

# Terms and Conditions Vinario B.V. December 2022

## 1. Applicability of general terms and conditions

1.1 These general terms and conditions apply to all assignments to Vinario B.V. (“VINARIO”), unless with regard to specific assignments there are deviations in writing.

1.2 In the event of a conflict between the assignment agreement and these general terms and conditions, the assignment agreement will prevail.

1.3 These general terms and conditions are also stipulated for the benefit of the directors and (indirect) shareholders of the private companies of the partners of VINARIO and of all those who work for VINARIO.

## 2. Establishment of agreement

2.1 An agreement for services regarding services between VINARIO as the contractor and the customer as the client is only concluded after the assignment has been accepted in writing by VINARIO, or, in the absence thereof, when VINARIO actually carries out work for the benefit of the customer.

2.2 Each assignment is concluded between the customer and the private company VINARIO as such. This is also the case if it is the explicit or tacit intention of the customer that the assignment will be carried out by a specific person. The provisions of Article 7:404 of the Dutch Civil Code and Article 7:407 of the Dutch Civil Code are excluded.

## 3. Nature and performance of the agreement

3.1 Each assignment is carried out by or on behalf of VINARIO to the best of its ability and with the care that may be expected from a properly acting consultant. Due to the nature of the assignment, a certain result is never guaranteed.

3.2 In the performance of the assignment, VINARIO is bound by the applicable professional regulations and rules of conduct.

3.3 Unless expressly agreed otherwise between the parties, VINARIO determines which employee is considered most suitable to carry out the assignment.

3.4 In the event of a difference of opinion regarding the manner of handling the case, VINARIO has the right to terminate the assignment.

## 4. Data provision

4.1 The customer shall ensure that all data which VINARIO indicates are necessary, or which the customer should reasonably understand are necessary, for the execution of the agreement are provided to VINARIO in a timely manner.

4.2 If the information referred to in the previous paragraph and required for the execution of the agreement has not been provided to VINARIO in time, VINARIO has the right to suspend the execution of the assignment and/or to charge the customer the extra costs resulting from the delay in accordance with the usual rates.

4.3 All information related to a customer or a specific assignment is treated confidentially by VINARIO, unless the customer gives permission for further use.

4.4 Legislation and regulations may require VINARIO to ascertain the identity of its customers and its directors. The customer may be asked to identify itself, which request the customer will promptly comply with.

## 5. Engaging third parties

5.1 VINARIO will exercise due care when engaging third parties that do not belong to its organization. VINARIO will consult with the customer in advance as much as possible when selecting these third parties. Any liability of VINARIO for shortcomings of these third parties is excluded, unless VINARIO can be blamed for intent or gross negligence.

5.2 If these third parties wish to limit their liability in connection with the performance of an assignment from/on behalf of the customer, VINARIO assumes and, if necessary, hereby confirms that all instructions given to it by the customer entail the authority to accept such limitation of liability on behalf of the customer.

## 6. Fees

6.1 Unless the parties agree otherwise with regard to the remuneration of the work performed by VINARIO on behalf of the customer, VINARIO is entitled to charge the customer a fee for the work performed by VINARIO plus VAT and any travel expenses.

6.2 The fee payable in a period is determined by multiplying the number of hours spent on the performance of the assignment by the applicable hourly rate of VINARIO. The applicable hourly rate will be confirmed to the customer in writing upon acceptance of the assignment. The amount of this hourly rate is determined annually with effect from the first day of the new calendar year and communicated to the customer with the next invoice.

## 7. Payment

7.1 The customer shall pay invoices within thirty days after the invoice date (= due date), without any appeal to discount, suspension or off-set, by transferring the amount due to the bank account number stated on the invoice.

7.2 After the expiry of the payment term of thirty days, the customer is legally in default. In that case, the due principal sum will be increased from the due date until the day of payment with a contractual interest of 1% per month, whereby part of a month is counted as a whole month.

7.3 If VINARIO is forced to perform collection activities in order to enforce payment of the outstanding invoice, VINARIO is also entitled to pass on all costs actually incurred for judicial and extrajudicial collection to the customer.

7.4 Payments received by VINARIO will be deducted in the first place from the costs owed, interest and from the invoices that have been outstanding the longest, in succession, even if the customer states that the payment relates to a later invoice.

7.5 Until full payment of the outstanding (advance) invoice has been made, VINARIO is entitled to suspend its performance, including the work for other assignments of the customer than those to which the unpaid invoice relates.

7.6 VINARIO has the right to retain all documents it has on behalf of the customer, including those relating to an agreement to which the unpaid invoice does not relate, until payment has been made.

7.7 If VINARIO enters into an assignment agreement with two or more entities, then these entities are all jointly and severally liable towards VINARIO for the proper fulfilment of the agreement.

## 8. Advance payment

8.1 VINARIO is at all times entitled to charge the customer an advance payment for fees, VAT and any travel expenses. The advance payment paid by the customer will be settled with the final invoice of the assignment.

## 9. Liability

9.1 Any liability of VINARIO is always limited to the amount that is paid out, where appropriate, under the professional and business liability insurance it has taken out (coverage up to EUR 2,500,000) plus the amount of the applicable deductible.

9.2 If the insurer does not pay out in any case or if the damage is not covered by the insurance, VINARIO's liability will be limited to a maximum of the fee owed by the customer over the last three months before the liability claim.

9.3 The customer is only entitled to hold VINARIO liable for this limited amount. Any claim for compensation against employees, advisers or directors of the practice companies in which VINARIO's partners perform their work is excluded. This third-party clause has been stipulated for the benefit of said persons who can invoke this provision at all times.

## 10. Personal data protection

10.1 The parties acknowledge that personal data may be processed by VINARIO as a controller in connection with the provision of the services or applicable legal and regulatory requirements. The parties will comply with applicable data protection laws and regulations when processing personal data.

## 11. Force majeure

11.1 In the event of force majeure, VINARIO is entitled, without judicial intervention, either to suspend the execution of the agreement as long as the circumstances causing the force majeure continue, or to dissolve the agreement in whole or in part without being obliged to pay any compensation, penalty or refund of paid invoices.

11.2 "Force majeure" on the part of VINARIO is understood to mean: any circumstance that VINARIO could not take into account at the time of entering into the agreement and/or as a result of which a normal performance of the agreement cannot reasonably be required by the customer, such as, but not limited to: illness at VINARIO, the lack of sufficient data from or the provision of incorrect data by the client, or the lack of cooperation by the client, as well as fire, floods, strikes, riots, disruptions in transportation, mobilization, war, pandemics, non-delivery of facilities by public utilities and any other circumstances that delay or make impossible the performance of the assignment.

## 12. Dispute resolution

12.1 Any complaint about the services provided by VINARIO will be submitted to the board of VINARIO, which will ensure that it is dealt with adequately.

12.2 Proceedings will be brought before the competent court of the District Court of The Hague.

## 13. Applicable law

13.1 Dutch law applies to every assignment agreement between VINARIO and the customer.

## 14. Modification of terms

14.1 VINARIO is authorized to make changes to these terms and conditions. The changes will take effect at the announced time. VINARIO will send the amended terms and conditions to the customer in a timely manner. If no time of entry into force has been communicated, changes to the customer will take effect as soon as these changes have become known to it.