



General terms and conditions

Declaer B.V.

Version 2026.1

Effective from 20 August 2026

Product compliance as it should be.

General terms and conditions Declaer B.V.

Version 2026.1 · Effective from 20 August 2026 · Replaces version 2025

These general terms and conditions apply to all services provided by Declaer B.V. in the field of product conformity and market surveillance. They set out what you can expect from Declaer, what Declaer needs from you and how the Parties deal with each other's information, liability and payment.

Translation This document is a translation of the Dutch original. In the event of any difference in meaning between the two language versions, the Dutch version prevails, as set out in article 2.10. The Dutch version is available on declaer.com.

Article 1 | Definitions

Article 2 | Applicability

Article 3 | Client information and cooperation

Article 4 | Performance of the Assignment

Article 5 | (Professional) Regulations

Article 6 | Intellectual property and right of use

Article 7 | Force majeure

Article 8 | Fees and costs

Article 9 | Payment

Article 10 | Deadlines

Article 11 | Liability and indemnities

Article 12 | Term and termination

Article 13 | Right of suspension

Article 14 | Expiry period and complaints

Article 15 | Electronic communication

Article 16 | Processing of personal data

Article 17 | Other provisions

Article 18 | Governing law and choice of forum

Article 19 | Severability

Article 20 | Use of name and references

Article 1 | Definitions

1.1 In these general terms and conditions and in the agreements to which they have been declared applicable, the following terms have the following meaning:

- a. **Activities:** all activities to be carried out by the Contractor on behalf of the Client for which the Assignment has been given and which have been accepted by the Contractor, as well as all activities arising from them for the Contractor.
- b. **Assignment / Agreement:** the contract for services under which the Contractor undertakes towards the Client to carry out certain Activities.
- c. **Client:** the natural person or legal entity acting in the course of a profession or business that has instructed the Contractor to carry out Activities.

- d. **Confidential Information:** all information, in written, electronic or any other form, relating to or in any way connected with the Client or the Contractor and their respective businesses, services, products, customers, property or affairs, which is disclosed by one Party or by a person on behalf of that Party to the other Party, with the exception of information that is already generally known or becomes generally known, other than as a result of a breach of the Agreement.
- e. **Contractor:** Declaer B.V., having its registered office in Heerhugowaard and its business address at Foxtrot 1, 1704 EH Heerhugowaard, the Netherlands, registered with the Dutch Chamber of Commerce under number 93429010. All Assignments are accepted and carried out exclusively by Declaer B.V. and not by or on behalf of an individual Employee, irrespective of whether the Client granted the Assignment expressly or tacitly with a view to its performance by a particular Employee or particular Employees. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are expressly excluded.
- f. **Documents:** all information or data made available to the Contractor by the Client, whether or not contained on tangible or intangible carriers and whether or not held by third parties, as well as all data produced or collected by the Contractor in the course of carrying out the Assignment, whether or not contained on tangible or intangible carriers and whether or not held by third parties, as well as all other information of any relevance to the performance or completion of the Assignment.
- g. **Employee:** a natural person employed by or affiliated with the Contractor, whether or not on the basis of an employment contract.
- h. **Parties:** the Client and the Contractor jointly.
- i. **(Professional) Regulations:** the laws, regulations and codes of conduct applicable to the Contractor, including Regulation (EU) 2016/679 (General Data Protection Regulation), Regulation (EU) 2019/1020 on market surveillance and compliance of products, and the other European and national rules on product conformity and market surveillance.
- j. **Products:** the products, product samples, packaging or parts thereof made available to the Contractor by or on behalf of the Client.
- k. **Quotation:** any offer issued by the Contractor to the Client to carry out Activities.
- l. **Subcontractor:** a Third Party engaged by the Contractor in the performance of the Assignment, including test laboratories, notified bodies, translators and advisers.
- m. **Third Party(ies):** any natural person or legal entity that is not a Party to the Agreement.

- 1.2 Terms in the singular also cover the plural and vice versa. References to laws and regulations also cover the amended or successor rules.

