

TERMS AND CONDITIONS

1. *Definition of terms.* In these General Terms and Conditions, the client also refers to includes the person on whose behalf and for whose account services are provided.

2. Offer and Agreement

These General Terms and Conditions apply to all offers and agreements whereby Krezzno delivers goods and / or services of any nature to the client, even if these goods or services are not (further) described in these terms and conditions, unless explicitly agreed otherwise in writing between the parties. All offers are without obligation.

Any purchase or other conditions of the client do not apply, unless they have been explicitly accepted by Krezzno in writing.

3. Price and payment

3.1 All prices and amounts are exclusive of turnover tax (VAT) and other levies imposed by the government.

3.2 Krezzno is entitled to adjust the prices and amounts annually in accordance with the consumer price index as published by Statistics Netherlands. This indexation takes place on January 1 of each year. If the index figure is not known on 1 January, indexation can take place retroactively to 1 January.

3.3 All invoices will be paid by the client in accordance with the payment conditions stated on the invoice. In the absence of specific conditions, the client will pay within 14 days of the invoice date. Payment will be made without any deduction, compensation or suspension for any reason whatsoever.

3.4 Other costs incurred in the context of the performance of the agreement, such as travel and accommodation costs for the performance of work outside the agreed place of work, are at the expense of the client. The kilometer costs will be charged to the client at € 0.34 per kilometer. Accommodation costs will be paid by the client on an invoice basis.

3.5 If the client does not pay the amounts due within the agreed term, the client will owe interest of 1% per month on the outstanding amount without any notice of default being required.

3.6 If the client remains negligent after notice of default to pay the claim is: - the client owes extrajudicial collection costs in the amount of 15% of the invoice amount plus the interest as referred to in paragraph 4, with a minimum of € 150.00. - Krezzno is entitled to suspend the execution of the agreement.

3.7 If the creditworthiness of the client gives cause to do so, Krezzno may require further security, failing which, Krezzno is entitled to suspend the performance of the agreement.

3.8 Unless otherwise agreed, the following rates apply in the event of overtime: - working days up to 24 hours: normal rate x 125% - working days after 24 hours and on Saturdays: normal rate x 150% - Sundays and public holidays: normal rate x 200% - shifted hours: normal rate x 130% Overtime is when the client employs Krezzno employees for more than 40 hours in a week or at hours outside normal working hours.

4. *Confidential Information* Each party will take all reasonable precautions to keep the information of a confidential nature secret from the other party.

5. *Retention of title* Goods delivered to the client remain the property of Krezzno until all amounts owed relating to the assignment issued have been paid in full by the client.

6. Cooperation by the client .

6.1 Due to the necessity for the client to cooperate with the execution of this agreement, the client will always provide Krezzno with all useful and necessary data or information in a timely manner. . .

6.2 The Client is responsible for the use and correct application in its organization of the supplied equipment, software and the services to be provided by Krezzno. .

6.3 If it has been agreed that the client will make equipment, materials or data available on information carriers, these will meet the specifications necessary for the performance of the work. . .

6.4 If the client does not comply with the obligations stated in the above paragraphs, Krezzno will be the client of this is entitled to suspend the execution of the agreement. In that case, Krezzno is not liable for the damage that Krezzno this leads.

7. *Delivery times* All (delivery) periods stated by Krezzno are indicative and determined to the best of its knowledge. If the (delivery) term is exceeded, Krezzno will inform the client of this as soon as possible.

8. Liability

8.1 Subject to mandatory law, as well as with due observance of the general standards of reasonableness and fairness, Krezzno is not obliged to pay any compensation for damage of any kind, direct or indirect, to the employee of Krezzno or to goods or persons at or of the client or a third party, which damage has arisen as a result of: a. the availability of the employee of Krezzno by Krezzno to the client, even if it turns out that the employee of Krezzno does not appear to meet the requirements imposed on him by the client b. unilateral termination of the employment contract by the Krezzno employee c. acts or omissions of the employee of Krezzno, the client himself or a third party, including entering into commitments by the employee of Krezzno.

