

General Terms and Conditions Growing Workplace

1. Definitions

In these General Terms and Conditions the following terms are defined as below:

- **Terms and Conditions:** these general Terms and Conditions of Growing Workplace.
- **Services:** all that Growing Workplace makes and does for the benefit of the Client, within the framework of the assignment provided by the Client.
- **Growing Workplace:** Growing Workplace Coöperatie U.A. which offers and performs the Services to the Client, is located at (7811 HH) Emmen and is registered with the Dutch Chamber of Commerce under number 61798509.
- **Agreement:** all that has been agreed between Growing Workplace and the Client, including any amendments and additions.
- **Client:** Every party who enters into an Agreement with Growing Workplace or requests an offer.
- **Party/Parties:** Growing Workplace and / or the Client.

2. General

1. These Terms and Conditions are applicable to and form an integral part of all Agreements and offers or tenders issued by Growing Workplace and exclude any (general) purchase or other conditions of the Client.
2. Once the Terms and Conditions have been applicable to a legal relationship between Growing Workplace and the Client, the Client is deemed to have consented in advance to the applicability of these Terms and Conditions to Agreements entered into and to be entered into thereafter.
3. Any deviating conditions from these Terms and Conditions are only binding on Growing Workplace if Growing Workplace has agreed to this in writing.
4. The applicability of articles 7:404, 7:407 paragraph 2 and 7:408 (jo. 413) of the Dutch Civil Code (Burgerlijk Wetboek) is explicitly excluded.

3. Offers

1. All offers and tenders from Growing Workplace are at all times without obligation and valid for a maximum of one month, unless the offer or quotation states a different term of acceptance.
2. Delivery times in offers or tenders are indicative and, if exceeded, do not entitle the Client to termination or compensation, unless the Parties have expressly agreed otherwise in writing.
3. Growing Workplace's offers and tenders may not be reproduced or made available to third parties without the permission of Growing Workplace.

4. Agreement

1. Agreements (as well as amendments and additions) can only be formed by written or electronic confirmation from Growing Workplace or because Growing Workplace implements in whole or in part an Agreement given by the Client without prior confirmation.
2. Agreements made or proposed and / or Orders with subordinates of Growing Workplace do not bind Growing Workplace, insofar as these have not been explicitly confirmed in writing by a representative of Growing Workplace.

3. For Agreements for which no offer / quotation or confirmation is sent, the invoice is deemed to represent the Agreement correctly and completely.

5. Changes

1. Growing Workplace is at all times entitled to refuse Agreements or to attach further conditions to the Services.
2. Changes to the Agreement by the Client must be communicated to Growing Workplace in time and in writing. The changes in the Agreement are effective by and from the express and written acceptance thereof by Growing Workplace. If the changes cause higher costs, the Client will be charged extra.
3. If changes to the Agreement by the Client mean total or partial cancellation of the Agreement, Growing Workplace is entitled to charge the Client for any costs, loss incurred or loss of profit.
4. Without being in default, Growing Workplace can refuse a request for amendment of the Agreement by the Client, if this could have qualitative and / or quantitative consequences for the Services to be provided in that context.
5. Changes to the Agreement that result in the agreed delivery time being exceeded by Growing Workplace will be for the Client's account and risk.
6. Growing Workplace reserves the right to perform more Services than stated in the Agreement or in the confirmation and to charge this to the Client, if these Services are in the interest of the Client and / or are necessary for the proper execution of the Agreement. The Client will be informed as soon as possible of the performance of these additional Services.

6. Engaging third parties

If this is reasonably necessary in the opinion of Growing Workplace, Growing Workplace is entitled to engage third parties (on behalf of) at the expense of the Client. If possible and / or if necessary Growing Workplace will inform the Client about this.

7. Duration and termination

1. An Agreement is entered into for a definite period of at least one year, unless the Parties have explicitly agreed otherwise in writing. After expiry of the term stipulated in the Agreement, the Parties will consult about a possible extension of the Agreement.
2. In the case of an Agreement for a definite period, the actual duration of the Agreement is partly dependent on external factors, including but not limited to the agreements planned by the Client and the quality and timely delivery of the information that Growing Workplace obtains from the Client.

8. Delivery period(s)

1. Delivery times stated by Growing Workplace are always approximate and never count as strict deadlines for Growing Workplace, unless expressly agreed otherwise in writing.
2. If Growing Workplace exceeds any term, Growing Workplace will only be in default after a written notice of default with a reasonable period of at least fourteen (14) working days.

9. Provision of information by the Client

1. The Client is obliged to provide all information and documents that Growing Workplace believes it needs for the correct execution of the Agreement, in a timely manner and in the desired form.

2. The Client guarantees the correctness, completeness and reliability of the data and documents made available to Growing Workplace, even if these come from third parties, unless the nature of the Agreement dictates otherwise.
3. The Client party is responsible for making backups of its data.

