

Terms and Conditions Sustainable Houses 2020

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Parties must confirm receipt and approval of these conditions. In the first instance, Dutch law applies to the clauses. In the event of alteration, it must be indicated and agreed by parties in advance in writing.

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SUSTAINABLE HOUSES Ltd IN ALMERE, the Netherlands

CONCLUSION AND PERFORMANCE OF CONTRACT AGREEMENTS

ARTICLE 1. DEFINITIONS

- 1.1 Assignment: an assignment agreement within the meaning of article 7: 400 et seq. Of the Dutch Civil Code whereby Sustainable Houses undertakes to provide services to the client.
- 1.2 Sustainable Houses: the (legal) person who carries out the assignment as referred to in 1.1. has accepted or has submitted a quotation or offer prior to a possible assignment or has carried out the assignment at the client's organization.
- 1.3 Client: the (legal) person who has commissioned Sustainable Houses to provide services
- 1.5 Quotation: a written offer to provide services.
- 1.6 Agreement: an offer signed by the client and Sustainable Houses.
- 1.7 Parties: client and Sustainable Houses.
- 1.8 Contract period: Depending on the acceptance of the Plan of Approach or assignment written agreed for the duration of the assignment.
- 1.9 Plan of Approach / assignment description: the elaboration or adjustment of the assignment, the planning of the implementation, the intended results and the conditions under which this must be done.
- 1.10 Intermediate and final report: Report on the progress of the assignment and any changes in the Plan of Approach / assignment description.
- 1.11 Damage: all direct - indirect consequential damage, including loss of profit, trading loss, (additional) costs, direct / indirect damage - or direct / indirect loss by a third party.

ARTICLE 2. APPLICATION OF GENERAL CONDITIONS

- 2.1 These general terms and conditions apply to all offers, quotations and orders with regard to the provision of services by Sustainable Houses in the broadest sense of the word, as also on the agreements thus concluded and further agreements resulting from this standards or legal acts, unless otherwise agreed in writing.
- 2.2 A reference by the client to its own general terms and conditions has no effect, unless the client thereby complies with the terms and conditions of Sustainable Houses before entering into any agreement unless expressly and unambiguously rejects. In the latter case, no agreement will be concluded before agreement is reached. In other cases, any general terms and conditions of the client and other provisions printed on documents of the client are hereby expressly declared inapplicable.
- 2.3 Assignments are concluded in writing before the start of the performance of the assignment, but no later than 8 days after the physical commencement of the agreed assignment, by signing the offer by the parties, stating at least: a description of the assignment, the expected duration of the assignment, the activities and the rates. The expected duration and rates stated in the contract for services are estimates based on insights at the time the work was formulated.
- 2.4 Sustainable Houses may suspend the activities at any time if the agreement has not yet been signed and / or confirmed in writing, which may lead to changes in planning and performance.

ARTICLE 3. EXECUTION OF THE ASSIGNMENT

3.1 The assignment is carried out to the best of ability and insight and to the requirements of good workmanship, implemented by - or on behalf of Sustainable Houses.

3.2 If and insofar as a proper execution of the agreement requires Sustainable Houses the right to have certain activities carried out by third parties she may do so in consultation with the client.

3.3 The client ensures that all data indicated to Sustainable Houses are necessary or of which the client should reasonably understand that these are necessary, and business like for the execution of the assignment and are provided to Sustainable Houses in a timely manner. If the information required for the implementation of the agreement is not provided to Sustainable Houses in time, Sustainable Houses has the right to suspend the execution of the agreement and may charge the additional costs arising from the delay to the client according to the usual rates.

3.4 Sustainable Houses is not liable for damage of any kind caused when based on incorrect and/or incomplete data provided by the client unless this inaccuracy or incompleteness should be known to her.

3.5 Upon termination of the assignment, the client must terminate the assignment granted to Sustainable Houses, or have it terminated, unless otherwise agreed.

3.6 Sustainable Houses and the client will, on the initiative of each of them, hold consultations in the following situations:

- A. Substantial change is made in the character, nature, content or size of the order.
- B. The assignment is given to perform work for an organization other than that of the client.
- C. If a difference of opinion is established with the client regarding the manner of execution of the assignment.

3.7 The Client will be immediately informed by Sustainable Houses if, for whatever reason, the planned work cannot be carried out.

ARTICLE 4. RENEWAL AND TERMINATION

4.1 The agreement will be legally terminated after expiry of the agreed terms. This unless the parties agree otherwise in writing before the end of the contract period. The agreement will be continued under the same conditions unless the parties have deviated.

4.2 Parties can prematurely terminate the agreement unilaterally, with due observance of a cancellation term of notice of one month, if one of them is of the opinion that the execution of the assignment can no longer take place in accordance with the confirmed quotation and any subsequent additional assignment specifications. A statement must be made known to the other party, with reasons in writing.

4.3 Contrary to the previous article, parties can terminate this agreement with immediate effect without stating reasons if:

- A. The other party is declared insolvent or bankrupt;
- B. The other party is granted (provisional) suspension of payment; the other party's company is liquidated, in such case conservatory or executory attachment is levied on a substantial part of the movable and / or immovable property or other types of goods of the other party.

