

GENERAL TERMS AND CONDITIONS*

BEELINERS B.V.

**These General Terms and Conditions are a translation of the Dutch version. In case of any discrepancy the Dutch version shall prevail.*

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Article 1. Definitions

In these general conditions the following terms, both in plural as in singular, are used in the sense given below, unless explicitly indicated otherwise:

1. **Beeliners** : Beeliners is registered at the Dutch Chamber of Commerce under number 76003957. In these terms and conditions the term Beeliners also refers to representatives of Beeliners, acting as provider of Services.
2. **Client** : the person or legal entity who uses the Services of Beeliners as well as any organization with which the Client is related or affiliated (corporately or by organization).
3. **Services**: all work and deliveries which are offered by Beeliners or requested by the Client to be made and delivered.
4. **Command**: at the request of the Client performed Services.
5. **Products**: all the goods that are the subject of the Agreement.
6. **Agreement**: any Agreement entered into between Beeliners and Client, any amendment or addition to it, as well as all legal acts for its implementation and, in retrospect, all legal acts required for entering into that Agreement.
7. **Parties**: the Client and Beeliners.

Article 2. Applicability

1. These general conditions apply to all offers, Agreements, Services, supplies and works by Beeliners, of any kind, unless that applicability explicitly is excluded in whole or parts or unless explicitly agreed otherwise.
These general terms and conditions do not apply to offers, Agreements, Services, supplies and works by Beeliners B.V. if it trades under a different trading name than Beeliners.
2. Any terms or conditions of the Client are expressly rejected. Deviations from and additions to these terms and conditions shall apply only if and in so far as these have been accepted expressly and in writing by Beeliners.
3. Any deviation from these terms of use at any time applied or tolerated by Beeliners for the benefit of the Client, will never give the Client the right to rely on such deviations, or to rely on the application of such a deviation as fixed. The Client cannot derive any rights from the way in which Beeliners applies these conditions.
4. These terms and conditions also apply to all Agreements with Beeliners, for the implementation of which third parties should be involved. These third parties may appeal directly on these conditions towards the Client, including any exclusions or limitations of liability.
5. The annulment or the invalidity of any provision of these terms of use shall not affect the validity of the remaining provisions of these terms or the underlying assignment/Agreement. In case of annulment or invalidity of any provision of these terms of use, the provision which corresponds in spirit most to the invalid provision has to be considered valid.
6. Beeliners reserves the right to change these conditions at any time. The most recently filed version shall always apply, or, the version that was valid at the time of the conclusion of the Agreement.
7. In the event of any conflicts between the substance of a contract concluded between the Client and Beeliners and the present terms and conditions, the content of the Agreement shall prevail.
8. *Extra paragraph (not included in the original Dutch version!): These General Terms and Conditions are a translation of the Dutch version. In case of any discrepancy the Dutch version shall prevail.*

Article 3. Offers and tenders

- 1 All offers and quotations of Beeliners are freely revocable and done without obligation, unless otherwise indicated.
2. The Client is responsible for the accuracy and completeness of the delivered specifications and other data requested by Beeliners.

3. Obvious errors or typographical errors in the offer of Beeliners do not bind Beeliners.
4. A compound quotation does not oblige Beeliners to carry out part of the assignment against a corresponding part of the given quotation.
5. The prices in the offers and quotations of Beeliners are exclusive of VAT (Dutch: BTW) and other Government levies, unless otherwise indicated.

Article 4. Realization of the Agreement

1. The Agreement between the Client and Beeliners comes into force after Beeliners has accepted an order in writing, unless one of the following terms applies. The order confirmation shall be deemed to represent the Agreement correctly and completely, unless the Client immediately protests in writing.
2. The content of the Agreement is exclusively determined by the quotation and order confirmation given by Beeliners.
3. Any supplementary Agreements or amendments bind Beeliners only after written confirmation by Beeliners within fourteen (14) days and after absence of written protest by the Client within three (3) business days after the confirmation of Beeliners.
4. For Agreements, activities or transactions for which no written quotation is sent, the invoice shall be deemed to represent the Agreement correctly and completely, unless the Client objects, in writing, within seven (7) days of the invoice date.
5. Any Agreement will be entered under the suspensive condition that Beeliners has the right to check the creditworthiness of the Client, this related to the financial performance of the Agreement. If Beeliners has the opinion, on reasonable grounds, that the Client does not represent satisfactory creditworthiness, then Beeliners has the right to temporarily suspend its obligations. If there is such a suspension, Beeliners will inform the Client immediately in writing and offer the Client the opportunity to provide security.

