

General Terms and Conditions

Applicable to all quotations, agreements and services of AdviSven. Governed by Dutch law.

These Conditions are used by Sven van der Heide, trading under the name AdviSven, a sole proprietorship (eenmanszaak) under Dutch law having its place of business at Boekelo 10, 6721 TG Bennekom, the Netherlands, registered with the Netherlands Chamber of Commerce (Kamer van Koophandel) under number 82326894, VAT identification number NL003667482B89, e-mail info@advisven.nl.

The same enterprise is also registered under the trade names Muurtafel and Hout en Heide. These Conditions apply exclusively to Services supplied under the name AdviSven.

Version 1.0 — 10 August 2026. These Conditions are supplied with every quotation and are published at advisven.nl. A copy is sent free of charge on request.

Article 1 Definitions

In these Conditions the following terms have the following meanings:

- 1.1** AdviSven: the sole proprietorship (eenmanszaak) of Sven van der Heide, established in Bennekom, the Netherlands, registered with the Chamber of Commerce under number 82326894 and trading for the purposes of these Conditions under the name AdviSven, being the user of these Conditions.
- 1.2** Client: the natural or legal person acting in the exercise of a profession or business to whom AdviSven has issued a Quotation or with whom AdviSven has concluded an Agreement. These Conditions are intended for business-to-business relationships only.
- 1.3** Agreement: any agreement for services between AdviSven and the Client, including any amendment, extension and additional work.
- 1.4** Quotation: any written offer, proposal or cost estimate issued by AdviSven.
- 1.5** Services: all work performed by AdviSven for the Client, including but not limited to:
 - thermal and hydraulic calculations, rating, sizing and design verification of heat exchangers, with particular reference to laser-welded pillow-plate heat exchangers;
 - advice on manufacturing, welding, tolerances, weld pattern, forming, quality assurance and production methods;
 - inspections, witness activities, design reviews and document reviews;
 - commissioning support, performance testing support and troubleshooting;
 - any other advisory or knowledge-transfer activity agreed in writing.
- 1.6** Deliverables: all reports, calculations, calculation sheets, data, models, drawings, sketches, specifications, advice, checklists, presentations and other materials that AdviSven makes available to the Client, in any form.

- 1.7 Tools: the calculation models, spreadsheets, scripts, software, correlations, databases, templates, working methods and underlying know-how developed, owned or used by AdviSven.
- 1.8 In writing: also by e-mail or any other electronic means of communication used between the parties.
- 1.9 Conditions: these general terms and conditions.

Article 2 Applicability

- 2.1 These Conditions apply to all Quotations, Agreements, Services and legal relationships between AdviSven and the Client, including any follow-on or subsequent assignment.
- 2.2 AdviSven provides these Conditions to the Client before or at the conclusion of the Agreement, as a rule by attaching them in full to the Quotation in a form that the Client can store and reproduce. They are also published at advisven.nl and a copy is sent free of charge on request at any time.
- 2.3 The applicability of any general terms and conditions, purchasing conditions or other conditions of the Client is expressly excluded and rejected, unless AdviSven has expressly accepted them in writing.
- 2.4 Deviations from these Conditions are valid only if expressly agreed in writing, and apply only to the Agreement for which they were agreed.
- 2.5 In the event of a conflict between these Conditions and a written Agreement or Quotation, the written Agreement or Quotation prevails.
- 2.6 These Conditions may also be invoked by any third party engaged by AdviSven and by any person for whose acts or omissions AdviSven could be held liable. This constitutes an irrevocable third-party stipulation for their benefit.
- 2.7 These Conditions apply exclusively to Quotations, Agreements and Services issued or supplied under the trade name AdviSven. They do not apply to goods or services supplied under any other trade name registered to the same enterprise, including Muurtafel and Hout en Heide, for which separate conditions apply. Where a Quotation, order confirmation or invoice bears the name AdviSven, these Conditions apply.
- 2.8 Article headings are for reference only and do not affect the interpretation of these Conditions.

