General Terms and Conditions

Resilium per Dec 13, 2024

1. Definitions

1.1.   In these General Terms and Conditions, the following definitions apply:

1.1.1.   Agreement: any document that declares these General Terms & Conditions to apply and which describes the Services.

1.1.2.   Client: the entity that has concluded an Agreement with Resilium.

1.1.3.   Confidential Information: in relation to a Party (i) all information (whether the information is in oral or written form or is recorded in any other medium) about or pertaining to the business of that Party, its Affiliates, or their respective customers, suppliers or business associates (including but not limited to information on products, methods, techniques, technology, IT operations, IP Rights, know how, content of reports, financial information and personal data), which is disclosed to the other Party, its Affiliates or their respective personnel or contractors (or personnel of a contractor), or which is acquired by or otherwise comes to the knowledge of the other Party) in connection with this Agreement; and (ii) all information identified by a Party as confidential; and (iii) all other information which the other Party knows or should reasonably know to be of a confidential nature.

1.1.4.   IP Rights : means all content, rights or information (including: software, trademarks, websites, database rights, copyright, equipment , training-, evaluation- and exam material, analyses, designs, documentation, reports, quotes and all other (preparatory) materials, whether or not registered and including applications for registration).

1.1.5.   General Terms and Conditions: the provisions contained in this document;

1.1.6.   Resilium: Resilium BV based at Duitslandlaan 430, 2711 BN Zoetermeer, The Netherlands and registered at Chamber of Commerce under 96084618.

1.1.7.   Services: any services as agreed between Resilium and the Client, such as consultancy services, SaaS Services, Training.

1.2.   For the purposes of these General Terms and Conditions, it makes no difference whether the terms defined above are worded in the singular or the plural or are used in a particular combination.

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2.   Applicability

2.1.   These General Terms and Conditions apply to the legal relationship between Resilium and the Client as agreed in the Agreement. These General Terms and Conditions supplement the Agreement. In case of conflict between the General Terms and Conditions and these Agreements, the provisions of the Agreement shall prevail.

3.   Services

3.1.   Resilium provides the Service and other Services under the conditions described in the Agreement.

3.2.   Resilium is the exclusive contractor. Art. 7:404 BW and 7:407 section 2 BW do not apply.

3.3.   The Client is responsible for the management decisions and other decisions made based on the outcomes of the Services.

3.4.   The Client will provide relevant information reasonably requested by Resilium and cooperate if requested by Resilium. The Client vouches the information provided is correct.

3.5.   Resilium can (temporarily) assign (part of) the Services to other persons or third parties when deemed necessary by Resilium.

3.6.   With respect to training as part of the Services, the following applies:

3.6.1.   Registration for a training is binding once confirmed by Resilium.

3.6.2.   Resilium will determine the content and depth of the training.

3.6.3.   Replacing an attendee is possible if agreed upon by Resilium.

3.6.4.   If the number of registrations for the training is deemed inappropriate, Resilium is allowed to cancel the training, to combine it with any other training or postpone the training to a later date. Resilium may also change the venue of the training, the structure and/or content of the training if necessary.

3.6.5.   Cancellation must take place in writing, 24 hours before the start of the training. Payment is still required in case of cancellation or failure to attend.

3.6.6.   A test of any kind is not by definition included in the training.

3.6.7.   A separate charge may be included for materials used during the conduct of the training such as documentation, course materials or certificates (and possible copies).

3.6.8. Resilium may charge primary or additional costs related to the training before the start of the training. Failure of payment before the start of the training may result in exclusion from training.

4. Financial

4.1. The Client will pay the agreed fees for the Services.

4.2. The Client shall pay any fixed amounts in advance and any variable amounts in arrears unless agreed otherwise.

4.3. Other costs and (sales) tax, including withholding tax, will be charged on top of the fee. The Client has to inform Resilium of any applicable (withholding) tax before invoicing starts. Costs are all expenses made in relation to an assignment that are not covered by the fee.

4.4. All invoices must be paid within thirty (30) calendar days from the receipt of the invoice by the Client. If the Client fails to pay an invoice within this payment period Resilium will be entitled to the legal commercial interest rate (wettelijke handelsrente, artikel 6:119a C) from the due date until the date of payment in full. All judicial and extrajudicial collection and other costs reasonably incurred by Resilium as a result of the Client's failure to discharge its payment obligations will be borne by the Client.

4.5. Resilium can charge advances and settle open declarations with every payment received on behalf of the client.

4.6. The Client's failure to pay any invoice which has been disputed by the Client on reasonable grounds shall not be deemed to be a breach of the Agreement. If any undisputed part of an invoice is not paid within three (3) months from receipt of that invoice, then Resilium may suspend its Services until payment is received.

5. Confidentiality

5.1. Both Resilium and the Client will observe strict confidentiality with regard to all Confidential Information they receive from the other Party. They will use Confidential Information only for the purpose of this Agreement. They shall also impose the aforementioned obligations on their employees as well as to third parties who have been employed by them in connection with the Agreement.

