

welisa

General Terms & Conditions

Welisa B.V.

2025



Article 1 Scope

1. These General Terms and Conditions apply to all assignments, offers and agreements to which Welisa B.V. (Welisa) (Chamber of Commerce 74430513) is party, unless otherwise expressly agreed in writing.

2. All offers are without obligation. Any purchasing or other conditions of the Customer do not apply, unless expressly accepted by Welisa in writing.

Article 2 Entering into an agreement

1. Agreements and any further agreements, which have not been entered into in writing, are only binding after written confirmation by Welisa.

2. Welisa's obligations never go beyond what has been confirmed in writing by Welisa.

Article 3 Quotation and conclusion of agreement

1. All written offers from Welisa are without obligation and valid for 14 days after date of issue, unless the offer explicitly states otherwise in writing. If client has not accepted the offer within the aforementioned term, the offer will lapse unless an extension of the offer has been agreed in writing. After expiry of the offer, Welisa is entitled to change the offer.

2. The offer is based on information provided by client, whereby Welisa relies on the correctness and completeness of this information.

3. An agreement is only concluded after both client and Welisa have

signed in writing either the acceptance of the offer or confirmation of assignment.

Article 4 Cooperation by the client

1. Client shall always provide Welisa with all data or information in a timely manner that is useful and necessary for the proper execution of the agreement and shall cooperate fully. 2) Client guarantees the correctness, completeness and reliability of the information provided to Welisa, also when this comes from third parties.

2. If the execution of the agreement is delayed because client does not fulfill its stated obligation or if the information provided by client does not meet the stipulations, the additional costs resulting from this, including the additional work required by Welisa, will be for client's account.

Article 5 Performance

1. Welisa accepts an effort obligation in the execution of the agreement and will execute this agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.

2. In carrying out the agreement, Welisa will as far as possible take into account any reasonable wishes client may have, provided that, in Welisa's opinion, this is conducive to the proper execution of the agreement.

3. If and insofar as required for the proper execution of the agreement, Welisa has the right to have certain work performed by third parties.

Article 6 Modifications and additional work

1. During the execution of the agreement parties may agree to modify and/or extend the approach and scope of the agreement and resulting work.

2. These additional activities will be reimbursed by client in accordance with Welisa's usual rates.

3. Client accepts that changes to the work referred to in Article 6.1 may affect the agreed or expected period for the completion of the agreement.

4. If in the opinion of Welisa a change in the execution of the agreement is necessary to fulfill its obligations to client, Welisa is authorized to make that change, in reasonableness and fairness.

5. Requests by client to change already planned consultancy day(s) have to be aligned by client with Welisa 14 days before the planned consultancy day(s). Changes communicated less than 14 days cannot be processed and the planned days will be invoiced.

Article 7 Fee / Remuneration

1. When concluding the agreement parties shall agree to an hourly rate or a fixed fee.

2. Both rates are exclusive of VAT (Value Added Tax).

3. For appointments/assignments shorter than 8 hours on location, travel time is counted as working time. This does not include travel time that takes place outside regular office hours (8:30 am to 5:00

pm).

4. Time needed for on demand support activities (e.g. requests via support@welisa.com) are charged per 15 minutes (0:25 hour).

5. Unless otherwise agreed in writing, Welisa has the right to adjust prices annually in keeping with inflation, using the price inflation index determined by Statistics Netherlands (CBS price index figure for the economic activity 'Information and Communication' (category J)). Welisa does not inform the contracting party in writing of this correction, other than an indication on the invoice. This inflation correction offers no reason to terminate the agreement.

6. Travel expenses: for travel costs, the fixed rate is € 110,- per onsite visit per deployed consultant for travel within the Netherlands. Outside the Netherlands, separate agreements are made. Accommodation costs paid by Welisa will be 100% reimbursed by the client unless otherwise agreed.

Article 8 Rates and payment

1. Payment by the client shall be made within 14 days of the invoice date, without discount or setoff, by transfer to a bank account to be designated by Welisa.

2. client shall pay 50% of the agreed fee in advance, unless the parties have agreed otherwise in writing.