Article 3 Quotations and formation of the Agreement

- 3.1 All Quotations are without obligation and remain valid for 30 days from their date, unless stated otherwise.
- 3.2 Quotations are based exclusively on the information, drawings, process data and specifications supplied by the Client. AdviSven is entitled to rely on the accuracy and completeness of that information and is not obliged to verify it independently.
- 3.3 The Agreement is concluded when the Client accepts the Quotation in writing, or when AdviSven begins performance of the Services at the Client's request, whichever occurs first.
- 3.4 Obvious errors, typing errors or calculation mistakes in a Quotation do not bind AdviSven.
- 3.5 A composite Quotation does not oblige AdviSven to perform part of the Services for a corresponding part of the quoted price.
- 3.6 AdviSven is at all times free to accept or decline an assignment, in particular where it lacks the required capacity, independence or competence.

Article 4 Nature and scope of the Services

- 4.1** The Services constitute a best-efforts obligation (inspanningsverbintenis). AdviSven will perform the Services with the care that may be expected of a competent and diligent professional, but does not warrant that any specific result will be achieved.
- 4.2** The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded, so that AdviSven is free to have the Services performed by a suitably qualified person other than its owner. Incapacity of the owner is governed by Article 14.
- 4.3** The scope of the Services is determined exclusively by the Quotation or written order confirmation. Any activity not expressly included falls outside the scope of the Agreement.
- 4.4** The Services are advisory in nature. The Client remains at all times responsible for its own design decisions, for the manufacture, assembly, operation and maintenance of its equipment, and for compliance with all applicable laws, standards and permit requirements.
- 4.5** AdviSven is not a notified body, a recognised inspection body, an accredited laboratory or a conformity assessment body. The Services do not constitute and do not replace any statutory conformity assessment, certification, approval or periodic inspection, including under Directive 2014/68/EU (PED), the Warenwetbesluit drukapparatuur 2016 or any equivalent regime. The Client remains solely responsible for CE marking, declarations of conformity and engaging a notified or recognised body where required.
- 4.6** Calculations and advice are valid only within the input data, operating conditions, material properties, standards, correlations, tolerances and assumptions expressly stated in the relevant Deliverable. Outside that stated range, no reliance may be placed on the Deliverable.
- 4.7** Delivery periods and planning dates stated by AdviSven are indicative and are never strict deadlines (fatale termijnen), unless expressly agreed in writing as such. AdviSven is in default only after the Client has given written notice of default granting a reasonable period for performance, which period will be at least 15 working days.
- 4.8** AdviSven is entitled to engage third parties in the performance of the Services and to have obligations performed by third parties, at its own discretion.
- 4.9** AdviSven is entitled to perform the Services in phases and to invoice each completed phase separately. Where the Services are performed in phases, AdviSven may suspend a subsequent phase until the Client has approved the results of the preceding phase in writing, including the basis of design, input data and assumptions. Time lost as a result of delayed approval is for the Client's account.
- 4.10** AdviSven is entitled to use software tools in performing the Services, including tools that apply artificial intelligence. AdviSven remains fully responsible for the content, correctness and professional quality of every Deliverable. The use of any such tool neither reduces nor transfers any obligation or liability of AdviSven, and is not a defence available to AdviSven. Confidentiality in relation to such tools is governed by Article 17.6.

Article 5 Obligations of the Client

- 5.1** The Client will provide, in good time and free of charge, all information reasonably required for the Services, including process conditions, flow rates, fluid properties, fouling data, drawings, datasheets, material certificates, applicable standards and operating history.
- 5.2** The Client warrants the accuracy, completeness and reliability of all information it provides, including information originating from its own clients or suppliers.

- 5.3 The Client will inform AdviSven without delay of any change in circumstances that may be relevant to the Services.
- 5.4 If the Client fails to provide information in good time or provides incorrect or incomplete information, AdviSven is entitled to suspend the Services and to charge any resulting additional hours and costs at the applicable rates, without being liable for the consequences of such suspension.
- 5.5 The Client designates one contact person authorised to take decisions on its behalf in relation to the Agreement.