Article 2 | Applicability

- 2.1 These general terms and conditions apply, to the exclusion of the terms and conditions of third parties, exclusively to all offers, Quotations, Assignments, legal relationships and agreements, however named, under which the Contractor undertakes or will undertake to carry out Activities for the Client, as well as to all Activities arising from them for the Contractor.
- 2.2 The applicability of other general terms and conditions, including those of the Client, is expressly excluded. Deviations from and additions to these general terms and conditions are valid only if they have been expressly agreed in writing.
- 2.3 Terms and conditions that deviate from these general terms and conditions apply only to the extent that they have been expressly accepted in writing by the Contractor, and moreover apply only to the Agreement concerned.
- 2.4 Amendments to and additions to any provision of the Agreement are valid only if they have been recorded in writing and confirmed by both Parties.
- 2.5 Article 19 applies to the consequences of the full or partial nullity, voidability or unenforceability of a provision.
- 2.6 In the event of any lack of clarity about the interpretation of one or more provisions of these general terms and conditions, those provisions are to be interpreted in the spirit of the provision or provisions concerned.
- 2.7 In situations not governed by these general terms and conditions, the Parties will assess the situation in the spirit of these general terms and conditions.
- 2.8 The fact that the Contractor does not at all times require strict compliance with these terms and conditions does not mean that the provisions of these terms and conditions do not apply, or that the Contractor has waived the right to require strict compliance in other cases.
- 2.9 In these general terms and conditions, the term in writing also covers electronic communication, including e-mail. Subject to evidence to the contrary, the record in the Contractor's electronic system serves as evidence of the content and the time of dispatch and receipt of the electronic communication concerned.
- 2.10 In the interpretation of these general terms and conditions, the Dutch version prevails over all other language versions. In the event of any conflict between the Agreement, these general terms and conditions and the Quotation, the Agreement prevails, followed by these general terms and conditions and finally the Quotation.
- 2.11 The Contractor contracts exclusively with Clients acting in the course of a profession or business. To the extent that a Client must nevertheless be regarded as a consumer,

provisions of these general terms and conditions that are unreasonably onerous under Section 6:236 or 6:237 of the Dutch Civil Code do not apply, and the statutory rules apply instead.

- 2.12 The Contractor is entitled to amend these general terms and conditions. Amendments apply to Agreements concluded after the date of publication. In the case of Agreements for an indefinite term or with a term of more than one year, the Contractor will notify the Client of the amendment in writing at least 30 days before it takes effect. If the amendment materially worsens the position of the Client, the Client is entitled to terminate the Agreement in writing with effect from the date on which the amendment takes effect.
- 2.13 The Client may not transfer its rights and obligations under the Agreement to a Third Party without the prior written consent of the Contractor. The Contractor is entitled to transfer its rights and obligations under the Agreement to a group company or in the context of a transfer of its business or a part thereof, of which it will notify the Client in writing.

Article 3 | Client information and cooperation

- 3.1 The Client will make all Documents that the Contractor requires for the proper performance of the Assignment available to the Contractor in good time, in full and in the required form and manner. The Contractor will indicate which form, manner and time limit it reasonably considers necessary.
- 3.2 The Client warrants the accuracy, completeness and reliability of the Documents it provides, including where these originate from third parties, unless the nature of the Assignment dictates otherwise.
- 3.3 The Contractor is entitled to suspend performance of the Assignment until the Client has complied with the obligations referred to in paragraphs 1 and 2. The Contractor will notify the Client of this in writing.
- 3.4 The Client indemnifies the Contractor against any loss resulting from inaccurate or incomplete Documents.
- 3.5 The additional costs and additional hours incurred by the Contractor, as well as any other loss suffered by the Contractor, because the Client fails to provide the Documents necessary for the performance of the Activities, fails to provide them in good time or fails to provide them properly, are for the account and risk of the Client. Additional hours are charged at the agreed hourly rate or, in the absence thereof, at the Contractor's standard hourly rate applicable at that time.
- 3.6 At the Client's first request, the Contractor will return the original Documents provided by the Client, unless otherwise agreed in writing.

- 3.7 The Client bears the costs and the risk of shipping Products to and from the Contractor, unless otherwise agreed in writing. Before shipping, the Client will inform the Contractor in writing of all hazards associated with the Product and of the requirements for safe use, transport, storage and disposal, including those for lithium batteries and other dangerous substances.
- 3.8 The Contractor will retain the Documents for at least seven years after completion of the Assignment. Where a longer statutory retention obligation applies to the Contractor, including the obligation of the authorised representative to keep the declaration of conformity and the technical documentation at the disposal of the market surveillance authorities for ten years, that longer period applies.
- 3.9 After completion of the Assignment, Products will be returned at the Client's request and for the Client's account and risk. If no such request is made within three months of completion, the Contractor is entitled, after a written reminder, to have the Products disposed of at the Client's expense.

