

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

1.1. GROUP7, established and office-holding company in Woerden, as well as the companies which refer to or operate on these conditions, are users of these conditions and will be referred to as "GROUP7" below.

1.2 Client: the (legal) person who orders GROUP7 or otherwise enters into an agreement with GROUP7, including mediation orders.

2. APPLICABILITY AND LEGAL RELATIONSHIP

2.1. The following conditions apply to and form an unbreakable part of all tenders to be submitted by GROUP7, advice to be given, work to be carried out, all contracts accepted by GROUP7 and agreements concluded between GROUP7 and the client.

2.2. Group7's tenders are based on the information provided by the client. The client ensures that, to the best of his knowledge, he has provided all the essential information for the design and execution of the contract.

2.3. Terms and conditions differ from these terms and conditions shall be in force only if and to the extent that they are explicitly and in writing confirmed to the client by GROUP7. In the event of conflict between these terms and the agreement, the provisions of the agreement shall prevail.

2.4. It is established between GROUP7 and the client that once contracted under the applicability of the following conditions, they will also apply to subsequent transactions in full. Terms and conditions, under whatever name, of the client do not apply and are expressly rejected by GROUP7, unless they are accepted in writing by GROUP7.

2.5. The agreement shall be entered into indefinitely, unless the content, nature or scope of the contract awarded indicates that it has been entered into for a certain period of time.

3. OFFERS AND AGREEMENTS

3.1. All offers and quotations, whether orally, by telephone, by special tender or otherwise, shall be based on any information provided with the application and shall be non-binding, unless they contain a time limit for acceptance, in which case the offer shall expire after that period.

3.2. A contract is accepted by GROUP7 only after the determination of the content and execution conditions of a contract and the written confirmation of it by GROUP7. An assignment is also considered to have been established if, after determining content and the execution conditions, GROUP7 has shown to the client before the start of the work that GROUP7 considers this and accepts it as a contract. In any case, the client is deemed to have issued a contract if group7 has started the execution of a contract with the express or tacit agreement of the client.

3.3. All offers and offers are non-binding, unless the offer indicates otherwise in writing and expressly. Offers and offers shall expire as soon as a new or adapted offer or offer is submitted by GROUP7.

4. INFORMATION

4.1. The client is, in the case where appropriate, to make available all the data and documents which GROUP7 needs in accordance with its judgment in order to carry out the contract correctly and fully, in good time and in the form desired by GROUP7 in the manner desired by GROUP7.

4.2. The client is required to inform GROUP7 without delay of facts and circumstances which may be of direct or indirect interest to the performance of the contract. This also applies to events and circumstances that become known after the start of the work.

4.3. The client is responsible for the accuracy, completeness and reliability of the data and documents made available to GROUP7. The client bears the risk for data and documents that come from third parties at her side.

4.4. Any delay in the execution of the contract, resulting in additional costs for GROUP7 arising from the non-timely or incorrect provision of the required data and documents and the failure to cooperate sufficiently, are at the expense and risk of the client.

4.5. If and as long as it does not require the timely or proper availability of information and/or the lack of necessary cooperation of the client's staff, GROUP7 will be entitled to suspend its activities on behalf of the client, with the costs of the suspension being borne by the client. If, even after GROUP7 fails to provide the information required by GROUP7 and/or the cooperation of the client's

staff, the client is not responsible for the provision of the information required by GROUP7 within 14 days, GROUP7 is entitled to terminate the contract prematurely.

5. CONFIDENTIALITY

5.1. GROUP7 will take the utmost care with regard to the information obtained in the relationship. Information of a confidential nature will only be used for the purpose of carrying out a contract. The client may reasonably impose specific guidelines of confidentiality in the handling of classified/classified and other data. Group7 is bound by such specific directives only if they have been notified to GROUP7 in a timely manner and as such.

5.2. The client accepts that GROUP7 is required to ensure that group7 cannot be traced back to the source when a contract is executed if the information provider has indicated its objection to recognition.