Article 6 Work at the site of the Client or a third party

- 6.1 Where the Services are performed at the site of the Client or of a third party, the Client will ensure free, safe and timely access to the site, the equipment and the relevant documentation, at the times agreed.
- 6.2 The Client is responsible for safety at the site, including compliance with the Dutch Working Conditions Act (Arbowet) and equivalent legislation, the issuing of work permits, confined-space entry procedures, lock-out/tag-out, gas measurements, provision of an attendant where required, and instruction on local safety rules on arrival.
- 6.3 Unless agreed otherwise, the Client provides free of charge: a suitable workspace, power and lighting, opening, closing, draining, cleaning and making accessible of the equipment, scaffolding, lifting and craneage, and any project-specific personal protective equipment beyond standard PPE.
- 6.4 AdviSven is entitled to refuse, suspend or discontinue work if, in its own judgement, the working conditions are unsafe, non-compliant or otherwise unsuitable, without thereby becoming liable. Any resulting waiting time and costs are for the Client's account.
- 6.5 Waiting time, standstill and time lost due to causes attributable to the Client or to third parties are charged at the applicable hourly rate.
- 6.6 Travel time, travel costs, accommodation and subsistence are charged in addition to the fee, unless agreed otherwise in writing.
- 6.7 The Client is responsible for insuring its own equipment and the object of the Services. AdviSven is not liable for damage to the object arising from opening, dismantling, cleaning, reassembly or handling carried out by or on behalf of the Client.

Article 7 Inspections

- 7.1 Unless expressly agreed otherwise, inspections are visual, dimensional and/or sample-based, non-destructive, and limited to the surfaces, components and scope expressly described in the inspection report.
- 7.2 AdviSven gives no warranty as to the condition of parts that were not, or could not be, inspected, nor as to future performance, remaining life or fitness for service beyond what is expressly stated in the report.
- 7.3 Findings relate exclusively to the condition of the object at the time and under the circumstances of the inspection.
- 7.4 Non-destructive testing, laboratory analysis, material testing and similar specialist work are, unless agreed otherwise, commissioned in the name of and for the account of the Client. AdviSven is not liable for the performance or results of such third parties.
- 7.5 Decisions to accept, reject, repair, replace or continue operating an object remain at all times the responsibility of the Client.

Article 8 Commissioning and performance testing support

- 8.1** Commissioning support is advisory and supervisory in nature. AdviSven does not operate the Client's equipment and does not give instructions to the Client's personnel, unless expressly agreed otherwise in writing.
- 8.2** The Client retains full responsibility for plant operation, control and safety systems, alarm and trip settings, isolation, and the competence and supervision of its personnel.
- 8.3** Performance figures observed during commissioning or testing depend on factors outside AdviSven's control, including feed composition, fouling, utility conditions, flow distribution, instrumentation accuracy and measurement uncertainty. AdviSven does not guarantee that any specific performance figure will be achieved or demonstrated.
- 8.4** Where a performance test is agreed, the test procedure, tolerances, measurement uncertainty and acceptance criteria must be agreed in writing in advance. In the absence of such agreement, no conclusions as to acceptance or rejection may be derived from the test.

Article 9 Amendments and additional work

- 9.1** Amendments to the scope of the Services are agreed in writing.
- 9.2** Additional work is charged at the applicable rates. Where reasonably possible, AdviSven will inform the Client in advance of the consequences for price and planning.
- 9.3** AdviSven is not obliged to perform additional work and may require that a separate agreement be concluded for it.
- 9.4** AdviSven is not in default as a result of any delay caused by an amendment or by additional work requested by the Client.

Article 10 Fees, rates and expenses

- 10.1** All prices and rates are stated in euros and are exclusive of value added tax and of any other levies imposed by government authorities.
- 10.2** Unless a fixed price is expressly agreed, the Services are charged on the basis of time actually spent at the applicable hourly rate. The rates that apply are stated in the Quotation or in the framework agreement, and are made known to the Client before the Agreement is concluded. These Conditions do not themselves state any rate.
- 10.3** A fixed price applies only to the scope of Services expressly described and only for as long as the assumptions on which it is based remain valid.
- 10.4** AdviSven is entitled to adjust its rates once per calendar year with effect from 1 January, subject to written notice at least one month in advance. Rates may also be adjusted where cost-determining factors change materially during the Agreement.
- 10.5** In addition to the fee, AdviSven charges travel costs, travel time, accommodation, subsistence and third-party costs. The basis on which each of these is charged, including any mileage rate, distance threshold for travel time and handling percentage on third-party costs, is stated in the Quotation or in the framework agreement.

- 10.6** Time is recorded and charged in the units stated in the Quotation or framework agreement. For work at a site outside AdviSven's own premises a minimum number of chargeable hours per day applies, including travel time, as stated there.
- 10.7** If the Client cancels or postpones scheduled on-site days, or capacity reserved for the Client at its request, AdviSven is entitled to charge 50% of the reserved time if cancelled within five working days before the planned date, and 100% if cancelled within two working days before the planned date, plus any non-recoverable travel and accommodation costs and any third-party costs already committed.