Article 4 | Performance of the Assignment

- 4.1 The Contractor will perform the Assignment to the best of its ability, with the care of a prudent contractor and in accordance with the applicable laws and (Professional) Regulations.
- 4.2 The Contractor's obligation is an obligation to use its best efforts, unless and to the extent that the Parties have expressly agreed a result in writing. The Contractor does not warrant that an authority, notified body, customer or online marketplace will accept an assessment or file without further questions.
- 4.3 Advice, assessments and reports issued by the Contractor reflect the state of the applicable laws and regulations and of the facts known to the Contractor as at the date of issue. The Contractor is not obliged to update advice or a report issued earlier in response to subsequent changes in laws and regulations or to facts that come to light later, unless this has been expressly agreed in writing.
- 4.4 The Contractor determines the manner in which the Assignment is performed and by which Employee or Employees.
- 4.5 Oral undertakings do not bind the Contractor, unless they have been confirmed by the Contractor in writing.
- 4.6 The Contractor is entitled to have Activities carried out by a Subcontractor designated by it. The Contractor will exercise the care of a prudent contractor in selecting a Subcontractor.

- 4.7 Activities carried out by the Contractor are deemed to have been approved if the Contractor has not received written and reasoned comments from the Client within ten working days of their delivery.
- 4.8 The Parties will treat the other Party's Confidential Information as confidential and will not provide it to Third Parties, subject to paragraph 10 of this article and to article 5.
- 4.9 The Contractor will use the Client's Confidential Information exclusively for the performance of the Assignment and not for its own commercial gain or for the benefit of Third Parties.
- 4.10 The Contractor is entitled to provide Confidential Information to Subcontractors, notified bodies, test laboratories and authorities, to the extent necessary for the preparation or performance of the Activities. The Contractor will impose on Subcontractors a duty of confidentiality that is no less strict than the one set out in this article.
- 4.11 The duty of confidentiality under this article remains in force for five years after the end of the Agreement.

Article 5 | (Professional) Regulations

- 5.1 The Client will at all times fully cooperate with the obligations arising for the Contractor from the applicable (Professional) Regulations.
- 5.2 The Client is aware that the Contractor may be obliged under applicable laws and regulations to provide (Confidential) Information described in those rules and which has come to its knowledge during the performance of the Activities to the authorities competent to receive it, including market surveillance authorities and other supervisory authorities in the European Union.
- 5.3 To the extent permitted by law, the Contractor will notify the Client in writing in advance of any intended disclosure as referred to in paragraph 2.
- 5.4 The Contractor excludes all liability for loss suffered by the Client as a result of the Contractor complying with the laws and (Professional) Regulations applicable to it.

Article 6 | Intellectual property and right of use

- 6.1 The performance of the Assignment by the Contractor does not involve any transfer of intellectual property rights vested in the Contractor. All intellectual property rights arising during or from the performance of the Assignment belong to the Contractor.
- 6.2 Upon full payment of everything the Client owes under the Agreement, the Contractor grants the Client a non-exclusive and non-transferable right to use the advice, assessments, reports and documents delivered to it under the Assignment for the

purpose for which they were provided. This right of use includes submitting them to market surveillance authorities, notified bodies, customers and online marketplaces.

- 6.3 Without prejudice to the right of use granted in paragraph 2, the Client is prohibited from reproducing, publishing or exploiting the products in which intellectual property rights of the Contractor are embodied, or products subject to intellectual property rights in respect of which the Contractor has acquired rights of use. These include in any event, but are not limited to: computer programmes, system designs, methods, advice, (model) contracts, reports, templates, macros and other intellectual creations.
- 6.4 The Client may not make the products referred to in paragraph 3 available to Third Parties without the prior written consent of the Contractor, other than within the scope of the right of use granted in paragraph 2.
- 6.5 The Contractor is entitled to use the general knowledge, experience and methods acquired in the performance of the Assignment for other purposes, provided that no Confidential Information of the Client is used or identifiable.

