

# **General Terms and Conditions Albion Invest B.V.**

## **Article 1: Definitions**

In these general terms and conditions, the following terms are used:

- **Albion Invest B.V.:** The user of these general terms and conditions, established at Lange Voorhout 1, The Hague, operating under Chamber of Commerce number 94557411.
- **Client:** The natural or legal person who enters into an agreement with Albion Invest B.V. and/or receives a quotation or offer.
- **Agreement:** Any agreement concluded between Albion Invest B.V. and the client.

## **Article 2: Applicability**

2.1 These general terms and conditions apply to all offers, quotations, agreements, and services of Albion Invest B.V.

2.2 Deviations from these general terms and conditions are only binding if agreed upon in writing.

2.3 The applicability of any purchasing or other conditions of the client is explicitly rejected.

## **Article 3: Offers and Quotations**

3.1 All offers and quotations from Albion Invest B.V. are without obligation, unless otherwise agreed in writing.

3.2 Quotations are valid for 30 days, unless otherwise indicated.

3.3 Albion Invest B.V. cannot be held to its offers or quotations if the client can reasonably understand that the offer or part of it contains an obvious mistake or error.

## **Article 4: Formation of the Agreement**

4.1 An agreement is concluded at the moment the client has accepted the written quotation from Albion Invest B.V., or when Albion Invest B.V. has received oral or written permission from the client to start the work.

4.2 After the conclusion of the agreement, it can only be amended by mutual consent.

## **Article 5: Execution of Services**

5.1 Albion Invest B.V. will execute the agreement to the best of its knowledge and ability, in accordance with applicable industry standards.

5.2 The client ensures that all information required by Albion Invest B.V. for the execution of the agreement is provided in a timely and complete manner.

5.3 Albion Invest B.V. is entitled to engage third parties for the execution of the agreement, if necessary for the proper performance of the services.

## **Article 6: Fees and Payments**

6.1 The client owes the agreed fee as stated in the quotation or agreement. All prices are exclusive of VAT, unless otherwise indicated.

6.2 Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.

6.3 In case of late payment, the client is automatically in default. From that moment, the client owes interest of 1% per month on the outstanding amount.

## **Article 7: Liability**

7.1 Albion Invest B.V. is only liable for direct damage resulting from intent or gross negligence.

7.2 Albion Invest B.V. is not liable for indirect damage, including consequential damage, lost profits, or business interruption.

7.3 The liability of Albion Invest B.V. is in any case limited to the amount paid out by the liability insurance for the relevant case, increased by the deductible. If, for any reason, no payment is made, liability is limited to the amount of the invoice for the relevant services.

## **Article 8: Force Majeure**

8.1 Albion Invest B.V. is not liable for damage resulting from force majeure, understood as any circumstance beyond the control of Albion Invest B.V. that wholly or partially prevents the fulfillment of obligations.

8.2 In the event of force majeure, Albion Invest B.V. has the right to suspend the execution of the agreement, without the client being entitled to compensation.

## **Article 9: Confidentiality**

9.1 Albion Invest B.V. and the client will keep all confidential information received from each other strictly confidential.

9.2 Information is considered confidential if communicated as such by the other party or if it follows from the nature of the information.

## **Article 10: Intellectual Property**

10.1 All intellectual property rights relating to materials, products, and services developed by Albion Invest B.V. rest with Albion Invest B.V.

10.2 The client is not permitted, without written permission from Albion Invest B.V., to copy, disclose, or make materials or other items provided by Albion Invest B.V. available to third parties.

## **Article 11: Termination of the Agreement**

11.1 Both parties may terminate the agreement at any time in writing with a notice period of one month, unless otherwise agreed.

11.2 If the client terminates the agreement, they are obliged to reimburse the costs already incurred and work already performed.

11.3 Albion Invest B.V. has the right to terminate the agreement with immediate effect if the client is in default of their obligations.

## **Article 12: Applicable Law and Disputes**

12.1 All agreements between Albion Invest B.V. and the client are governed by Dutch law.

12.2 Disputes arising from or related to the agreement shall be submitted exclusively to the competent court in The Hague.

## **Article 13: Final Provisions**

13.1 If one or more provisions of these general terms and conditions are null or voidable, the remaining provisions remain fully in effect. Albion Invest B.V. and the client will consult to replace the null or voidable provisions with provisions that most closely align with the purpose and intent of the original provisions.