6. THE PERFORMANCE OF THE CONTRACT

6.1. However, all services provided by GROUP7 are carried out at their discretion and ability in accordance with the requirements of good workmanship without guaranteeing a specific result.

6.2. GROUP7 determines the way in which and by which persons the client's assignment is carried out. GROUP7 shall comply with the reasonable wishes expressed by the client as far as possible.

6.3. GROUP7 is free to carry out contracts under its responsibility, where appropriate, with the involvement of auxiliary persons and third parties. The choice of third parties to be engaged by GROUP7 will, where possible, be made in consultation with the client and with due care.

6.4. GROUP7 can only charge the client more work if and to the extent that the client has given prior consent. However, this consent requirement does not apply if the carrying out of additional work is within the duty of care of GROUP7.

6.5. The contracts awarded shall be carried out solely for the benefit of the client. Third parties cannot derive any rights from the content of the work carried out.

6.6. The work on the contract awarded shall be carried out at the premises of the client or group7 or a designated other location.

7. AMENDMENT OF THE CONTRACT

7.1. If, before the execution of a contract has begun, facts or circumstances arise which would affect the original agreement reached, the original agreement may be amended in good time by mutual agreement.

7.2. Changes to the original agreed start date of a contract desired by the client or GROUP7 will follow both the client and GROUP7 according to

their ability. Group7 can only proceed with the postponement of the originally agreed start date of a contract, for which GROUP7 has reserved capacity, if the capacity reserved for that contract can be replaced elsewhere. In the event that the client nevertheless requires and/or achieves such a postponement, the client is liable for the unused reserved capacity.

7.3. If circumstances appear during the execution of a contract which impede or threaten to impede proper implementation, appropriate measures will be agreed upon by mutual agreement in order to achieve undisturbed progress. If changes involve an extension of the work to be carried out in relation to a previous budget, the resulting additional costs shall be borne by the client, unless GROUP7 can be accused of failing to carry out the work instructed properly, in which case the additional costs amount to a maximum of 20% of the time already spent at that time, will be accounted for by GROUP7.

7.4. The client accepts that the timing of the contract may be affected if the parties agree in the interim to extend or modify the approach, method or scope of the contract and/or the resulting work. If the interim change affects the agreed fee or the fee, GROUP7 will notify the client as soon as possible.

7.5. If, during the execution of an assignment, the client gives further orders or wishes to amend the existing contracts, unless the order is arranged, this will only be possible if GROUP7 accepts that contract and thus reimburses the client for the costs and fees due.

8. TIME LIMITS

8.1. If the client is liable for a prepayment or must make available the information necessary for the implementation or to ensure that employees and third parties involved on his part cooperate, the period within which the work must be completed shall not begin until after the payment has been received in full, or the information has been made available in full and/or the employees and third parties concerned have provided their necessary cooperation to GROUP7.

8.2. Time limits specified in the contract or the time limits referred to afterwards shall always be indicative and shall never be considered fatal. Exceeding the delivery time can never claim cancellation or compensation on the part of the client.

8.3. Possible delivery times shall start at the latest of the following times:

- (a) the day of the conclusion of the Agreement;
- (b) the day on which any advance payment be agreed;
- (c) the day on which all necessary information and documents have been provided by the client.

9. ROYALTY

9.1. GROUP7 and the client, when the agreement is concluded, make binding agreements on how the fee of GROUP7 is established. If an hourly rate is agreed, an indication issued by GROUP7 in the tender regarding the total time expected to be spent is not binding. The agreed rate may be deviated from in writing only after the conclusion of the agreement. Even if GROUP7 does not execute an assignment for reasons where appropriate, an agreement shall be concluded to which these Terms and Conditions apply.

9.2. In the case of longer-term contracts, the fees due may be periodically revised on the basis of wages and prices. Rate changes on this basis are communicated to the client in writing.

9.3. GROUP7's fee does not depend on the outcome of the contract awarded.

9.4. Prices declared by GROUP7 always do not include VAT and other public levies and must be paid including VAT, unless otherwise the result of legislation.