8.2 Any liability of Krezzno for any direct damage is in any case, per event, limited to 50% of the relevant amount invoiced or to be invoiced. Krezzno is never liable for indirect damage, including consequential damage.

8.3 The Client is obliged to provide adequate, comprehensive liability insurance for all direct and indirect damage as referred to in paragraph 1 of this article.

8.4 In any case, the client must indemnify Krezzno against any claims of the employee of Krezzno or third parties, for compensation for damage as referred to in paragraph 1 of this article suffered by that employee of Krezzno or third parties.

8.5 The limitations of liability included in paragraphs 1 and 2 of this article will lapse if there is intent or gross negligence on the part of Krezzno and / or its management staff.

8.6 Krezzno has the right at all times, if and as far as possible, to undo any damage suffered by the employee of Krezzno. This also includes the right of Krezzno to take measures to prevent or limit any damage.

9. Client's duty of care and indemnification towards Krezzno

9.1 The Client is aware that, according to the Working Conditions Act and Article 7: 658 of the Dutch Civil Code, it is obliged to provide a safe workplace for the employee of Krezzno. The Client will provide the Krezzno employee with concrete instructions to prevent the Krezzno employee from suffering damage in the performance of his duties. The client will also provide the Krezzno employee with personal protective equipment to the extent necessary.

9.2 In good time before the placement commences, the client shall provide the employee of Krezzno and Krezzno with the necessary information about the required professional qualification of the employee of Krezzno, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the job to be taken.

9.3 The Client will not in turn lend the employee of Krezzno hired by him on to a third party to work under his supervision and direction, without the permission of Krezzno.

9.4 The Client is liable to the employee of Krezzno and Krezzno for and consequently obliged to pay compensation for the damage that the employee of Krezzno suffers in the performance of his work, unless the damage is largely the result of intent or deliberate recklessness on the part of the employee. from Krezzno, all with due observance of the provisions of Article 8.

9.5 If the employee of Krezzno has suffered such injuries in the performance of his work that this results in death, the client is obliged to pay compensation for the damage to the persons referred to in that article, in accordance with Article 6: 108 of the Dutch Civil Code. the persons referred to, unless the damage is largely the result of intent or deliberate recklessness on the part of the Krezzno employee, all with due observance of Article 8.

9.6 The client will at all times indemnify Krezzno against claims brought against Krezzno due to the client's failure to comply with the obligations referred to in paragraph 1 of this article and grants Krezzno the authority to assign its claims in this respect to the directly interested party (s), then also to assert against the client on behalf of Krezzno.

9.7 The Client is obliged to provide adequate, comprehensive liability insurance for all direct and indirect damage as referred to in this article.

10. Non-Competition Clause

10.1 The client is not permitted, unless explicitly stated written permission from Krezzno, to employees of Krezzno who have performed work for the client, during the agreement outside of the agreement, or within one year after termination of the agreement, directly or indirectly, against payment or free of charge, in or out of employment, to have work carried out for it or to employ the relevant staff members at it or at companies affiliated with it or to have work carried out by third parties or on its behalf and at its expense.

10.2 If the client contravenes the provisions of paragraph 1, it will forfeit to Krezzno a fine of € 50,000 for each violation and of € 2,500 for each day that the violation continues, without prejudice to Krezzno's right to replace claim the actual damage from the fine.

11. Force majeure Krezzno is not obliged to fulfill any obligation if this is not reasonably possible for Krezzno, this as a result of changes in the existing circumstances that have arisen beyond the control of Krezzno after entering into the contractual obligations.

12. Applicable law and disputes

12.1 The agreements between Krezzno and the client are controlled by Dutch law.

12.2 All disputes will be settled exclusively by the competent court in the place of business or the district of Krezzno in the Netherlands, even if the client is established abroad. However, Krezzno has the right to have a dispute with a foreign client settled by a foreign competent court.

Version ,1 January 2021. These general terms and conditions are published on the website www.krezzno.com and will be sent free of charge on request.