Article 11 Invoicing and payment

- 11.1** Services charged on a time basis are invoiced monthly in arrears. Services charged at a fixed price are invoiced in accordance with the payment schedule agreed, or on completion where no schedule is agreed.
- 11.2** Payment must be made within 14 days of the invoice date, in euros, to the bank account designated by AdviSven, without any set-off, discount, deduction, suspension or retention.
- 11.3** Any objection to an invoice must be submitted in writing, stating reasons, within 14 days of the invoice date. An objection does not suspend the obligation to pay the undisputed part.
- 11.4** On expiry of the payment period, the Client is in default by operation of law, without any notice of default being required. From that moment the Client owes the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code on the outstanding amount.
- 11.5** All extrajudicial collection costs incurred by AdviSven are for the Client's account, calculated in accordance with the Dutch Decree on compensation for extrajudicial collection costs, with a minimum of €40, without any prior reminder being required. Judicial and enforcement costs actually incurred are likewise for the Client's account.
- 11.6** AdviSven is entitled to suspend the Services for as long as the Client is in default of payment, without being liable for any resulting loss.
- 11.7** Payments received are applied first to costs, then to accrued interest, and then to the oldest outstanding invoice, irrespective of any contrary designation by the Client.
- 11.8** AdviSven is entitled at any time to require advance payment or security for payment if it has good grounds to doubt the Client's ability to pay. If such security is not provided within a reasonable period, AdviSven may suspend or dissolve the Agreement.
- 11.9** AdviSven has a right of retention over all Deliverables, documents and items of the Client in its possession, until all amounts due have been paid in full.
- 11.10** If several persons jointly constitute the Client, each of them is jointly and severally liable for all obligations under the Agreement.

Article 12 Delivery, examination and complaints

- 12.1** Deliverables are provided in digital form, as a rule in PDF. Source files, calculation files and native models are provided only if expressly agreed in writing, and subject to Article 16.
- 12.2** The Client will examine the Deliverables promptly on receipt for completeness, correctness of the input data and consistency with its own design intent.
- 12.3** Complaints must be submitted in writing, describing the alleged defect in reasonable detail, within 14 days of discovery and in any event within 30 days of delivery of the relevant Deliverable. If no timely complaint is

made, the Deliverable is deemed to have been accepted and all rights of the Client in respect of the alleged defect lapse.

- 12.4 A timely complaint does not suspend the Client's payment obligations.
- 12.5 If a complaint is well founded, AdviSven will, at its own option, correct the Deliverable, re-perform the relevant part of the Services, or credit the fee charged for that part. This is the Client's sole remedy in respect of defective performance, without prejudice to Article 15.
- 12.6 Deliverables marked "draft", "preliminary" or "for information only" may not be relied upon and may not be used for manufacture, procurement or operational decisions.
- 12.7 The Client ensures that the Deliverables are read, interpreted and applied only by personnel with demonstrable competence in the relevant discipline, including, where the Deliverable concerns thermal or mechanical design of pressure-retaining equipment, a qualified engineer familiar with the applicable codes and standards. AdviSven is not liable for loss arising from interpretation or application of a Deliverable by persons lacking that competence.

Article 13 Duration, suspension and termination

- 13.1 The Agreement is entered into for the period or scope agreed. An Agreement entered into for an indefinite period may be terminated by either party by written notice of one month.
- 13.2 The Client may terminate an assignment prematurely. In that event the Client owes: the fee for all hours spent up to the effective date of termination; all third-party costs and expenses already committed; and any non-recoverable costs reasonably incurred in connection with the premature termination.
- 13.3 AdviSven may suspend performance or dissolve the Agreement in whole or in part with immediate effect, without notice of default, judicial intervention or any liability for damages, if:
 - the Client fails to fulfil an obligation under the Agreement and does not remedy this within a reasonable period after written notice;
 - the Client is declared bankrupt, applies for or is granted suspension of payments, enters a WHOA procedure, is subject to attachment, ceases business or transfers a material part of its business;
 - circumstances arise of such a nature that performance of the Agreement can no longer reasonably be required of AdviSven, including circumstances that would compromise its independence or professional integrity.
- 13.4 In the event of dissolution, all claims of AdviSven against the Client become immediately due and payable in full.
- 13.5 Articles 15 (Liability), 16 (Intellectual property), 17 (Confidentiality) and 22 (Applicable law and disputes) survive the end of the Agreement.