Article 7 | Force majeure

- 7.1 If the Contractor is prevented by force majeure of a permanent or temporary nature from performing or continuing the Agreement, irrespective of whether the force majeure was foreseeable, the Contractor is entitled, without any obligation to pay damages and without judicial intervention, to dissolve the Agreement in whole or in part by written notice, or to suspend further performance of it in whole or in part. This does not affect the Contractor's right to payment by the Client for the Activities the Contractor carried out before the force majeure situation arose. The Contractor will notify the Client of the force majeure situation as soon as possible. In the event of suspension, the Contractor also remains entitled to dissolve the Agreement in whole or in part.
- 7.2 Force majeure covers all circumstances as a result of which the Contractor is temporarily or permanently unable to perform its obligations, such as natural disasters, floods, fire, frost, strikes or lock-outs, riots, war, terrorism, sanctions and export restrictions, government measures, epidemics and pandemics, power failures, failures of computer, telephone, internet and cloud services, cyber attacks, theft or misappropriation from the Contractor's premises, the absence or withdrawal of decisions or permits of public authorities or notified bodies, and furthermore all circumstances in which the Contractor cannot reasonably be expected to continue performing its obligations towards the Client. Force majeure on the part of the Contractor's Subcontractors and suppliers is also regarded as force majeure on the part of the Contractor.
- 7.3 If the force majeure on the part of the Contractor lasts longer than three months, the Client is entitled to dissolve the parts of the Agreement that cannot be performed by

written notice. Dissolution does not affect the Client's obligation to pay for the part of the Assignment carried out up to that moment, nor does it affect article 11.

Article 8 | Fees and costs

- 8.1 The Activities carried out by the Contractor are charged to the Client on the basis of a fixed price or on the basis of time spent and costs incurred. Payment of the fee does not depend on the outcome of the Activities, unless otherwise agreed in writing. Travel time is charged at the agreed hourly rate; accommodation and transport costs are charged separately.
- 8.2 In addition to the fee, the expenses reasonably incurred by the Contractor and the invoices of Subcontractors engaged by the Contractor are charged to the Client. These include the costs of test laboratories and notified bodies, registration and notification fees, government charges, the costs of standards and the costs of translations.
- 8.3 The Contractor is entitled to require an advance payment from the Client. The Contractor is not obliged to start the Activities before the advance payment has been received.
- 8.4 The Contractor is entitled to adjust the agreed rates annually with effect from 1 January in line with the index of collectively agreed wages including special payments published by Statistics Netherlands (CBS), and to adjust them in the interim in line with changes in the costs charged to the Contractor by Subcontractors and other Third Parties. The Contractor will announce other rate changes in writing at least 30 days before they take effect. If an announced increase other than an indexation or a pass-through of Third Party costs exceeds 10%, the Client is entitled to terminate the Agreement in writing with effect from the date on which the increase takes effect.
- 8.5 Value added tax will be charged separately on all amounts owed by the Client to the Contractor where the law so requires. For that purpose the Client will provide, in good time, the tax details the Contractor requires, including its VAT identification number.

Article 9 | Payment

- 9.1 Payment by the Client of the amounts owed to the Contractor must be made within 14 days of the invoice date, without the Client being entitled to any deduction, discount, suspension or set-off, unless otherwise agreed in writing. The day of payment is the day on which the amount owed is credited to the Contractor's account.
- 9.2 The Contractor is entitled to require that the amount owed be paid in whole or in part in advance before the Activities are started.
- 9.3 If full payment has not been made at the start of the Assignment, the Contractor is entitled to send an invoice for the Activities carried out up to that point at any time during

the term of the Assignment. The final invoice is sent as soon as the Contractor considers the Assignment completed.