3. Should the client not pay the amounts due within the agreed term, it will be in default without notice of default. Welisa is then entitled to hand over the claim in

which case the client shall, in addition to the total amount due, also be obliged to reimburse extrajudicial collection costs, the amount of which is determined at 15% of the total amount due, and of any legal costs.

4. Should the client not pay the amounts due within the agreed term Welisa reserves the right to charge statutory interest from 30 days after the invoice date until the day on which payment is received.

5. Should the client have objections to an invoice from Welisa, the client shall notify this within 14 days of the invoice date. The client has up to 14 days after the invoice date to motivate this objection in writing. If the client has not complied with the above, the client is deemed to have accepted the invoice.

6. In case of any delay in excess of twenty-one (21) days from the due date in the payment of the fees to the Supplier, the Supplier may, with a seven-day prior notice, withhold the performance of its services provided for the Customer until the Customer pays the overdue amount.

7. All prices are exclusive of VAT and other government levies.

Article 9 Time limits

1. Exceeding an agreed (delivery) time does not entitle client to cancel the agreement, or to refuse the purchase of or payment for services, unless he has further set Welisa in writing a reasonable term for the delivery and Welisa has also not fulfilled its obligations within this term.

Article 10 Force majeure

1. In the event of force majeure, the delivery and other obligations of Welisa shall be suspended. In that case Welisa is still obliged to deliver as soon as reasonably possible.

Force majeure is equated with unforeseen circumstances with regard to persons and/or material that Welisa uses or tends to use in the execution of the agreement, which are of such nature that the execution of the agreement is therefore impossible, or so objectionable and/or becomes disproportionately expensive that prompt compliance with the agreement cannot be reasonably expected from Welisa.

2. Such circumstances include: government measures, business, traffic and or transport disruptions, disruptions in the delivery of a finished product, raw materials and/or aids/devices, sickness of deployed personnel, strikes, exclusions, obstacles by third parties, or unforeseen technical complications for either or both parties etc. If Welisa has already partially fulfilled its obligations upon commencement of the force majeure, Welisa is entitled to invoice the already delivered services separately and client is obliged to pay this invoice as if it were a separate transaction.

Article 11 Liability

1. Except to the extent that this is impossible under Dutch law, any liability of Welisa is limited to the

amount paid out in the relevant case by its liability insurance. If for whatever reason no payment by the insurance might occur, any liability shall be limited to compensation for direct damage up to a maximum of the amount at the moment of the fault declared contractual sum.

2. The total liability of Welisa due to an attributable shortcoming in the fulfillment of the agreement is limited to compensation of the direct damage up to a maximum of the amount of the contract sum declared up to the time of the fault. For assignments with a duration longer than 1 year, the compensation is limited to a maximum of 1 times the annual fee.
3. The liability of Welisa due to an attributable shortcoming in the fulfillment of the agreement only arises when the client immediately and properly declares Welisa in default in writing and thereby setting a reasonable period for remedying the shortcoming, and Welisa after that period still continues to fail to fulfill its obligations.
4. Welisa is not liable for damage caused by client's failure to provide accurate information in a timely manner which, in the opinion of Welisa, is necessary for the proper execution of the agreement.
5. Apart from the liability referred to in Article 11 paragraph 1, Welisa is not liable for any compensation to client and/or third parties, regardless of the ground on which an action would be based.
6. In any event, a claim lapses if

Welisa has not been notified in writing within one year of the discovery of an event or circumstance that gives or may give rise to liability.

Article 12 Confidentiality

1. Welisa shall ensure the confidentiality of all data and information made available by client to Welisa in the context of the Agreement.
2. Except for obligations that the law, or an authorized governmental body, imposes on Welisa to disclose information, Welisa is obliged to observe confidentiality of information submitted by the client to Welisa and designated as confidential, or information that Welisa may assume has this status. If Welisa is obliged - on the basis of a statutory provision or a court decision - to provide confidential information to third parties designated by law or the competent court and the client cannot invoke a right to privilege recognised or permitted by a legal or competent court in this regard, Welisa is not liable for any damages and is not obliged to pay compensation.
3. Communications made in the context of the execution of an agreement by Welisa on behalf of client are made at client's own expense and risk.
4. Welisa reserves the right to use the knowledge gained through the execution of the Agreement for other purposes, insofar as no confidential information is disclosed to third parties.