5.2. The aforementioned obligations shall not apply to Confidential Information as can be shown by the receiving Party that it:

5.2.1. has been of public knowledge at the time of disclosure by the disclosing party, except where due to the disclosing Party;

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5.2.2. has already been in the possession of the receiving Party at the time of disclosure;

5.2.3. has become public knowledge, through no fault of the receiving Party after disclosure of the disclosing Party;

5.2.4. has become legally available to the receiving Party from any third party, having the right to transmit the information and without restriction on disclosure;

5.2.5. was independently developed by the receiving Party without use of confidential information of the disclosing Party.

6. IP Rights

6.1. All IP Rights of either Party shall remain the absolute property of that Party. No transfer of IP Rights is intended by the Agreement, other than as explicitly described in this Article.

6.2. All Intellectual Property Rights of any software provided by Resilium including, but not limited to, new functionalities or new products developed by Resilium, whether or not as a result of changes, shall vest exclusively in Resilium or its relevant Affiliate or licensor.

6.3. All IP Rights in the Client information, shall vest exclusively in the Client or its Affiliate. The Client grants Resilium a royalty-free, non-exclusive, non-transferrable license to use the client information for the sole purpose of providing the Services.

6.4. Transfer of any IP Right or a derived right of use, will only take place explicitly and in writing. Such transfer will not affect the rights or possibilities of Resilium to use or exploit for other purposes any part, concept, idea, design, algorithm, documentation, works, programming language, protocol, standard and such which is based on such IP Right, or to develop similar or derived products or services to those that are or have been developed on behalf of the Client.6.5

6.5. Resilium will indemnify the Client against all (alleged) claims for infringement of intellectual property rights by third parties with respect to any software provided by Resilium. Any limitation of liability does not apply to this indemnity .

6.6. Changing or removing designations of Resilium in relation to confidentiality, trademarks, branding or intellectual property requires prior written approval by Resilium.

7. Personal Data

7.1. All electronic communication, including e-mails, shall be deemed to be in writing. As part of its activity, Resilium uses digital communication, data storage

and cloud computing services, and cannot be held liable for any loss resulting from the use thereof.

7.2. Resilium processes personal data of the Client and persons working for it in order to provide the Services and to comply with statutory obligations. More information about the processing of data by Resilium is provided in the Privacy statement published on the website of Resilium .

7.3. Resilium retains its electronic and/or hardcopy files on record for at least seven years after the last substantive communication with the Client in the respective matter. After expiry of that period, Resilium may destroy such files.

8. Risk and Reliability

8.1. Nothing in these General Terms and Conditions and the Agreement shall exclude or limit either Party's liability for damage caused with wilful intent ("opzet"), deliberate recklessness ("bewuste roekeloosheid") or as a result of fraud ("bedrog") by such Party, or for death or personal injury caused by a Party's negligence.

8.2. The use of the outcome of the Services performed by Resilium, is always at the risk of the Client.

8.3. The risk of loss, theft, embezzlement or damage to goods, rights or information (including: user names, codes and passwords) is for the Client from the moment that these are at the disposal of the Client.

8.4. Except for claims in relation to premeditation or conscious recklessness, the client exempts Resilium and its related persons of any liability claims by third parties in relation to an assignment.

8.5. Resilium and its related persons are not liable for contracted third parties.

8.6. The liability of Resilium and its related persons for direct damage on any legal basis is limited to the fee met and owed until the moment of the damaging fact, with a maximum of one (1) year. 14.7   If Resilium has any professional liability insurance, liability is limited to the amount that is paid by the insurance company with respect to the damage.

8.7. Resilium and its related persons are not liable for any indirect damage (including: consequential loss, lost profits, missed savings, reduced goodwill and damage due to business stagnation).

8.8. Unabated by statements in art. 6:89 BW, any claim against Resilium and its related persons will expire 12 months after the damage became known or reasonably should have been known by the Client.

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9. Suspension, Duration and Termination

9.1. If an Agreement between Resilium and Client provides a fixed term, for example 12 months, neither party may terminate before expiration of that term, unless agreed otherwise .

9.2. If an Agreement between Resilium and the Client has an indefinite term, both the Client and Resilium may terminate the Agreement by means of a written notification taking into account a notice period of one (1) month.

9.3. Resilium is entitled to indefinitely cease execution of an Agreement if the (financial) obligations are not met, without any liability to Resilium and its related persons.

9.4. Each Party is entitled to terminate the Agreement with immediate effect:

   9.4.1. upon the other Party's material breach of this Agreement and, in case of a remediable breach, if the other Party fails to cure such breach within thirty (30) days after receipt of written formal notice specifying the breach;

   9.4.2. after the other Party -whether or not temporarily-, requested or received a suspension of payment, has filed for or has been granted bankruptcy, is liquidated or otherwise terminated because of a reorganisation, merger, without any liability to Resilium and its related persons.

9.5. Resilium is entitled to terminate the Agreement if the controlling interest in the organisation of the Client directly or indirectly changes.

9.6. Upon termination of the Agreement Client shall make payment of any amount still due and payable to Resilium.

9.7. Termination or expiration of this Agreement shall not relieve either Party of any obligations which by their nature continue after the date of termination or expiration, such as confidentiality obligations.

10. Jurisdiction and Governing Law

10.1. Each party to the Agreement irrevocably agrees that the courts of The Hague shall have exclusive jurisdiction in respect to any and all claims arising out of or in connection with the Agreement.

10.2. The Agreement shall be governed by the laws of the Netherlands.