- 9.4 Activities carried out also include preparation, travel time, consultation and other time demonstrably spent for the purposes of the Assignment, unless otherwise agreed in writing.
- 9.5 If the Client has not paid within the period referred to in paragraph 1, the Client is in default by operation of law and the Contractor is entitled to charge the statutory commercial interest from that moment.
- 9.6 If the Client has not paid within the period referred to in paragraph 1, the Client is obliged to reimburse all judicial and extrajudicial costs incurred by the Contractor, including the actual costs of legal assistance and collection. The reimbursement of those costs is not limited to any order for costs made by a court.
- 9.7 In the case of a jointly given Assignment, the Clients are jointly and severally liable for payment of the invoice amount and the interest and costs owed.
- 9.8 If in the Contractor's opinion the financial position or payment behaviour of the Client gives cause to do so, or if the Client fails to pay an advance or an invoice within the applicable payment period, the Contractor is entitled to require the Client to provide additional security without delay in a form to be determined by the Contractor. If the Client fails to provide the security required, the Contractor is entitled, without prejudice to its other rights, to suspend further performance of the Agreement with immediate effect, and everything the Client owes the Contractor on any account whatsoever becomes immediately due and payable.
- 9.9 Payments by the Client are applied first to the costs owed, then to the interest owed and finally to the principal sum, irrespective of any instruction to the contrary from the Client.
- 9.10 Objections to an invoice must be submitted to the Contractor in writing and with reasons within 14 days of the invoice date. An objection does not suspend the obligation to pay.

Article 10 | Deadlines

- 10.1 If a period or date within which the Assignment is to be performed has been agreed between the Client and the Contractor, and the Client fails to make an agreed advance payment or to make the necessary Documents available in good time, in full and in the required form and manner, the Parties will consult on a new period or date.
- 10.2 Periods within which the Activities are to be completed are to be regarded as a strict deadline only if this has been expressly and explicitly agreed between the Parties.

- 10.3 Where a period that has not been agreed as a strict deadline expires, the Contractor is not in default until the Client has given it written notice of default allowing a reasonable period for performance.

Article 11 | Liability and indemnities

- 11.1 The Contractor is not liable for loss suffered by the Client arising because the Client provided inaccurate or incomplete Documents to the Contractor, nor for damage to, loss of, shortening of the service life of or destruction of Products that is inherent in the agreed Activities, including examination, testing and disassembly.
- 11.2 The Contractor is not liable for damage to or loss of Products during transport to or from the Contractor or during storage at the Contractor.
- 11.3 The Contractor is not liable for consequential loss, business loss or indirect loss resulting from the Contractor's failure to perform, failure to perform in good time or failure to perform properly. This includes lost profit, lost turnover, lost savings, the costs of withdrawing or recalling products, administrative fines and penalty payments, the costs of standstill or delay in trade, loss of goodwill and reputational damage.
- 11.4 The Client is liable towards the Contractor for loss resulting from the failure to provide information, or the provision of insufficient or inaccurate information, about hazards to persons or property in the examination, use, transport, storage or disassembly of a Product.
- 11.5 The Contractor is liable towards the Client exclusively for loss that is the direct result of an attributable failure, or a connected series of attributable failures, in the performance of the Assignment. This liability is limited to the amount of the fee charged for the performance of that Assignment.
- 11.6 If the Assignment is a continuing agreement with a term of more than one year, the amount referred to in paragraph 5 is set at the fee charged to the Client in the twelve months preceding the occurrence of the loss.
- 11.7 In all cases the total liability of the Contractor does not exceed € 10,000.00 per Assignment and per calendar year, unless the Parties have agreed a higher amount in writing when entering into the Agreement, in view of the size of the Assignment or the risks associated with it.
- 11.8 The limitations and exclusions set out in this article do not apply if and to the extent that the loss is the result of intent or wilful recklessness on the part of the Contractor or of managers belonging to its senior management, nor to liability that cannot be limited or excluded under mandatory law.

- 11.9 The Client is obliged to take measures to mitigate loss. The Contractor has the right to undo or limit the loss by repairing or improving the Activities carried out.
- 11.10 The Client indemnifies the Contractor against claims by Third Parties for loss caused because the Client provided no Documents, or inaccurate or incomplete Documents, to the Contractor.
- 11.11 The Client indemnifies the Contractor against claims by Third Parties, including Employees of the Contractor and Subcontractors engaged by the Contractor, who suffer loss in connection with the performance of the Assignment as a result of any act or omission of the Client or of unsafe situations in its business or organisation.
- 11.12 To the extent that the Contractor acts under a separate agreement as the authorised representative of the Client within the meaning of the applicable European product legislation, the Client remains fully responsible, as manufacturer or importer, for the conformity and the safety of the product and for the accuracy and completeness of the technical documentation. The Client indemnifies the Contractor against all claims by Third Parties and by authorities relating to the product, including claims in product liability, and including the liability imposed on the authorised representative under Article 8 of Directive (EU) 2024/2853, as well as against all costs of defence incurred by the Contractor in that connection. This indemnity is not limited to the amounts referred to in paragraphs 5 to 7.