Article 13 Cancellation

1. Welisa reserves the right to cancel agreements in whole or in part in the event of such a change in law, regulations, case law or (semi) government policy whereby fulfillment by Welisa can no longer be reasonably expected. In such cases, Welisa must notify client in writing of the cancellation. In such cases, client is not entitled to claim compensation.

Article 14 Termination

1. Premature termination of an agreement by the client is only possible when this has been expressly agreed in writing or under payment of the amount due until the original end of the agreement, unless the parties have agreed another payment in writing.
2. Welisa is entitled to suspend its obligations or immediately terminate the agreement in the event that the obligations under the agreement are not fulfilled by the client.
3. Welisa may terminate the agreement immediately in case of bankruptcy, suspension of payments, liquidation, sequestration, debt restructuring or death.
4. In the event of termination Welisa is not liable for any compensation on termination and the claims of Welisa are immediately due and payable after termination.

Article 15 Non-Solicitation

1. During the Term and for one (1) year thereafter, client shall not for any reason, directly or indirectly,

recruit, solicit or otherwise induce or attempt to induce any employee of Welisa to leave the employment of Welisa, nor hire any such employee at client or any enterprise with which client is affiliated.

2. During the Term and for one (1) year thereafter, client shall not for any reason, directly or indirectly, recruit, solicit or otherwise induce or attempt to induce any employee of subcontractor of Welisa dedicated to the agreed assignment to leave the employment of the subcontractor, nor hire any such employee at client or any enterprise with which client is affiliated.

Article 16 Applicable law

1. All agreements are subject to Dutch law.

Article 17 Disputes

1. All disputes between Welisa and client that may arise as a result of this Agreement or from agreements and deeds resulting from it, shall in the first instance be settled through legal proceedings before the competent court in Amsterdam.

2. All judicial and extrajudicial costs reasonably incurred as a result of client's failure to fulfill obligations arising from the agreement will be for client's account.

Article 18 Final provision

1. Welisa is authorized to change these General Terms and Conditions. The most recently filed version of the General Terms and Conditions applies.

2. In the event that one or more

provisions of these General Terms and Conditions proves to be null and void, these General Terms and Conditions will remain in effect for the remainder of the provisions. In that case, a legally valid provision will replace the void or voided provision(s), which comes as close as possible to the void or voided provision(s) with regard to content, scope and effect.

3. The client is not entitled to transfer his/her rights and obligations under the agreement without prior written permission from Welisa.

Article 19 Intellectual property rights

1. With effect from the date when payment of the fees for the work is done, any and all deliverables of this work produced under this Agreement shall be the sole and exclusive property of, and all copyrights (including the right to modify and reassign) and other intellectual property rights to the same shall exclusively belong to the Customer (within all fields of use, in particular those defined in the Act on Copyright and Related Rights), and the Supplier shall not have any right, title, interest or license therein, subject to specific provisions agreed by the Parties in the Statement of Work. The Customer is authorized to use deliverables till the due date of the relevant fee.

Article 20 Miscellaneous

1. Severability. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in

full force and effect. The Parties will try to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the Parties originally embodied in this Agreement including the illegal or unenforceable provision.

2. Waiver. Failure by either Party to enforce any provision of the Agreement shall not be deemed a waiver of that or any other provision.

3. Conflict. If there is any conflict between the provisions of this Agreement and provisions of agreed Statement of Work, the provisions of the agreed Statement of Work govern.

4. Assignment. Party may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any such attempt at assignment shall be void. Each Party is entitled to assign this Agreement to its affiliates or in connection with a merger or acquisition procedure regarding thereof.

5. Modifications. No modification, amendment, supplement to or waiver of this Agreement or any Annex hereunder, or any of their provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both parties.