Article 14 Force majeure

- 14.1 Force majeure includes, in addition to its meaning in law and in case law, any external cause, foreseen or unforeseen, over which AdviSven has no control and as a result of which AdviSven is unable to fulfil its obligations, including: illness, accident or incapacity for work of the owner of AdviSven; failure of suppliers or engaged third parties; failure of IT systems, software, hosting or communication networks; cyber incidents and loss of data; energy failure; government measures; epidemics; war, terrorism and civil unrest; strikes; transport disruption; extreme weather; and denial of or delay in access to a site.

- 14.2** The Client expressly accepts that AdviSven is a one-person business and that personal incapacity of its owner therefore constitutes force majeure.
- 14.3** During force majeure, the obligations of AdviSven are suspended. AdviSven is not liable for any loss resulting from such suspension.
- 14.4** If the force majeure situation lasts longer than 60 days, either party may dissolve the Agreement in respect of the part not yet performed, by written notice, without any obligation to pay damages. AdviSven retains the right to payment for the Services already performed.

Article 15 Liability

- 15.1** AdviSven is liable only for direct loss suffered by the Client as a result of an attributable failure by AdviSven in the performance of the Agreement or of an unlawful act attributable to AdviSven.
- 15.2** The total liability of AdviSven per Agreement is limited to the amount of the fees invoiced by AdviSven (excluding VAT) under that Agreement in the twelve months preceding the event causing the loss, and is in any event limited to a maximum of €25,000 per event. A series of connected events counts as a single event.
- 15.3** The limit in Article 15.2 reflects the fee agreed for the Services and the risk that AdviSven can reasonably assume at that fee. Where the Client requires a higher limit of liability, AdviSven is prepared to agree one in writing, against an adjustment of the fee reflecting the additional risk and the cost of covering it. The Client is invited to raise this before the Agreement is concluded.
- 15.4** Direct loss means exclusively: the reasonable costs of establishing the cause and extent of the loss; the reasonable costs incurred to bring AdviSven's performance into conformity with the Agreement; and the reasonable costs incurred to prevent or limit the loss.
- 15.5** AdviSven is never liable for indirect or consequential loss, including but not limited to:
- loss of production, downtime, loss of profit, loss of turnover, loss of savings and loss of contracts;
 - reputational damage, loss of goodwill and claims by the Client's own customers;
 - loss of, or damage to, data, files or software;
 - the costs of man-hours, machine hours, materials, transport, recall, repair, modification or replacement of any object manufactured by or on behalf of the Client, whether or not in accordance with a Deliverable;
 - contractual penalties, fines and administrative sanctions imposed on the Client.
- 15.6** AdviSven is in no event liable for loss arising from or connected with:
- information supplied by the Client or on the Client's behalf that is incorrect, incomplete or not up to date;
 - use of a Deliverable outside its stated scope, validity range, assumptions or the project for which it was made;
 - any modification of, or addition to, a Deliverable by the Client or by a third party;
 - decisions taken by the Client on the basis of advice given by AdviSven;
 - acts or omissions of third parties engaged at the Client's request or on the Client's instruction;
 - deviations between calculated and actual performance caused by fouling, flow maldistribution, deviating fluid properties, manufacturing or forming tolerances, weld quality, or operating conditions differing from those stated in the Deliverable.

- 15.7** Deliverables are prepared exclusively for the Client and for the project stated. No third party may derive any right from them. The Client indemnifies AdviSven against all third-party claims relating to the Services, insofar as those claims exceed the liability of AdviSven towards the Client under this Article, and against the reasonable costs of defending such claims.
- 15.8** Any liability of AdviSven arises only if the Client has given AdviSven written notice of default without delay, describing the failure in as much detail as possible and granting a reasonable period in which to remedy it, and AdviSven remains in attributable default after expiry of that period.
- 15.9** Any right to compensation is further subject to the condition that the Client notifies AdviSven of the loss in writing within 30 days of discovery, and in any event within twelve months of the event causing the loss. Failing such notice, all rights lapse.
- 15.10** All claims and defences against AdviSven, and against third parties engaged by AdviSven, lapse in any event twelve months after the date of the final invoice for the Agreement to which the claim relates.
- 15.11** The limitations and exclusions in this Article do not apply insofar as the loss is the result of intent (opzet) or conscious recklessness (bewuste roekeloosheid) on the part of AdviSven itself.
- 15.12** If and insofar as AdviSven has taken out professional liability insurance and the insurer makes a payment in respect of an event, the liability of AdviSven is in any event limited to the amount paid out by the insurer, increased by the applicable deductible.

