquidation rate.
- 9.4 If the financial position and/or payment behaviour of the Client gives reason to do so in the opinion of Cranes for You, Cranes for You is entitled to require the Client to immediately provide

(additional) security in a form to be determined by Cranes for You and/or to make an advance payment. If the Client fails to provide the requested security, Cranes for You is entitled, without prejudice to its other rights, to immediately suspend further execution of the Order and all that the Client owes to Cranes for You for whatever reason is immediately due and payable.

- 9.5 In the event of a jointly given Contract, Clients are jointly and severally liable for payment of the full invoice amount to the extent that the work has been carried out for the benefit of the joint Clients.

## 10 Delivery time

- 10.1 If the Client owes an advance payment or must provide information and/or materials required for the execution, the period within which the work must be completed will not commence until payment has been received in full by Cranes for You or the information and/or materials have been made fully available to it.
- 10.2 Because the duration of the Agreement can be influenced by all kinds of factors, such as the quality of the information provided by the Client and the cooperation provided, the deadlines within which the work must be completed can only be regarded as fatal deadlines if this has been agreed in writing.
- 10.3 Unless it is established that performance is permanently impossible, the Agreement cannot be terminated by the Client due to exceeding the term, unless Cranes for You also fails to perform the Agreement or fails to perform it in full within a reasonable term notified to it in writing after the end of the agreed delivery term. Termination is then permitted in accordance with Article 265 Book 6 of the Civil Code

## 11 Termination of the Contract

- 11.1 The Client and Cranes for You may terminate the Agreement at any time prematurely by registered letter, taking into account a notice period of two full calendar months, unless reasonableness and fairness oppose termination or termination on such a term.
- 11.2 The Agreement may be terminated prematurely by either party by registered letter without observing a notice period in the event that the other party is unable to pay its debts or if a receiver, administrator or liquidator has been appointed, the other party enters into debt restructuring or ceases its activities for any other reason or if the other party reasonably considers the occurrence of one of the above-mentioned circumstances with one party or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 11.3 If the Client has terminated the Agreement prematurely, Cranes for You is entitled to compensation for the loss of occupancy incurred on its side and which can be substantiated, as well as for additional costs that it must reasonably incur as a result of the premature termination of the Agreement, unless the termination is based on facts and circumstances that can be attributed to Cranes for You. If Cranes for You terminates the Agreement prematurely, the Client is entitled to cooperation from Cranes for You in transferring work to third parties, unless the termination is based on facts and circumstances that can be attributed to the Client. In all cases of (interim) termination, Cranes for You retains the right to payment of the invoices for work performed by it up to that point, whereby the provisional results of the work performed up to that point will be made available to the Client, subject to reservation. To the extent that the transfer of the work entails additional costs for Cranes for You, these will be charged to the Client.
- 11.4 Upon termination of the Agreement, each party shall promptly return to the other party all goods, items and documents in its possession that are the property of the other party.

## 12 Contract transfer/indemnification

- 12.1 The Client is not permitted to transfer (any obligation from) the Agreement to third parties, unless Cranes for You expressly agrees to this. Cranes for You is entitled to attach conditions to this permission. In any case, the Client undertakes to impose all relevant (payment) obligations from the Agreement in these general terms and conditions on the third party. In addition to this third party, the Client shall at all times remain liable for the obligations from the Agreement and the General Terms and Conditions, unless the parties explicitly agree otherwise.
- 12.2 The Client indemnifies Cranes for You against all claims from third parties that may arise as a result of the Client's failure to comply or incorrect compliance with any obligation under the Agreement and/or these general terms and conditions.

## 13 Liability

- 13.1 Cranes for You will perform its work to the best of its ability and will exercise the care that can be expected of Cranes for You. If an error is made because the Client has provided Cranes for You with incorrect or incomplete information, Cranes for

You will not be liable for any resulting damage.

