

General Terms and Conditions Stainable

Article 1

Blue Building Institute B.V., trading under the name **Stainable**, is a private company with limited liability that offers software to comply with European ESG legislation. The correspondence address is Blue Building Institute, Antonio Vivaldistraat 2, 1083 HP Amsterdam.

Article 2

These general terms and conditions apply to and form an inseparable part of all Agreements and all quotations or offers made by BBI, excluding any (general) purchase or other conditions the Client applies. Notwithstanding the foregoing, these General Terms and Conditions will always prevail if, despite the foregoing, (general) purchase or different terms and conditions of the Client are applicable.

If these general terms and conditions once applied to a legal relationship between BBI and the Client, the Client will be deemed to have agreed in advance to their applicability to agreements concluded and to be concluded thereafter.

BBI is entitled to amend these general terms and conditions. Amendments will be announced to the Client in writing. The amended version of the general terms and conditions will form part of any Agreement concluded after the time of amendment. Any general terms and conditions of the Client are expressly rejected by BBI, except in the event and insofar as BBI has accepted the applicability thereof, by express written reference to the terms and conditions of its Client.

Article 3

Stainable accepts all assignments. This also applies in cases where it is the client's express or tacit intention that a particular firm employee will carry out an assignment given to the firm. Stainable may have the work carried out by a third party it engages. The client grants permission for the contract to be taken over. The effect of the provisions of Article 7:404 of the Dutch Civil Code, which provides a regulation for the latter case, and the effect of the provisions of Article 7:407 paragraph 2 of the Dutch Civil Code, which establishes a joint and separate liability for cases in which an assignment is given to two or more persons, is excluded.

Article 4

The Client must provide Stainable with all facts and circumstances relevant to the correct execution of the assignment and all data and information required by Stainable. The Client guarantees the accuracy and completeness of all data provided to Stainable.

Article 5

Stainable Client grants Stainable permission for the automatic processing of personal data collected and to be collected by Stainable when awarding the contract. Client grants permission for contract acquisition. Stainable shall process the personal data obtained by it in connection with the performance of the assignment by the General Data Protection Regulation. Stainable will not use the personal data obtained for purposes other than those for which the data were obtained and will not retain the data for longer than the periods specified in the privacy statement. This privacy statement can be found on the Stainable website.

Article 6

Present and future rights of intellectual or industrial property in connection with the performance of the assignment are vested exclusively in Stainable or held only by Stainable. The client is not permitted to remove and/or change any indication concerning copyrights, brands, trade names or other intellectual or industrial property rights, including indications concerning confidentiality and secrecy.

Article 7

Customer agrees that Stainable may use Customer's name and logo and indicate that Customer is a client of Stainable on its website, in any public filings and through its marketing materials, including but not limited to press releases: case studies, white papers and webinars. Any such attribution will be consistent with the Customer's style guidelines or requirements, as communicated to Stainable occasionally.

Article 8

If, in the performance of the assignment of a Client or otherwise, an event occurs that leads to liability, such liability will be limited to the amount or amounts paid out by the insurer under the professional liability insurance and/or business liability insurance taken out by Stainable or a third party engaged by it, plus the excess under that insurance. An event, as referred to in the previous sentence, also includes an omission. A copy of the policy/policies with the terms and conditions is available for inspection at the office secretariat. Directors and employees of Stainable are not individually liable towards the client. Stainable is never liable for indirect loss and/or consequential loss and/or trading loss.

Article 9

Executing an assignment given to Stainable will take place exclusively for the client's benefit. Third parties cannot derive any rights from the work's content. The client indemnifies Stainable against claims from third parties.

Article 10

Stainable will exercise due care when engaging and selecting third parties. Stainable does not accept liability for third parties' shortcomings. The client authorises Stainable to accept any limitations of liability of third parties on behalf of the client of Stainable.

Article 11

The client indemnifies Stainable against all claims by third parties, including the reasonable costs of legal assistance, which are in any way connected with the work performed for the client, unless this is the result of gross negligence or deliberate misconduct on the part of Stainable.

Article 12

Unless agreed otherwise in writing, the fee will be calculated based on the number of hours worked multiplied by (differentiated) hourly rates to be determined annually by Stainable. Expenses paid by Stainable on behalf of the client will be charged separately. All amounts are exclusive of VAT.

Article 13

In principle, the work is invoiced to the client every month, whereby the payment term of invoices is 14 days from the invoice date. Payment shall be made in the manner stated on the invoice. Settlement with an (alleged) counterclaim, for whatever reason, or suspension of payment by the client is not permitted. Should the client fail to pay the invoice on time, he will be in default by operation of law with effect from the fifteenth day and will owe interest of 1% per month on the outstanding amount, whereby part of a month will be counted as a whole month. Stainable is always entitled to request one or more deductible advance payments from the client before or to continue its services. If payment is not made on time, Stainable is entitled, after prior notice, not to commence, suspend or cease its work without this leading to any liability for compensation on the part of Stainable.

Article 14

If payment is not made after the expiry of the payment period referred to in Article 12 and Stainable proceeds to take extrajudicial collection measures, the client will be liable for the extrajudicial collection costs, 10% of the amount due, with a minimum of Euro 250. In the event that Stainable starts

judicial collection measures after notice has been given, the client is obliged to reimburse the actual costs (not only the liquidated costs) associated with the relevant measures and proceedings, including the number of hours involved in said collection measures at the hourly rate referred to in Article 11.

Article 15

If the client has any complaints about Stainable's work, the client must notify Stainable in writing as soon as possible. In case of disputes between the client and Stainable, both try to settle such disputes in good consultation in the first instance.

Article 16

Dutch law is exclusively applicable to this assignment. Disputes concerning or arising from the assignment will not be communicated to third parties and will be solely submitted to the competent court in Amsterdam.

Article 17

These general terms and conditions have been drawn up in English. They are available for inspection at the office secretariat and will be sent upon request.