9.5. GROUP7 may require the client to pay an advance on the invoice amount or the reasonably foreseeable fee. The advances paid by the client on declarations to be submitted will be settled with the final declaration at the latest. During the implementation of an agreement, GROUP7 is entitled to suspend compliance with its obligations until the client has, on request and to the satisfaction of GROUP7, secured the fulfilment of all its obligations under the agreement. Refusal by the client to provide the required security or to pay the requested advance gives GROUP7 the right to terminate the contract without legal intervention, without prejudice to the right to reimbursement of costs, interest and damages.

9.6. If the client does not wish to agree to an adjustment of prices and tariffs referred to in Article 9.2 communicated by GROUP7, the client shall be entitled to terminate the agreement in writing within 5 working days of the notification referred to in that Article on the date on which the price and/or tariff adjustment would enter into force or to terminate the agreement. In a case of such termination or dissolution, GROUP7 is not liable for any resulting damage.

10. PAYMENT

10.1. Unless expressly otherwise agreed, payment must be made in cash after the provision of the services, or on a bank account to be designated by GROUP7 within the agreed or invoice period, but in no case later than 30 days after the invoice date, without any recourse to set-off or discount being permitted. All payments must be made in Dutch legal tender.

10.2. Where payment is not made within the above mentioned period, GROUP7 is entitled to increase

the claim by an interest rate of 1.5% per month or the statutory interest rate if it is higher, with a part of a month being charged for a whole month, 30 days after invoice date or the agreed payment date. In addition, if the client defaults on payment after written summation, GROUP7 is entitled to increase the amount due with collection costs. The out-of-court collection costs are set at 15% of the amount of the claim with a minimum of € 500,--. GROUP7 has not been held to provide evidence that these costs were actually incurred.

10.3. Objections to the amount of the invoice do not in any way suspend the obligation to pay.

10.4. Payments made by the client always be made first in order to pay off all the costs and interest due and then to payable invoices that are open the longest, even if the client mentions that payment relates to (a) later invoice(s).

11. COMPLAINTS

11.1. Complaints relating to the work carried out in the context of the contract and/or the invoice amount shall be made known to GROUP7 without delay, but not later than 30 days after the performance of the work or in the case of advertisements concerning the amount of the invoice, after receipt of the invoice. Complaints reported by the client after the above mentioned deadlines will not be considered by GROUP7.

11.2. These complaints do not suspend the client's obligation to pay.

11.3. In the case of a well-founded complaint, GROUP7 has the choice between adjusting the invoice amount, improving or redemitting the rejected work free of charge or not (partially) carrying out the contract against a refund, proportionately, of the fee already paid by the client.

12. LIABILITY

12.1. GROUP7 will be able to carry out the work it has carried out in the context of the contract to the best of its ability, taking into account the care that can be expected of GROUP7.

12.2. If a failure in the performance of the agreement is caused by the fact that the client, prior to or during the execution of the contract, provided GROUP7 with incorrect or incomplete information, GROUP7 shall not be liable for the resulting damage.

12.3. GROUP7 is in any case liable (even if it does not rely on paragraph 1 of this Article) only for direct damages suffered by the client, which is the direct and exclusive result of gross negligence of GROUP7.

12.4. GROUP7 is not liable for indirect damages, including consequential damages, lost profits, lost savings and damage caused by stagnation, due to any cause.

12.5. In the event that, notwithstanding the exclusions of liability provided in article, any liability for damages on GROUP7 is to rest, it will in any event be limited to a maximum of the net invoice amount in respect of the work carried out by GROUP7, in respect of which GROUP7 is liable for damages. If the contract is essentially an endurance agreement with a duration of more than 1 year, the net invoice amount shall be set on the total of invoices negotiated for 1 year.

12.6. GROUP7 shall not be liable for damage caused by the actions or omissions of third parties and auxiliary persons involved in the performance of the contract by GROUP7 or the client. GROUP7 is authorised by the client to accept any liability restrictions of third parties on behalf of the client.