- 13.2 If the Client demonstrates that he has suffered damage due to an error by Cranes for You that could have been avoided if careful action had been taken, Cranes for You shall be liable for that damage up to a maximum of one of the amounts as set out in sub a and sub b of this article, unless there is intent or gross negligence on the part of Cranes for You:
- a In the event of a consultancy Agreement, Cranes for You is liable up to a maximum of the amount of the fee that Cranes for You B.V. has received in the context of the relevant Agreement. In the event of a consultancy Agreement with a duration of more than three months, the liability referred to here is limited to a maximum of the fee that Cranes for You has received in the context of the relevant Assignment over the last 3 months.
- b In the event of an Interim Management Contract, Cranes for You is liable up to a maximum of the amount of the fee that Cranes for You has received in the context of the relevant Assignment over the last two months.
- 13.3 Cranes for You shall not be liable for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business stagnation, damage resulting from claims or customers of the Client, mutilation or loss of employees, damage related to the use of third-party items, materials or software prescribed by the Client to Cranes for You, damage related to the engagement of suppliers prescribed by the Client to Cranes for You and all other forms of damage than those mentioned, for whatever reason, is excluded.
- 13.4 The Client indemnifies Cranes for You against claims from third parties for damage caused by the Client providing Cranes for You with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable acts or omissions attributable to him or was caused by intent or gross negligence equivalent to intent on the part of Cranes for You.
- 13.5 Cranes for You is not liable for damage caused by actions or omissions of third parties engaged by the Client in the performance of the agreement.
- 13.6 The limitation of liability set out in this article is also stipulated for the benefit of third parties engaged by Cranes for You for the execution, who therefore have a direct claim to this limitation of liability.

#### 14 Internet usage

During the execution of the Assignment, the Client and Cranes for You will be able to communicate with each other by means of electronic mail at the request of one of them. Both Cranes for You and the Client acknowledge that the use of electronic mail entails risks such as - but not limited to - distortion, delay and virus. The Client and Cranes for You hereby agree not to be liable to each other for any damage that may arise for one or both of them as a result of the use of electronic mail. Both the Client and Cranes for You will do or refrain from doing everything that may reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.

#### 15 Expiry date

Unless otherwise stated in the Contract, claims and other powers of the Client against Cranes for You on whatever grounds shall in any case expire after one year from the moment at which a fact occurs that allows the Client to exercise these rights and/or powers against Cranes for You.

#### 16 Waiver of rights

Failure to immediately enforce any right or power of Cranes for You shall not affect or limit Cranes for You's rights and powers under this Agreement. Any waiver of any term or condition of the Agreement shall be effective only if made in writing.

#### 17 Conversion

If and to the extent that, on the grounds of reasonableness and fairness or the unreasonably onerous nature, no appeal can be made to any provision of the Agreement, the provision in question will in any case be given a meaning that is as similar as possible in terms of content and scope, so that an appeal can be made to it.

#### 18 Aftereffects

The provisions of this Agreement which are expressly or impliedly intended to survive termination of this Agreement shall survive and continue to bind the parties thereafter.

#### 19 Takeover of staff

Neither party may, during the execution of the Assignment and within one year after termination of the Assignment, employ persons from the other party who are or have been involved in the execution of the Assignment or negotiate with these persons about employment without the approval of the other party.

#### 20 Force majeure

Cranes for You is entitled to suspend the fulfilment of any obligation under the Agreement if it is prevented from doing so as a result of force majeure. Force majeure is also understood to mean, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which Cranes for You cannot or has not been able to exercise any influence, but which prevent the Contractor from fulfilling its obligations. A non-attributable shortcoming in the fulfilment of the obligations by suppliers or subcontractors of Cranes for You is included.

#### 21 Applicable law and disputes

- 21.1 All Agreements between Client and Cranes for You are subject to Dutch law.
- 21.2 Unless the parties expressly agree otherwise in writing, all disputes relating to Agreements between the Client and Cranes for You will be settled by the competent court in the district of Utrecht.

#### 22 Amendment and location of these general terms and conditions

- 22.1 The general terms and conditions have been filed at the office of the Chamber of Commerce in Central Netherlands under number 73228788.
- 22.2 Cranes for You is authorized to amend these general terms and conditions. The general terms and conditions amended by Cranes for You shall apply to the Client from thirty days after the Client has been notified of the amendment in writing, unless the Client informs Cranes for You in writing within that period that it objects to the amendment. In the latter case, the unchanged general terms and conditions shall continue to apply between the parties until a phase has been completed or the Agreement has been terminated.