

GENERAL TERMS AND CONDITIONS SCS TRAINING & CONSULTANCY B.V.

Article 1 General

- 1.1. These general terms and conditions apply to all offers, quotations, and agreements between SCS Training & Consultancy B.V., located in Schiphol-Rijk, municipality of Haarlemmermeer, and SCS Training & Consultancy Rotterdam B.V., located in Rotterdam, hereinafter referred to as "SCS T&C," and its contracting party, hereinafter referred to as the "Client."
- 1.2. The applicability of any general (procurement) terms and conditions used by the Client is expressly rejected.
- 1.3. Any occasional deviation from these general terms and conditions by SCS T&C does not confer any rights upon the Client. SCS T&C is and remains entitled to demand strict compliance with these general terms and conditions.

Article 2 Offers and Quotations

- 2.1. All offers and quotations are non-binding unless expressly stated otherwise in the offer or quotation. Each offer and quotation can be revoked by SCS T&C unless the offer or quotation includes a period for acceptance.
- 2.2. SCS T&C is not bound by offers and quotations if and insofar as obvious mistakes and/or clerical errors occur therein, which the Client could or should have understood as such.
- 2.3. A total price for multiple separately described services in an offer or quotation does not obligate SCS T&C to provide a portion of those services for a proportional part of the price stated in the offer. No rights can be derived from any offer or quotation, even if accepted, for future agreements or assignments.

Article 3 Formation of Agreement

- 3.1. The agreement between SCS T&C and the Client is established upon receipt by SCS T&C of the communication from the Client accepting the offer from SCS T&C, subject to revocation of the offer by SCS T&C immediately after receipt of the acceptance.
- 3.2. Unless expressly agreed otherwise, agreements between SCS T&C and the Client are concluded for an indefinite period.

Article 4 Execution of the Agreement

- 4.1. The Client is obliged to provide all data, which SCS T&C has indicated or which the Client understands or should understand to be necessary for the execution of the assignment, to SCS T&C in a timely manner. Specified execution periods do not commence until after the Client has provided all necessary data to SCS T&C. Any delay costs resulting from the untimely provision of data are borne by the Client.
- 4.2. The periods mentioned by SCS T&C in the offer, quotation, or otherwise are target periods within which SCS T&C endeavors to provide the specified services to the Client. These periods do not constitute strict deadlines. Exceeding a deadline by SCS T&C does not result in default on the part of SCS T&C unless the Client has notified SCS T&C in writing of default after the expiry of the initially mentioned deadline, providing SCS T&C with a period of at least 14 days from the date of the letter to still ensure the delivery or provision of the goods and/or services. If exceeding any deadline is imminent, SCS T&C and the Client will consult to discuss the consequences of the delay for further planning.

- 4.3. SCS T&C will always execute the agreement and assignment to the best of its knowledge and ability in accordance with the requirements of a good contractor.
- 4.4. SCS T&C offers, among other things, training and consultancy services in the field of transportation and storage of hazardous substances. There are risks associated with the transportation of such substances. These risks and the associated responsibilities lie with the Client, who is engaged in the transportation and/or storage of hazardous substances. SCS T&C does not guarantee that the services to be provided under the assignment are error-free. Advice and/or instructions given by SCS T&C are no more than the professional judgment of SCS T&C, to which no decisive weight can be attached. The Client's use of a service provided by SCS T&C is always at the Client's risk. It is not excluded that competent authorities may arrive at a different assessment. If and to the extent that the Client wishes to have a definitive judgment regarding compliance with specific regulations and/or the transportation of specific substances, it must consult the competent authorities or specialized legal advisors.
- 4.5. SCS T&C is free to use third parties to be designated by it for the performance its obligations. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is explicitly excluded.
- 4.6. If activities are carried out at the location of the Client or a location chosen by the Client in the execution of the agreement, the Client shall ensure that SCS T&C has access to the facilities reasonably desired by SCS T&C for the execution of the assignment.
- 4.7. If, after the conclusion of the agreement, requests are made or instructions are given by or on behalf of the Client to SCS T&C which result in additional work, SCS T&C is authorized to charge the costs of that additional work to the Client according to the applicable rates at that time.

Article 5 Termination and Cancellation of the Agreement

- 5.1. Each party has the right to terminate the Agreement only if the other party, after proper and detailed written notice of default with a reasonable period for remedying the breach, fails to fulfill its material obligations under the Agreement.
- 5.2. SCS T&C may terminate or suspend the performance of its activities, without prior notice or judicial intervention, by written notice, in whole or in part, if the Client:
 - i. Fails to fulfill its (payment) obligations, or
 - ii. Circumstances come to the knowledge of SCS T&C that give SCS T&C good reason to fear that the Client will not fulfill its obligations, or
 - iii. Receives a provisional suspension of payment, or
 - iv. A bankruptcy petition is filed against it, or
 - v. Its business is liquidated or terminated.
- 5.3. SCS T&C shall not be liable for any damages as a result of termination pursuant to the above.
- 5.4. If, at the time of termination or cancellation of the Agreement as referred to in Article 5.1 and/or 5.2, the Client has already received performances for the execution of the Agreement, these performances and the associated payment obligation shall not be undone unless SCS T&C has materially defaulted with regard to those performances. Amounts invoiced by SCS T&C for work performed or goods delivered in connection with the Agreement remain due in full and become immediately due and payable upon termination and/or cancellation.