Article 5. Implementation of the Agreement

1. Beeliners will perform the Agreement to the best of its knowledge and ability, with an effort obligation (not result commitment).
2. Beeliners determines the way in which the command is handled and by which employee(s). If and to the extent that this requires a proper execution of the Agreement, Beeliners has the right to have certain work done by third parties (not Beeliners employees).
3. Having regard to the nature of the work, the end result as intended by Beeliners and the Client depends not only on the effort of Beeliners; also factors outside their sphere of influence play a role.
4. Any command or Agreement leads to an effort obligation for Beeliners, never a result commitment.
5. If within the terms of the Agreement a time limit is given for the completion of the Agreement, then this is never a fatal deadline.

Article 6. Data Client

1. The Client shall ensure that all data, requested by Beeliners or of which the Client reasonably understands the necessity for the performance of the Agreement, are in due time provided to Beeliners.
2. The Client is responsible for the accuracy, completeness and reliability of the data provided by him, even if the data comes from third parties, unless provided otherwise regarding the nature of the contract. The Client indemnifies Beeliners for all damages resulting from incorrect or incomplete (provided) data.
3. If the data required for the execution of the Agreement is not timely or not fully provided to Beeliners, Beeliners has the right to suspend the execution of the Agreement and/or claim additional costs from the Client resulting from the delay, according to the usual rates.

3. Beeliners shall not be liable for damage of whatever nature caused by the fact that Beeliners is provided with incorrect and/or incomplete data by the Client, unless Beeliners should have been aware of this error or omission.
4. In the case of electronic transmission of information-including, but not limited to, tax returns, annual accounts, reports - of (and commissioned by) the Client by Beeliners to third parties, the Client is regarded as the party that signs and sends the relevant information.
6. On first written request from Client Beeliners will return the original, supplied, information to the Client.

Article 7. Fees and costs

1. The work carried out by Beeliners will be charged to the Client on the basis of time spent and costs incurred, unless the parties expressly agree otherwise, such as the payment of a fixed price. Payment of the fee does not depend on the results of the work unless otherwise agreed in writing. Travel time and expenses for the activities are charged separately.
2. In addition to the fee and costs incurred by Beeliners, the costs of third parties engaged by Beeliners will be charged.
3. Beeliners has the right to ask the payment of an deposit (advance payment) by the Client. Not paying the deposit gives Beeliners the right to (temporarily) suspend the work.
4. If after the conclusion of the Agreement, but before the command is executed, fees or prices change, Beeliners has the right to adjust the agreed rate, unless expressly agreed otherwise.
5. If this is required then the VAT (Dutch: BTW) will be charged separately to the Client.

Article 8. Payment

- 1 All payment to Beeliners are due within 14 days after the invoice date. The Client is not entitled to any deduction, discount, suspension or set off unless otherwise agreed. The day of payment is the date the amount due is credited on the bank account of Beeliners..
2. If Client fails to pay within the period mentioned in article 8 sub 1, the Client shall be in default by operation of law and from that moment Beeliners is entitled to legal (commercial) interest (Dutch: wettelijke rente voor handelstransacties). The height of the collection costs are established by Beeliners as follows: the Client forfeits to Beeliners an interest rate equal to one per cent (1%) per month in case of non or late payment of an invoice. For purposes of calculating the length of the interest-bearing period parts of a month count as a full month. The Client is also liable for all collection costs, both judicial and extrajudicial, with a minimum of 15% of the amount not paid in time.
3. Beeliners has the right to use the payments made by Client first to the reduction of the costs, subsequently to the reduction of the interest due and finally to the reduction of the principal amount and accrued interest.
4. Beeliners has the right to use all money paid by the Client, including advances and payments on dissolved Agreements, to compensate the amount payable under paragraph 2.
5. In case of a joint Command the Clients will be jointly and severally liable for the payment of the invoice amount, the interest due and costs.
6. If the financial position or the payment behavior of the Client gives rise for concern , such to the opinion of Beeliners, or if the Client fails to pay a deposit (advance payment) or an invoice within the time set by Beeliners then Beeliners is entitled to demand from the Client, that (additional) security is given, without delay, in a form determined by Beeliners. If Client fails to provide the required security JMMA shall then be entitled, without prejudice to its other rights, to suspend the further execution of the Agreement. In such case all amounts to be paid to Beeliners for whatever reason are immediately due and payable..