Article 12 | Term and termination

- 12.1 The Parties may terminate the Agreement at any time during its term without observing a notice period, subject to paragraph 2. If the Agreement ends before the Assignment has been completed, the Client owes the higher of 40% of the agreed fee and the fee corresponding to the hours stated by the Contractor for the Activities already carried out for the Client.
- 12.2 Agreements for continuing services, including acting as authorised representative, are entered into for the agreed term and, in the absence of an agreed term, for a period of one year, and are subsequently renewed for successive periods of one year. Termination is effected in writing observing a notice period of one month before the end of the term. The Client will ensure that it has appointed another authorised representative before the end of the Agreement and that the details stated on the product, the packaging or the accompanying documents are amended accordingly.
- 12.3 Termination must be effected in writing.
- 12.4 If the Client terminates during the term, the Contractor is entitled to compensation for the loss of capacity it incurs and can reasonably substantiate, as well as to compensation for additional costs already incurred by the Contractor and for costs arising from the

cancellation of Subcontractors engaged, including the costs of subcontracting and of tests already scheduled.

- 12.5 If the Contractor terminates during the term, the Client is entitled to the Contractor's cooperation in transferring Activities to Third Parties, unless there is intent or wilful recklessness on the part of the Client that compels the Contractor to terminate. This right to cooperation is subject to the condition that the Client has paid all outstanding advances and invoices.
- 12.6 The Contractor is entitled to dissolve the Agreement in whole or in part with immediate effect and without notice of default if the Client is declared bankrupt, is granted provisional or definitive suspension of payments, is subject to the preparation of a composition under the Dutch Act on the Confirmation of Extrajudicial Restructuring Plans, if a substantial part of its assets is attached, or if its business is liquidated or ceased. In that case all claims of the Contractor become immediately due and payable.
- 12.7 Obligations which by their nature are intended to continue after the end of the Agreement, including those under articles 4, 6, 11, 16, 17, 18 and 19, remain in force after the end of the Agreement.

Article 13 | Right of suspension

- 13.1 The Contractor is entitled, after careful consideration of the interests involved, to suspend the performance of all its obligations, including the release of Documents, Products or other property to the Client or to Third Parties, until the moment at which all due and payable claims against the Client have been paid in full.
- 13.2 The Contractor will not suspend performance to the extent that release is necessary in order to comply with a statutory obligation or with a demand from a competent authority.
- 13.3 The Contractor is not liable for loss resulting from the lawful exercise of the right of suspension.

Article 14 | Expiry period and complaints

- 14.1 Unless provided otherwise in these general terms and conditions, rights of action and other powers of the Client against the Contractor, on any account whatsoever, in connection with the performance of Activities by the Contractor, lapse twelve months after the moment at which the Client became aware, or could reasonably have been aware, of the existence of those rights and powers.
- 14.2 Complaints about the Activities must be reported to the Contractor in writing and with reasons within 30 days of discovery, and in any event within the period referred to in

paragraph 1. The Contractor will respond to the complaint in writing within 14 days of receipt.

14.3 A complaint does not suspend the Client's obligation to pay.

Article 15 | Electronic communication

15.1 During the performance of the Assignment the Parties may communicate with each other by electronic means.

15.2 The Parties are not liable to each other for loss arising for either or each of them from the use of electronic means of communication, including but not limited to loss resulting from non-delivery or delayed delivery of electronic communications, interception or manipulation of electronic communications by Third Parties or by software or equipment used for the transmission, receipt or processing of electronic communications, the transmission of viruses and the failure or improper functioning of the telecommunications network or of other means required for electronic communication, except to the extent that the loss is the result of intent or gross negligence.

15.3 The Parties will do or refrain from doing everything that may reasonably be expected of each of them to prevent the risks referred to in paragraph 2 from occurring.

15.4 Subject to evidence to the contrary, data extracts from the sender's computer systems constitute evidence of the content of the electronic communications sent by the sender.

15.5 The Parties accept that the Agreement and amendments to it may be validly concluded by electronic signature or by express written consent by e-mail.