Article 16 Intellectual property

- 16.1** All intellectual property rights in and relating to the Deliverables and the Tools, including copyright, database rights and rights in know-how, vest exclusively in AdviSven and remain with AdviSven. Nothing in the Agreement transfers any such right.
- 16.2** Subject to full payment of all amounts due, the Client obtains a non-exclusive, non-transferable and non-sublicensable right to use the Deliverables, solely for the project and the purpose for which they were prepared.
- 16.3** Without AdviSven's prior written consent, the Client may not: reproduce or disclose Deliverables to third parties other than its own advisers bound by confidentiality; publish them; re-use them for another project, another object or a further series; or use them as a basis for a derivative design.
- 16.4** AdviSven retains the unrestricted right to use for other clients all know-how, methods, correlations, calculation approaches, Tools and general professional experience acquired, whether or not in connection with the Agreement, provided that no confidential information of the Client is thereby disclosed.
- 16.5** Where a Tool or a calculation file is made available to the Client, this constitutes a licence for internal use within the relevant project only. The Client may not copy, distribute, modify, decompile or reverse-engineer any Tool, nor use it to provide services to third parties. Any Tool or calculation file is provided "as is", without any warranty that it is free of defects or suitable for any purpose other than that for which it was supplied, and its use is at the Client's own risk.
- 16.6** AdviSven will not name the Client as a reference or publish any information about the assignment without the Client's prior written consent.
- 16.7** The Client warrants that the documents, data and designs it supplies do not infringe any third-party rights, and indemnifies AdviSven against all claims in that respect.

- 16.8** In the event of a breach of Articles 16.2 to 16.5, the Client forfeits to AdviSven an immediately payable penalty of €10,000 per breach plus €500 for each day the breach continues, without prejudice to AdviSven's right to claim full compensation and to require performance.

Article 17 Confidentiality

- 17.1** Each party will keep confidential all information of a confidential nature received from the other party in connection with the Agreement, and will use it only for the purposes of the Agreement, during the term of the Agreement and for five years thereafter.
- 17.2** The obligation of confidentiality does not apply to information that is or becomes publicly available otherwise than through a breach, was lawfully obtained from a third party, was independently developed, or must be disclosed pursuant to a statutory obligation or an order of a competent authority. In the latter case the disclosing party will, where permitted, inform the other party in advance.
- 17.3** A party may disclose confidential information to persons it engages only on a need-to-know basis and subject to equivalent obligations of confidentiality.
- 17.4** Where the parties have concluded a separate non-disclosure agreement, that agreement prevails over this Article to the extent of any conflict.
- 17.5** The Client acknowledges that AdviSven works for several clients in the same field. Nothing in the Agreement prevents AdviSven from performing services for other parties, including competitors of the Client, subject always to its obligations of confidentiality.
- 17.6** Where AdviSven uses software tools as referred to in Article 4.10, it will not enter confidential information of the Client into any tool or service that uses that information to train or improve models, or that retains it beyond what is necessary to provide the service concerned and to comply with applicable law, unless the Client has given prior written consent. Where such a tool is used, AdviSven ensures that confidentiality obligations equivalent to those in this Article apply. On request, AdviSven will inform the Client which categories of tool are used for an assignment.

Article 18 Personal data

- 18.1** The parties process personal data in accordance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (UAVG).
- 18.2** In the ordinary performance of the Services, AdviSven processes only business contact details, in respect of which it acts as controller. AdviSven will not retain such data longer than necessary or than required by law.
- 18.3** If AdviSven processes personal data on behalf of the Client, the parties will conclude a data processing agreement before such processing begins.

Article 19 Independent status — no employment relationship

- 19.1** AdviSven performs the Services as an independent contractor within the meaning of Book 7, Title 7, Section 1 of the Dutch Civil Code. The parties expressly do not intend to enter into an employment contract (arbeidsovereenkomst) or a fictitious employment relationship.
- 19.2** AdviSven determines independently how the Services are performed. There is no relationship of authority (gezagsverhouding). The Client may give instructions as to the intended result, but not as to the manner of performance, save for instructions concerning safety, site rules and access.