Article 9. Failing in the fulfilment

1. If one of the parties fails to fulfil one or more of its obligations from the Agreement, the other party shall give notice of default, unless fulfilment of the obligation is permanently impossible, in which case the negligent party is immediately in default. The notice of default shall be done in writing and shall offer the negligent party a reasonable period to still fulfil the obligations. This period has the character of a fatal deadline.
2. If the Client does not fulfil the obligations under the contract, does not fulfil them properly or in time Beeliners is entitled:
 - a. Suspend delivery of outstanding orders, including Services; or
 - b. To dissolve the Agreement. The Client shall return already delivered goods at the first request of Beeliners. The cost and risk of returning will be borne by the Client.

Article 10. Retention of title (reservation of property) and compensation

1. All prototypes, reports, advices, products and intellectual property rights delivered by Beeliners, of which it has been agreed upon that the property rights will be transferred to the Client, nevertheless, remain property of Beeliners, until the Client has completely fulfilled all his payment obligations towards Beeliners.
2. The payment obligations as mentioned in the previous paragraph:
 - all due and not due payment obligations under any Agreement concluded with Beeliners to deliver Services or products;
 - all claims in respect of the failure in the fulfilment of any contract entered into with Beeliners.
3. The Client shall pay Beeliners, as compensation for damage(s), an amount in cash equal to the economic damage caused by the non-compliance by the Client of any (financial) obligation towards Beeliners, including depreciation, whether or not as a result of non-marketability, of the products delivered by Beeliners.
4. Beeliners has the right to use all money paid by the Client, including advances and payments on dissolved Agreements, to compensate for damages as mentioned in this article owed by the Client to Beeliners.
5. The Client is not entitled to establish any security right on the delivered products as long as the present retention of title (reservation of property) applies. If third parties seize the goods delivered under reservation of property the Client is obliged to notify Beeliners thereof immediately.
6. The provisions of this article shall be without prejudice to the rights of Beeliners to claim (additional) damages and to set (other) remedies.

Article 11. Term

1. If between the Client and Beeliners a period/date has been agreed in which the command should be carried out and the Client fails: (a) to comply with a prepayment-if agreed-or (b) to make available the necessary documents timely, fully and into the desired shape, then Client and Beeliners will renegotiate on a new deadline/date within which the command should be carried out.
2. Time limits within which the work should have been completed, are only to be regarded as a fatal deadline if expressly and explicitly agreed between Client and Beeliners (in writing).

Article 12. Liability

1. Assignments submitted to Beeliners are exclusively performed for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed, and, more generally, to the way in which the work whether or not has been carried out.

2. Any liability of Beeliners resulting from its work, is limited to the amount or the amounts provided by the indemnity insurance of Beeliners. Under a reason referred to in the previous sentence is also understood an omission. In the event that for some reason no benefits under the said insurance will take place, any liability is limited to compensation for direct damage and limited (maximized) to the invoices send by Beeliners specifically in relation to the relevant (part-)command in the relevant year, exclusive of VAT (Dutch: BTW).
3. In the case of contracts for a longer duration, Beeliners's liability is limited to the amount charged to the Client for the last three months of the period immediately preceding the month during in which Beeliners became liable. Beeliners shall in no event be liable for any acts or omissions of third parties. Applicability of article 6:76 of the DUTCH CIVIL CODE (Dutch: Burgerlijk Wetboek) is therefore excluded. Direct damage shall be understood to be exclusively:
 - a. the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions.
 - b. any reasonable costs made to match the performance of Beeliners with the Agreement, unless Beeliners can't be held responsible for the (poor) performance of Beeliners.
 - c. reasonable costs incurred to prevent or limit the damage, to the extent that the Client demonstrates that these costs have led to the limitation of direct damage as meant in these terms and conditions.
4. Beeliners shall in no event be liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business stagnation, not timely or not properly doing by Beeliners and damage as a result of (contractual) penalties, including fines for failing to pick up any (on) delivery time.
5. All claim rights and other powers towards Beeliners, for whatever reason, will expire a year after the service has ended and also if it is not submitted in writing to Beeliners within one month from the moment the Client was known, or reasonably could be known, with the facts on which he bases his rights and powers.
6. The Client shall be obliged to indemnify Beeliners for any claims by third parties which are directly or indirectly related with the behavior of Beeliners and the Client is obliged to reimburse Beeliners to the reasonable costs of defense against such claims.
7. Beeliners will take the necessary care with involving third parties for the execution of the command. Mentioned involvement is always the responsibility of the Client. Beeliners is never liable for any failure of such third parties. An exclusion of liability also applies to damages caused by equipment, software, data files, registers or other matters, no exclusions, as well as for damages caused by computer viruses and by intercepting audio and/or data transmissions of telephone, fax, e-mail or (other) data traffic, used by Beeliners in the execution of the command.