10. Advice

1. If instructed to do so, Growing Workplace can draw up advice, a plan of action and / or reporting for the services. The content of this is not binding and only advice. The client decides on his own responsibility whether the advice is followed.
2. The nature of the service implies that the result always depends on external factors that can influence the advice of Growing Workplace, such as the commitment and cooperation of the Client, as well as the quality, correctness and timely delivery of required information and data of the Client.

11. Prices

1. All prices are expressed in euros (€), excluding turnover tax and / or other government levies and any additional costs, such as travel, shipping, courier costs, unless expressly stated otherwise.
2. Cost-increasing circumstances (including price increases) are and remain for the account of the Client, even after the Agreement has been concluded, regardless of the period that has elapsed between the date of the conclusion of the Agreement.

12. Price indexation

1. The prices agreed upon entering into the Agreement are based on the price level applied at that time. Growing Workplace has the right to adjust the fees to be charged to the Client annually from January.
2. Adjusted prices, rates and hourly wages will be communicated to the Client as soon as possible.

13. Payment

1. The Client must pay the invoice by transfer within fourteen (14) days of the invoice date, unless agreed otherwise in writing.
2. The Client is in default if payment has not been made within the agreed term, without summons or notice of default being required for this. In that case all claims that Growing Workplace has on the Client are immediately due and payable and Growing Workplace is also authorized to suspend the (further) fulfillment of all Agreements with the Client.
3. If the Client has issued an authorization for direct debit, Growing Workplace is allowed to debit the amount due from the Client's account number known to Growing Workplace from the date of the invoice. If the payment due cannot be collected and / or reversed, the Client will be in default from the time when the payment due cannot be collected or reversed. Any agreed discounts will lapse in that case.
4. In the event of late payment by the Client and / or if a direct debit is reversed, statutory (commercial) interest is due on the invoice amount from the due date of the invoice until the moment of full payment. All judicial and extrajudicial costs related to the collection of any claim against the Client will be at his expense. The extrajudicial costs amount to 15% of the invoice amount (s), with a minimum of € 500.00 and are due without further notice.
5. Without the express written permission of Growing Workplace, the Client is not permitted to suspend and / or set off its payment

obligation(s) towards Growing Workplace against a claim of the Client on Growing Workplace, for whatever reason.

14. Privacy

1. The Parties comply with all applicable laws and regulations regarding the protection of personal data relating to the other Party in the performance of the obligations under the Agreement.
2. The Client will notify Growing Workplace immediately if, in the Client's opinion, an instruction infringes the GDPR or any other statutory data protection provision.
3. Personal data relating to Growing Workplace may not be processed by or on behalf of the Client without the prior written permission of Growing Workplace.

15. Suspension and dissolution

1. Growing Workplace is entitled to immediately suspend the performance of the Agreement or to dissolve the Agreement in whole or in part, without notice of default and without judicial intervention, without it being obliged to pay any compensation or warranty and without prejudice to its future rights, in the following cases:
 - a. if the Client does not, not properly or not timely fulfill any obligation arising for it from the Agreement with Growing Workplace or a related Agreement;
 - b. if there is good ground for fear that the Client is not or will not be able to fulfill its obligations to Growing Workplace and a written summation of Growing Workplace has not been complied within the period set for that purpose;
 - c. in the event of bankruptcy, suspension of payments, suspension, liquidation or full or partial transfer - whether or not as security - (from the company) of the Client, including the transfer of an important part of its claims.
2. In each of the cases referred to in the previous paragraph, all claims of Growing Workplace on the Client are immediately due and payable in full and Growing Workplace is entitled to take back the goods, working methods and / or accessories made from the Agreement.
3. Suspension, strike and / or dissolution do not affect the payment obligation for the Services already performed. In addition, Growing Workplace is then entitled to claim compensation from the Client for damage, costs and interest caused by the Client's default and the dissolution of the Agreement, including the income lost by Growing Workplace.

16. Force majeure

1. Growing Workplace is never liable if, as a result of a force majeure situation, the obligations under the Agreement cannot be met.
2. In case of force majeure, Growing Workplace is entitled to either suspend the execution of the Agreement for the duration of the force majeure or to dissolve the Agreement in whole or in part, without judicial intervention and without Growing Workplace being obliged to pay any compensation. During the suspension, Growing Workplace is authorized to opt for execution or for full or partial dissolution of the Agreement.
3. Force majeure means any circumstance independent of the will of Growing Workplace - even if this was already foreseeable at the time of the conclusion of the Agreement - that permanently or temporarily prevents the fulfillment of the Agreement or makes it objectionable, as well as, insofar as not already understood,

epidemic / pandemic, impeding measures of any authority, disruptions and other similar events and / or serious disruptions in the business of Growing Workplace or one of its suppliers, the cancellation or late execution of contracts concluded by third parties by Growing Workplace and the lack of permits to be obtained. This applies regardless of whether the circumstances that cause the force majeure occur in the Netherlands or in another country.