- 19.3** AdviSven is free to accept assignments from other clients, determines its own working hours and place of work, and uses its own equipment, software and Tools. AdviSven may arrange for a suitably qualified substitute to perform the Services, subject to the Client's prior approval, which will not be withheld unreasonably.
- 19.4** AdviSven is responsible for its own income tax, turnover tax, social security and insurance. AdviSven has no entitlement to holiday allowance, continued payment during illness, pension or any other employee benefit.
- 19.5** The Client will not treat AdviSven in a manner that is inconsistent with this Article, including in relation to internal procedures, working hours, leave registration and performance reviews.
- 19.6** If the tax or social security authorities nevertheless qualify the relationship differently, the parties will consult in good faith on the consequences. The agreed fee is in all cases deemed to be a gross amount.

Article 20 Framework agreements and Call-Offs

- 20.1** A framework agreement (raamovereenkomst) is an agreement in which the parties record the terms on which AdviSven will accept individual assignments from the Client over a period. An individual assignment placed under a framework agreement is referred to as a Call-Off.
- 20.2** These Conditions apply to the framework agreement itself and to every Call-Off placed under it. Each Call-Off constitutes a separate Agreement within the meaning of Article 1.3, with its own scope, fee and planning.
- 20.3** For each Call-Off, the limit in Article 15.2 applies separately, calculated on the fees invoiced for that Call-Off and subject to the ceiling of €25,000 per event stated there. In addition, the total liability of AdviSven under a framework agreement and all Call-Offs placed under it, taken together and however many events occur, shall not exceed €50,000.
- 20.4** A framework agreement does not oblige the Client to place any minimum volume of work, does not grant AdviSven exclusivity, and does not oblige AdviSven to accept any particular Call-Off. Article 3.6 continues to apply to each Call-Off.
- 20.5** Rates recorded in a framework agreement may be adjusted in accordance with Article 10.4, notwithstanding the duration of the framework agreement. An adjustment applies to every Call-Off placed after its effective date and does not affect Call-Offs already accepted.
- 20.6** The periods in Article 12.3 (complaints) and Article 15.10 (lapse of claims) run per Call-Off, calculated respectively from delivery of the relevant Deliverable and from the final invoice for that Call-Off, and not from the termination or expiry of the framework agreement.
- 20.7** Termination or expiry of a framework agreement does not affect Call-Offs already accepted, which are completed under these Conditions unless the parties expressly agree otherwise in writing.

Article 21 Miscellaneous

- 21.1** AdviSven is entitled to amend these Conditions. The amended version applies to all new Agreements and, following written notice, to existing Agreements one month after such notice. If the Client does not accept the amendment, it may terminate the Agreement in writing before that date.
- 21.2** The Client may not assign or transfer its rights and obligations under the Agreement without AdviSven's prior written consent. AdviSven is entitled to transfer its rights and obligations to a legal entity that continues its business, including on conversion of the sole proprietorship into a private limited company (besloten vennootschap); the Client hereby grants its consent in advance.

- 21.3** The records and time registration of AdviSven constitute conclusive evidence of the Services performed and the amounts due, subject to proof to the contrary.
- 21.4** If any provision of these Conditions is or becomes void, is annulled or is otherwise unenforceable, the remaining provisions remain in full force. The parties will replace the provision concerned with a valid provision that approximates its purpose and effect as closely as possible.

Article 22 Applicable law and disputes

- 22.1** All Quotations, Agreements and legal relationships between AdviSven and the Client are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded insofar as it would otherwise apply.
- 22.2** The parties will first attempt to resolve any dispute amicably. Either party may propose mediation.
- 22.3** Any dispute that is not resolved amicably will be submitted exclusively to the District Court of Gelderland (Rechtbank Gelderland), location Arnhem, the Netherlands, without prejudice to the right of AdviSven to bring proceedings before the court having jurisdiction under the law.
- 22.4** These Conditions have been drawn up in the English language. If a translation is provided, the English text prevails in the event of any discrepancy.

AdviSven · Boekelo 10, 6721 TG Bennekom, the Netherlands · KvK 82326894 · VAT NL003667482B89 · advisven.nl