4.5 The Client will not impose any actions on Sustainable Houses that are contrary to the law, the statutes of the client, the decisions and guidelines of the bodies of the client or against professional ethics.

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4.6 If the client terminates the agreement prematurely (article 4.2), Sustainable Houses is entitled to compensation, whereby the average monthly invoice amount as of starting point is used because of the loss of capacity utilization that has arisen and can be demonstrated, unless there are facts and circumstances underlying the termination of which Sustainable Houses is attributable.

4.7 Each of the parties has the right to terminate the assignment with immediate effect and without judicial intervention notice if the other party fails to fulfill the assignment and, after having been reminded in writing, fails to fulfill its obligations within ten days after sending this reminder.

4.8 If the agreement, after signing, but before actual execution, is confirmed by the client, this will result in the passing on of 50% of the agreed fee over the first three months, plus all costs already incurred by Sustainable Houses.

4.9 If one of the parties terminates the agreement for the reasons stated in article 4.3, this party is not obliged to pay any compensation to the terminated party.

4.10 Sustainable Houses is obliged to transfer relevant information to the client or a successor, unless the termination is based on facts and circumstances that can be attributed to the client.

ARTICLE 5. PAYMENT

5.1 Sustainable Houses will invoice monthly for the work it has performed, materials and other expenses in that month. Payment of the invoice amount must be made - without entitlement to discount or settlement - within 14 days after the invoice date. If the client does not comply with the total invoice amount, then it is in default by law and can be held to pay compensation of the statutory interest plus 2% on the outstanding amount with a minimum of € 2.500, -.

5.3 In the event of liquidation, bankruptcy or suspension of payment of the client, the obligations of the client will be immediately due and payable.

5.4 Is the client in default or in default with the fulfillment of one or more of its obligations under this agreement, all reasonable costs incurred in obtaining payment by court - without any right to discount or set-off - will be borne by the client, all this in accordance with the liquidation rate of the Dutch Bar Association.

ARTICLE 6. LIABILITY

6.1 Sustainable Houses will carry out the agreed assignment with due observance of the accepted Plan of Action to the best of its knowledge and as carefully as can be expected of it.

6.2 Sustainable Houses takes on a best efforts obligation with the agreement and therefore does not give any guarantee regarding the results of the assignment.

6.3 Sustainable Houses is not liable to the client for material damage - whether or not suffered by the client or third parties - caused by work performed on behalf of the client, in connection with actions of, or not, late or improper compliance with the obligation

6.4 The client is obliged to indemnify Sustainable Houses with regard to all third-party claims related to the present agreement and all there- related financial consequences.

6.5 Insofar as Sustainable Houses appears to be liable at any time according to the law for any damage, it is in any case limited to a maximum amount of € 10.000, -.

ARTICLE 7 FORCE MAJEURE

7.1 Force majeure are circumstances that prevent the fulfillment of the obligation that cannot reasonably be attributed to Sustainable Houses. A circumstance which is in any case regarded as force majeure is illness, political uproar, adverse weather conditions etc. If due to a situation of force majeure the execution of an assignment cannot be followed up. In case Sustainable Houses

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has an obligation regarding the search for replacement and / or make an offer to allow the execution of the (remaining) assignment to proceed at another time.

7.2 The party that is prevented from completing the agreement by force majeure can, without any obligation to pay compensation and without prejudice to its other rights, may dissolve or suspend agreements without judicial intervention.

7.3 A party that foresees that it will fail to fulfill its obligations due to force majeure shall report this immediately in writing to the other party.

7.4 The client will at all times, also in the event of force majeure, pay the obligations under this agreement coming to Sustainable Houses for all services already provided.

7.5 If Sustainable Houses, at the onset of force majeure, has already (partially) fulfilled or can only partially fulfill its obligations, it is entitled to invoice the executed or executable part to the client.

ARTICLE 8 CONFIDENTIALITY / SECRECY

8.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the agreement.

Information counts as confidential if this is stated by the other party or if this arises from the nature of the information.

ARTICLE 9 INTELLECTUAL PROPERTY AND COPYRIGHTS

9.1 Without prejudice to the provisions of article 8 (confidentiality), these cover copyrights and all other intellectual property rights including house designs, project plans, training materials and methods developed by Sustainable Houses. The latter prior to assignment or otherwise agreed in writing.

9.2 After completion of the assignment, the client obtains the right to use texts, provided the author's name is stated, unless otherwise agreed upon agreed.

9.3 Sustainable Houses reserves the free right to use any knowledge of a project for other projects.

9.4 If a copyright has been transferred to the client, Sustainable Houses reserves the right to edit texts or use these otherwise.

ARTICLE 10 FINAL PROVISIONS

10.1 It is only possible to deviate from these terms and conditions by written agreement.

10.2 Sustainable Houses is authorized to make changes to these conditions. These come into effect at the announced time of entry. Any aforementioned changes have no influence on current orders unless the parties agree otherwise.

10.3 Only Dutch law applies to every agreement between the client and Sustainable Houses. In the event of a deviation from this, it must be indicated by parties in writing in advance.

10.4 Before entering into formal consultations a written and signed approval of these terms and conditions should have been received from the client.