17. Liability

1. Growing Workplace will endeavor to execute the Agreement properly and with care, but can never guarantee that the performance of the Services will be possible at all times. All Services are performed on the basis of a best efforts obligation.
2. Growing Workplace does not guarantee the (execution of the) work under the Agreement. If any result laid down in the Agreement is not achieved, a shortcoming of Growing Workplace will only be deemed to exist if Growing Workplace has explicitly promised this result in writing when accepting the Agreement.
3. Growing Workplace accepts no liability and cannot be held liable by the Client for any (withdrawn) subsidies, prices, investments or other capital injections or otherwise lost income in which Growing Workplace was originally involved in obtaining.
4. Without prejudice to the limitations in the liability of Growing Workplace agreed elsewhere in the Agreement or these Terms and Conditions, the liability of Growing Workplace is limited to the re-performance of the work in question or to compensation for only direct damage in connection with an attributable shortcoming in the fulfillment of the Agreement. The amount of the damage to be paid by Growing Workplace is limited to the monetary value of a maximum of the invoice value of 3 months prior to the relevant fact.
5. Growing Workplace is never liable for indirect damage of the Client or third parties.
6. Insofar as the Client has suffered damage caused by tort, intent and / or gross negligence of Growing Workplace or of third parties and / or subordinates engaged by Growing Workplace, the amount of the damage to be paid by Growing Workplace is limited to an amount of € 5,000 per harmful event, whereby a series of related facts is regarded as one fact.
7. Any right of action of the Client including due to damage or re-execution of the activities, lapses if the shortcoming and / or damage is reported too late and in any case lapses one year after the damaging activities.

18. Confidentiality

1. The Client will make every effort to prevent that confidential information relating to the Services performed is made known or in the hands of third parties. Subject to prior written permission from Growing Workplace, the Client will not make information and / or data provided to it by Growing Workplace available to third parties and will only disclose it to its staff insofar as this is necessary for the use of the goods and / or performing the Services in accordance with the Agreement.
2. In particular, secrecy applies to the advice, reports, working methods and / or reporting of the Client's Agreement drawn up by Growing Workplace. The Client is expressly forbidden to share the contents thereof with employees who are not authorized to take note of this and with (unauthorized) third parties, unless prior written permission has been given by Growing Workplace.

3. The Client also imposes the obligation of confidentiality on the third parties to be engaged by them.

19. Intellectual property ('IP') rights

1. Growing Workplace reserves all IP rights with regard to products of the mind which it uses or has used and / or develops and / or has developed in the context of the execution of the Agreement and in respect of which it holds the copyrights or has or can assert other IP rights.
2. All (information contained in) offers, quotations, designs, images, software, drawings, etc. and the related industrial and IP rights or equivalent rights (including copyrights, patent rights, etc.) and know-how becomes and will remain the property of Growing Workplace, even if the Client has been charged for the manufacture thereof. The Client is not permitted to copy these in whole or in part, to make them available to third parties or to make them available for inspection and / or to communicate the contents thereof to third parties, unless Growing Workplace has given prior written permission for this.
3. The Client guarantees that the goods and / or deliveries to be delivered by it to Growing Workplace will not infringe the IP rights of third parties.
4. The Client indemnifies Growing Workplace against claims arising from any infringement of the rights referred to in the previous paragraph and will compensate Growing Workplace for all damage and costs resulting from this.

20. Fine

1. In the event of violation of the provisions of Articles 3, 9, 14, 18 and 19 of these Terms and Conditions, the Client will forfeit for the benefit of Growing Workplace without notice of default or judicial intervention an immediately due and payable penalty of € 5,000 and € 500 for every day or part thereof that the Client is in violation.
2. A fine payable by the Client does not affect Growing Workplace's right to compensation for damage, costs and interest suffered by it.

21. Change of Terms and Conditions

1. Growing Workplace may (unilaterally) amend and / or modify these Terms and Conditions at any time.
2. If the Client does not wish to accept a change or addition, the Client can terminate the Agreement in writing until the effective date thereof or (at the choice of Growing Workplace) continue the Agreement under the contracted conditions. Use of the Services after the effective date always counts as acceptance of the amended or modified Terms and Conditions.

22. Miscellaneous

1. If for any reason whatsoever any provision or any part of a provision of these Terms and Conditions are void or voided, the remaining provisions will remain unimpaired.
2. In all cases in which the relationship between the Client and Growing Workplace ends, pursuant to any provision of these Terms and Conditions or through the intervention of the court, these Terms and Conditions continue to govern the legal relationship between Parties, insofar as this is necessary for the settlement of the relationship.
3. Dutch law applies to all legal relationships between Growing Workplace and the Client.

4. Only the court of the Northern Netherlands has jurisdiction to hear disputes.