Article 16 | Processing of personal data

16.1 The Parties process personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) and the other applicable data protection rules.

16.2 To the extent that the Contractor processes personal data received from the Client in the performance of the Assignment, it does so as an independent controller, unless the Parties agree otherwise in writing. The Contractor's privacy statement applies to that processing.

16.3 If the Contractor processes personal data for certain Activities exclusively on behalf of and in accordance with the instructions of the Client, the Parties will conclude a data processing agreement for those Activities.

16.4 The Client warrants that it is authorised to provide the personal data to the Contractor and indemnifies the Contractor against claims by data subjects and by supervisory authorities arising from an unauthorised disclosure.

- 16.5 The Contractor will take appropriate technical and organisational measures to secure personal data and will impose at least equivalent obligations on Subcontractors.
- 16.6 The Parties will inform each other without undue delay of any personal data breach affecting the data provided by the other Party.

Article 17 | Other provisions

- 17.1 If the Contractor carries out Activities at the Client's premises, the Client will provide a suitable workplace that complies with the statutory occupational health and safety standards and with the other applicable rules on working conditions. In that case the Client will ensure that the Contractor is provided with working space and other facilities that in the Contractor's opinion are necessary or useful for the performance of the Agreement and that meet all statutory requirements applicable to them. With regard to computer facilities made available, the Client is obliged to ensure continuity, among other things by means of adequate back-up, security and virus-checking procedures. The Contractor will apply virus-checking procedures when it uses the Client's facilities.
- 17.2 The Client may not employ Employees who are or have been involved in the performance of the Activities, approach them to enter its employment or otherwise have work carried out for it by them, directly or indirectly, during the term of the Agreement or any renewal of it and for twelve months thereafter, except with the prior written consent of the Contractor.
- 17.3 In the event of a breach of paragraph 2, the Client forfeits an immediately payable penalty of € 25,000.00 per breach. By way of derogation from Section 6:92 of the Dutch Civil Code, the fact that this penalty is payable does not affect the Contractor's right to full compensation for its loss, and the penalty is not deducted from any compensation owed.

Article 18 | Governing law and choice of forum

- 18.1 All Agreements concluded by the Parties are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 18.2 Before bringing a dispute before the courts, the Parties will consult in order to establish whether the dispute can be resolved by mutual agreement.
- 18.3 All disputes in connection with or arising from an Agreement will in the first instance be submitted exclusively to the District Court of North Holland (rechtbank Noord-Holland), the Netherlands, without prejudice to the Contractor's right to submit a dispute to another court having jurisdiction by law or by treaty.

Article 19 | Severability

- 19.1 If any provision of these general terms and conditions or of the underlying Agreement is or becomes wholly or partly null and void, invalid or unenforceable, whether as a result of a statutory provision, a court decision or otherwise, this does not affect the validity of the remaining provisions of these general terms and conditions or of the underlying Agreement.
- 19.2 If a provision of these general terms and conditions or of the underlying Agreement is invalid for a reason as referred to in paragraph 1, but would be valid with a more limited scope or effect, that provision applies automatically with the most far-reaching limited scope or effect with which it is valid.
- 19.3 Without prejudice to paragraph 2, the Parties may consult in order to agree new provisions to replace the void or nullified provisions. In doing so they will follow the purpose and effect of the void or nullified provisions as closely as possible.

Article 20 | Use of name and references

- 20.1 The Contractor is entitled to use the name and logo of the Client for marketing and promotional purposes. This includes, but is not limited to, naming the Client as a reference on the Contractor's website, in presentations, in portfolios and on social media.
- 20.2 The Contractor may also communicate publicly about the nature and the outcome of the cooperation or of the completed Assignment, for example in the form of a short description or a case study. In doing so the Contractor will at all times deal with the information provided in a restrained and proper manner.
- 20.3 Confidential Information, such as commercially sensitive data, internal documents, test results or personal data, will not be shared or made public without the express written consent of the Client.
- 20.4 If the Client objects to a specific reference or publication, it may notify the Contractor of this in writing. The Contractor will then reasonably amend or remove the material concerned.

Where to find these terms These general terms and conditions are made available to the Client before or at the time the Agreement is concluded, can be found on declaer.com and will be sent free of charge on request. The Dutch version is the binding version.