12.7. GROUP7 shall not be liable for damage caused by the malfunctioning of equipment, software, databases, registers or other matters used in the execution of the contract.

12.8. The client exempts GROUP7 from all claims of third parties, including the staff of the client, in respect of damage, in any form, suffered by those third parties, for which GROUP7 is not liable under these terms and conditions.

12.9. The client shall exempt GROUP7 from claims by third parties for damages caused by the fact that the client has provided GROUP7 with incorrect or incomplete information, unless the client proves that the damage is not related to culpable conduct or omission on his part or if it was caused by intent or gross negligence by GROUP7.

12.10. Any liability and all the rights of claim and other powers of the client, under any circumstances, against GROUP7 in connection with the carrying out of work by GROUP7 shall in any case expire after one year after the client became known or could reasonably be familiar with the damage-causing act by GROUP7.

13. DENUNCIATION/DISSOLUTION

13.1. The power to terminate an agreement shall be granted to the principal only if GROUP7 is attributable to the fulfilment of substantial obligations arising from this agreement, provided that the client has written to GROUP7, setting a reasonable time limit for the discharge of the deficiency.

13.2. In the event that an agreement by its nature and content does not end by complete delivery and this agreement is not entered into for a fixed period of time, each Party shall have the power to terminate the agreement, subject to a minimum of three months' notice, unless the parties have agreed on a different notice period. Denunciation must be made in writing and with reasons, and The Parties will never be required to pay any compensation for termination.

13.3. In the event of premature termination by the client, GROUP7 shall in any event be entitled to

compensation for the work carried out up to that point, without prejudice to its rights to claim full damages.

13.4. If the client does not comply with any obligation properly or in good time, including the obligation to pay invoices and advances required by GROUP7, as well as in the event of the client's (precautionary) attachment, in the event of bankruptcy, suspension of payment or debt restructuring, shutting down or winding up the principal's business, the client is deemed to be in default and GROUP7 has the right to default without any default or judicial review. intervention, either to suspend the implementation of the agreement, or to terminate the contract in whole or in part, without group7 being required to pay any compensation or guarantee, without prejudice to the right to claim full compensation for the damage, costs and interest suffered by GROUP7 as a result of the suspension or termination of the contract. In the cases mentioned, any claim that GROUP7 has on the client is immediately and suddenly payable.

14. ACQUISITION OF STAFF

14.1. During the acquisition stage, during the performance of a contract and within one year of its termination, parties shall not employ staff of the other party or will in fact employ their own organization or a related undertaking through third parties, without each other's pre-obtained written consent.

14.2. In the case of infringement of the above prohibition, the offending party shall forfeit an immediate fine of € 100,000,-- and € 10,000,-- for each day of the infringement, without prejudice to the other party's right to claim the damage actually suffered.

15. INTELLECTUAL PROPERTY

15.1. GROUP7 retains the intellectual property rights of the documents, models, methods and techniques produced for the benefit of the client in the performance of any contract.

15.2. The client has the right to use it for the internal purposes intended for the contract and communicated to GROUP7.

15.3. The written documents, models, methods and techniques derived from GROUP7 may not be used for purposes other than within the scope of the contract awarded, subject to the prior written agreement of GROUP7 and after the agreement of an appropriate remuneration.

15.4. Nor will data, models, methods and techniques used for or in the context of counselling to third parties be known or made public, subject to prior written consent from GROUP7.

15.5. In the case of interim termination of the Agreement, the preceding shall apply mutandis.

16. APPLICABLE LAW

16.1. The agreements concluded with GROUP7 shall apply only to Dutch law, subject to these conditions.

16.2. All disputes arising as a result of agreements concluded with GROUP7, or of further agreements resulting from them, or arising from offers made by GROUP7, will be tried only by the competent court in Rijswijk or The Hague, unless GROUP7 advises another judge.

TRANSLATION

This is an automated translation of the original 'algemene voorwaarden' (terms & conditions) of GROUP7.

The 'algemene voorwaarden' have been accepted by McCain.