Article 13. Force majeure

1. In these terms and conditions under force majeure shall be understood -in addition to the law and jurisprudence-, unforeseen, long term illness from the staff of Beeliners and all external causes, foreseen or not foreseen, out of the influence of Beeliners but which prevents Beeliners to meet its (contractual) obligations.
2. Beeliners also has the right to invoke force majeure if the circumstance which prevents (further) fulfilment occurs after Beeliners should have fulfilled its commitment.
3. In case of force majeure Beeliners's obligations are suspended. If the period of suspended obligations lasts longer than two (2) months, both parties are entitled to dissolve the Agreement without any obligation to pay compensation.
4. Force majeure by Beeliners referred to in the previous paragraph shall in any case mean (a situation resulting from):

- a. not, not timely or not properly delivered products or Services by third parties (including a performance by the Client) relevant to the products or Services delivered by Beeliners;
 - b. strike, labour dispute, shortage of labour, fuel, electricity, commodities or stocks;
 - c. malfunctions or accidents in traffic;
 - d. Government measures or embargo that prevent Beeliners to fulfil its obligations;
 - e. riots, war, social unrest;
 - f. extreme weather conditions;
 - g. fire, flood, natural disaster;
 - h. import, export and/or transfer prohibitions.
5. If at the time of the commencement of force majeure Beeliners has met part of its obligations, or can only partially meet its obligations, Beeliners shall be entitled to separately invoice already executed work or the executable part of the work and the Client is obliged to pay this invoice as if it were a separate Agreement. This shall not apply, however, if the already executed work or the executable part of the work has no independent value.

Article 14. Secrecy and protection (personal) data

1. Parties are required to maintain the confidentiality of all confidential information received in the framework of their Agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if this results from the nature of the information.
2. All (personal) data provided by the Client to Beeliners will be processed in accordance with the law, the applicable codes of conduct and generally in a decent and careful way.
3. The collected and processed (personal) data will be treated confidentially and not passed on to third parties, unless this is necessary for the proper execution of an Agreement concluded between the Client and Beeliners or if Beeliners is required to pass on such information to a third party (authority) according to a statutory provision or a judicial decision and Beeliners can't rely on a legal or by the competent court recognized or permitted right of refusal, in which case(s) Beeliners is not required to pay damages or compensation to the Client.

Article 15. (Intellectual) Property

1. Without prejudice to the provisions in these general conditions, Beeliners reserves the rights and powers to which it is entitled under the Copyright Law.
2. All documents provided by Beeliners, such as Agreements, reports and advices are for internal use by the Client only and may not be reproduced, made public or passed on to third parties without prior consent of Beeliners.
3. Unless explicitly agreed otherwise, Beeliners reserves the intellectual property (rights) on all provided materials and rights, such as designs, illustrations, drawings, sketches and prototypes.
4. Designs, illustrations, drawings and sketches provided by Beeliners must be returned at the first request without delay, without prejudice to other legal measures provided to Beeliners to preserve its rights.
5. The Client shall not -by any means- reproduce, publish, exhibit or exploit materials of which Beeliners holds the intellectual property rights, unless with consent of Beeliners.
6. Beeliners reserves the right to reuse the knowledge gained by the execution of the Agreement with the Client for other purposes, in so far as it does not pass on confidential information of the Client to third parties.

Article 16. Applicable law and choice of forum

1. All Agreements with Beeliners are subject to Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

2. All disputes - including those, which are considered as such only by one of the parties - which arise from an Agreement to which these conditions apply in whole or in part, or other Agreements which are the result of such an Agreement, shall be settled by the competent court in the District of the place of establishment of Beeliners, unless a mandatory statutory provision states otherwise. This is without prejudice to the fact that Beeliners and the Client can opt for the dispute settlement through independent arbitration.
3. If one of the parties believes there is a dispute and wants to go to court, then he will inform the other party in writing with a description of the dispute.