

General conditions for the provision of services by Lengkeek B.V.
Established in Rotterdam, Amsterdam, Zwolle and Eindhoven

1 Definitions.

In these general conditions the following definitions apply:

- 1.1 Lengkeek: Lengkeek B.V., established in Rotterdam, Amsterdam, Zwolle and Eindhoven, registered with the KVK Netherlands Chamber of Commerce under number 08104729.
- 1.2 The client: The contracting party of Lengkeek B.V.
- 1.3 Sans-prejudice: Without recognition of policy cover and/or liability.
- 1.4 External experts: Third parties contracted by Lengkeek B.V. which engage in the performance of (a part of) the contract concluded between Lengkeek B.V. and the client.

2 General.

- 2.1 These general conditions apply to (the formation and performance of) all contracts between the client and Lengkeek, as well as to anything occurring as a result of it or in connection with it, unless otherwise has been agreed in writing prior to the formation of a contract.
- 2.2 The client agrees that Lengkeek has the contract performed under its responsibility. The applicability of Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- 2.3 A reference in these General Conditions to "the client" includes all clients who have given an instruction jointly, as well to its or their authorized representatives.

3 Loss adjustment instruction.

- 3.1 Unless otherwise has been expressly agreed at the time of giving the instruction, or if the nature of the instruction provides otherwise, a loss adjustment instruction always includes:
 - (a) assessing /estimating the damage to or in the object or with respect to the incident designated by the client;
 - (b) investigating the nature and cause or causes of the damage;
 - (c) "sans prejudice" coordinating the amount or amounts of the claim with other parties or their authorized representatives.

4 Additional instructions.

- 4.1 In addition to the loss adjustment instructions referred to in Article 3, other or additional instructions may be given to Lengkeek, such as instructions for performing valuations, preliminary valuations, preliminary inspections of construction projects, technical inspections, further technical investigations, value reports, or instructions for having recourse, giving advice, performing supervisory activities, etc.
- 4.2 A reference in these General Conditions to an "instruction" includes both the loss adjustment instruction and the other and additional instructions, as referred to in paragraph 1 of this article.

5 Obligations of Lengkeek.

- 5.1 Lengkeek shall perform the instruction to the best of its ability and knowledge, accurately and unbiased.
- 5.2 Lengkeek is obliged to maintain confidentiality towards third parties regarding all it is made aware or becomes aware of upon acceptance of the instruction and during its performance, as well as regarding its report to the client, except where this is departed from in consultation with the client.
- 5.3 Lengkeek guarantees that employees belonging to its company whom it deploys in the performance of the instruction will act in accordance with Articles 5.1. and 5.2.

6 External experts.

- 6.1 If and insofar as this is desirable for the purpose of the proper performance of the instruction, Lengkeek may be assisted by one or more external experts, subject to the contract between the client and Lengkeek and after consultation with the client. The costs of these experts shall be borne by the client. Lengkeek will endeavour to ensure that such external experts undertake to also comply with the provisions of Article 5.

7 Data and information from the client.

- 7.1 Upon giving the instruction or as soon as possible thereafter, the client shall provide Lengkeek with all data and information needed for the proper performance of its duties.
- 7.2 Lengkeek will not be responsible for the accuracy of the data and information provided by the client.

8 Reporting.

- 8.1 Upon completion of performance of the instruction, Lengkeek shall submit a (written) report on its findings to the client.
- 8.2 The client shall treat all confidential information it receives in respect of Lengkeek strictly confidentially and not use it at or with respect to third parties without prior consultation with the management of Lengkeek.
- 8.3 Until the time of payment of the invoice, the ownership of the report is vested in Lengkeek and the client may not use it or make it available to third parties until the invoice has been paid.

9 Termination and retention obligation.

- 9.1 The work of Lengkeek ends with the submission of the final report on the instruction accepted by it, subject to early termination.
- 9.2 For a reason or reasons deemed urgent by Lengkeek, Lengkeek may terminate the further performance of an already accepted instruction without obligation to pay compensation for any loss suffered as a result. The client shall pay Lengkeek for costs already incurred and work already performed after receipt of a (written) report on the work already performed.
- 9.3 Lengkeek shall retain all information, correspondence, documents and similar records relating to the acceptance and performance of the instruction for a period of five years after submission of the final report, unless otherwise has been agreed. The materials obtained within the framework of the instruction will be retained for up to one year after submission of the final report.

10 Invoice.

- 10.1 Invoices of Lengkeek, including interim invoices, shall be paid within 14 days after the invoice date, unless the parties have agreed otherwise in writing.

11 Liability.

- 11.1 The liability of Lengkeek towards clients and third parties for loss arising from or relating to the performance of an instruction shall always be limited to the amount to which it is entitled in the relevant case on the basis of its professional liability insurance, plus the amount of the excess under the relevant policy or policies.
- 11.2 Lengkeek will never be liable for the consequences of errors, insofar as they are attributable to an external expert contracted in consultation with the client, as referred to in Article 6.

12 Indemnification.

- 12.1 The client shall indemnify Lengkeek against any claims by third parties, both in respect of the performance of the instruction and in respect of the report issued by Lengkeek.

13 Applicable law and competent court.

- 13.1 The contractual relationship between the client and Lengkeek is governed exclusively by Dutch law.
- 13.2 The Dutch court has exclusive jurisdiction to hear disputes between the client and Lengkeek.