Article 6 Payment and Collection Costs

- 6.1. The rates to be paid by the Client are stated in the quotation.
- 6.2. All prices are exclusive of VAT and other government-imposed levies.
- 6.3. Unless otherwise agreed, the payment term for invoices from SCS T&C to the Client is 30 days from the invoice date. Payment must be made in the currency invoiced.
- 6.4. If the payment term mentioned in this article is exceeded, the Client is automatically in default, meaning without the need for a separate notice of default, and the Client owes SCS T&C interest on the outstanding invoice amount equal to 1% per month.
- 6.5. The Client is also obliged to pay SCS T&C a fee for all reasonable costs incurred by SCS T&C to obtain payment out of court and in court. The fee for extrajudicial collection costs is equal to 15% (fifteen percent) of the principal sum, with a minimum of €50.00.

Article 7 Retention of Title

- 7.1. All materials supplied by SCS T&C to the Client remain the property of SCS T&C until the Client has duly fulfilled all obligations arising from the agreement concluded with SCS T&C.
- 7.2. As long as the retention of title persists, the Client is not entitled to pledge the goods or encumber them in any other way.

Article 8 Liability and Indemnification

- 8.1. The liability of SCS T&C is limited in all cases to what is provided in this provision.
- 8.2. Except in case of intent or willful recklessness of SCS T&C, the liability of SCS T&C is limited to a maximum of the invoice amount of the assignment, or to that part of the assignment to which the liability relates.
- 8.3. In any case, SCS T&C is only liable for direct damage. Liability for indirect damage is expressly excluded. Indirect damage includes, among other things, consequential damage, loss of profit, loss of savings, and damage as a result of business interruption.
- 8.4. SCS T&C is not liable for damages of any kind resulting from inaccuracies in the data, information, and instructions provided by or on behalf of the Client.
- 8.5. Liability of SCS arises only if the Client notifies SCS in writing of the alleged damage within 30 days after becoming aware of it, properly stating a reasonable period for remedying the breach, and SCS continues to fail to fulfill its obligations attributable to it after that period. The notice of default must contain the most detailed description possible of the breach.
- 8.6. The existence of any right to compensation is always conditional upon the Client reporting the damage to SCS in writing within 30 days of its occurrence.
- 8.7. The Client shall indemnify SCS T&C and its employees against all claims by third parties that suffer damage in connection with the execution of the agreement and for which the cause is attributable to parties other than SCS T&C. If SCS T&C is held liable by third parties in this regard, the Client is obliged to assist SCS T&C both out of court and in court and to take all necessary measures without delay. If the Client fails to take adequate measures, SCS T&C is entitled, without the need for a notice of default, to take such measures itself. All costs and damages incurred by SCS T&C and third parties shall be fully borne by the Client. This provision also applies to the benefit of all (legal) persons that SCS uses in the execution of the agreement.

Artikel 9 Force Majeure

- 9.1. If SCS is unable to fulfill its obligations towards the Client due to a non-attributable shortcoming (force majeure), those obligations will be suspended for the duration of the force majeure situation.
- 9.2. Force majeure is understood to mean any circumstance that is not due to fault and which, under the law, a legal act, or generally accepted views in society, is not attributable to SCS T&C.
- 9.3. If one of the Parties is unable to fulfill its obligations under the Agreement as a result of force majeure, the other Party has the right to terminate the Agreement out of court in whole or in part by means of a registered letter, without thereby giving rise to any right to compensation, but not before a period of 30 days has elapsed from the date on which the circumstance constituting the force majeure arose.

Article 10 Intellectual Property

All intellectual property rights relating to the Goods and/or Services provided by SCS, as well as its Training, belong to SCS or its licensors.

Article 11 Processing of Personal Data

- 11.1. To the extent that SCS T&C acts as a processor as defined in the General Data Protection Regulation in the context of the execution of the Agreement processes personal data on behalf of the Client, SCS T&C guarantees the application of appropriate technical and organizational measures to ensure that the processing complies with the requirements of the General Data Protection Regulation and the protection of the data subjects is guaranteed. SCS T&C processes personal data exclusively on behalf and based on written instructions from the Client, unless there are deviation legal requirements.
- 11.2. The parties regulate the processing of personal data by SCS T&C on behalf of the Client by agreement.

Article 12 Other Provisions

- 12.1. If any provision of these general terms and conditions or a provision referred to therein conflicts with a provision contained in treaties, applicable laws, government regulations, the relevant provision shall be void. The invalidity of the respective provision shall not affect the validity of the other provisions.
- 12.2. Without the prior (written) consent of SCS, the Client is not permitted to assign its rights arising from its legal relationship with SCS or one or more obligations arising therefrom, in whole or in part, to third parties, or to have them effectively performed by third parties.

Article 13 Applicable Law and Disputes

- 13.1. Dutch law exclusively applies to all agreements to which SCS T&C is a party and to which these General Terms and Conditions apply, to the exclusion of its rules of private international law. The applicability of the Vienna Sales Convention is excluded.
- 13.2. In the event of a dispute that cannot be resolved by mutual agreement between the parties, the competent court in Haarlem shall have exclusive jurisdiction to hear and decide on the dispute.