

GENERAL TERMS *AND CONDITIONS*

CONCEPTIONAL B.V.

VERSION 1.0 · EFFECTIVE DATE: 29 JULY 2026 · GOVERNING LAW: THE NETHERLANDS

DOCUMENT CONTROL	
Document	General Terms and Conditions
Owner	Conceptional B.V.
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A controlled legal document prepared for use with clients, partners, and contracted service relationships.

ARTICLE 1 — GENERAL

1.1 The following definitions apply in these General terms:

- Client: The party giving the order;
- Contractor: Conceptional B.V.

1.2 Conceptional B.V. performs all its work in accordance with these General Terms, except where explicitly agreed otherwise with the contracting party. These General Terms also apply to all proposals, requests, discussion items, deliveries of equipment and incidental work emerging from Conceptional B.V.

These General Terms also apply to any acceptance by Conceptional of an offer by the Client.

ARTICLE 2 — APPLICABILITY

2.1 These Terms and Conditions apply to the legal relationship between Conceptional B.V. and Client.

2.2 These Terms and Conditions can be changed by Conceptional unilaterally. The modified Terms and Conditions sent by Conceptional B.V. also apply to agreements already concluded.

2.3 Conceptional B.V. expressly denies the applicability of any terms and conditions of the Client.

ARTICLE 3 — CREATION OF THE AGREEMENT

3.1 At the express request of the contracting party, an authorized Conceptional B.V. official may decide to implement the agreement before the signed contract has been received. This will be evident from the written confirmation by Conceptional B.V. to the contracting party, signed by an authorized official. If work has begun at the request of the contracting party without any contract being signed, it is assumed that work is being carried out under authorization at the rates customary for Conceptional B.V.

3.2 Unless otherwise agreed, the agreement is entered into indefinitely.

3.3 All services rendered by the Conceptional B.V. will be performed to the best of its understanding and ability in accordance with the requirements of professionalism.

ARTICLE 4 — INFORMATION PROVIDED BY THE CLIENT

4.1 The Client is required to provide all information and documents Conceptional B.V. believes are required to perform the order correctly, in a timely manner and in the desired form and manner. This information needs to be provided without any financial charges/fees.

4.2 The Client is required to inform Conceptional B.V. immediately regarding facts and circumstances that may be important in relation to the performance of the order.

4.3 The Client warrants the accuracy, completeness and reliability of the information and documents provided to Conceptional B.V., even if such information and documents originate from third parties, inasmuch as it does not emerge otherwise from the nature of the order.

4.4 If and inasmuch as the Client requests, the original documents provided with a formal status, such as notarized deeds, dispositions and government permits, will be returned to the Client, where necessary to support the legitimacy of work performed copies of these original documents will be included in the work files.

4.5 Additional charges and additional fees arising from delays in the execution of the order caused by non-provision, late provision or improper provision of the required information or documents are at the Client's expense. Conceptional B.V. will assess and discuss these additional costs with the Client and will act with reasonableness.

ARTICLE 5 — DISCUSSION ITEMS AND PROPOSALS

5.1 A proposal contains a description of the work in general. An offer includes a proposal and a financial section in which an offer is made that is valid for 30 days, unless agreed otherwise in writing.

5.2 Offers are generally made in writing and signed by an authorized official and are based on the information and specifications provided by the contracting party at the time of the request, whose accuracy and completeness may be assumed by Conceptional B.V.

5.3 Offers made verbally are for indication only and no rights may be derived from them.

5.4 Unless a set amount is agreed for the agreement, work will be performed at rates set annually by Conceptional B.V. If a set amount is agreed on, Conceptional B.V. is permitted to adjust such amounts annually in the case of multi-year agreements using the family consumer price index figure.

ARTICLE 6 — PERFORMANCE OF AGREEMENTS

6.1 Conceptional B.V. determines how and by whom the order granted will be performed, but will consider the desires indicated by the Client as much as possible.

6.2 Conceptional B.V. is fully responsible for the execution of the agreement, unless the offer indicates that it has been submitted on behalf of multiple parties. In that case, the offer will indicate which party is responsible for which part of the execution of the agreement.

6.3 The contracting party warrants timely delivery of the necessary documents and information. If it is agreed that the contracting party will provide employees, the contracting parties will ensure that they are available on time and properly qualified.

6.4 Conceptional B.V. cannot perform and charge work to the Client in excess of what is ordered until the Client had provided prior consent. The permission requirement does not apply if performing additional work is within Conceptional B.V.'s duty of care.

6.5 Conceptional B.V. is entitled to engage additional third parties in the performance of the agreement. Conceptional B.V. will lead third parties on quality, proposed procedures, stipulated regulations, quality and time schedule which are supplied by third parties. Conceptional B.V. is not responsible or liable for products and / or services supplied by third parties, for any errors or inaccuracies obtained from third parties.

6.6 If the Client wishes to involve additional third parties in the execution of the project, this needs to be in full alignment with and upon approval of Conceptional B.V. The provisions of the previous sentence apply *mutatis mutandis* to Conceptional B.V.

6.7 If work is performed by the third parties at the instructions of the contracting party in executing this agreement, Conceptional B.V. will not be responsible for the accuracy of the information, proposed processes, stated conditions for the accuracy of the information from such third parties.

6.8 If certain information must necessarily be obtained from third parties, Conceptional B.V. will not be responsible for the accuracy of the information from such third parties.

6.9 Agreements may be made by the contracting party and Conceptional B.V. regarding the manner and frequency with which the contracting party is informed of the execution of the agreement.

6.10 Disclosure of interim reports may occur only with express reciprocal written consent, unless agreed otherwise in writing previously.

6.11 To perform the agreement in the agreed manner within the set period, Conceptional B.V. will perform all actions that may be expected. If Conceptional B.V. cannot execute the agreement within the set period due to force majeure, said period will be extended in consultation with the contracting party, without releasing Conceptional B.V. in whole or in part from its obligations towards Conceptional B.V.

Conceptional B.V. is required to indicate to the contracting party the factors causing the situation of force majeure.

6.12 Necessary changes to the agreement require the contracting party and Conceptional B.V. to engage in further consultation on the consequences of such necessary changes. The necessary changes must lead to further offer based on the same system and terms as the primary offer. Non-acceptance by the contracting party will result in compensation of the expenses incurred by Contractor in connection with the services pursuant to this Agreement up to the time of Non-acceptance by the contracting party to Conceptional B.V. Contractor shall not be entitled to claim further compensation.

6.13 Foreseeable changes are involved if it was already apparent without further indication of on the basis of other research data available that the research proposal was non-compliant and would have to be modified.

6.14 If changing the structure of the agreement is necessary and such change is not foreseeable, this will also have consequences for the scope of work, stages of work, method, analysis or reporting, which not only affects the costs but also the deadlines to be considered. If an adjustment is foreseeable, with comparable consequences, limitation of any consequential damage by modifying the structure or any other measure will need to be examined, in consultation with the contracting party.

ARTICLE 7 — INTERIM TERMINATION OF AGREEMENTS

7.1 Conceptional B.V. has the right to terminate this Agreement prematurely if Conceptional B.V. believes that the agreement can no longer be executed in accordance with the original agreements and any subsequent specifications. Conceptional B.V. must inform the Client in writing and with clear motivation.

ARTICLE 8 — CONCLUSION OF AGREEMENTS

8.1 Conceptional B.V. engages to present the draft of the final results of the work performed to the contracting party within the deadline set out in the offer, taking into account the terms of article 6.11. The contracting party will present comments to Conceptional B.V. within 30 days from that date. Ultimate responsibility for the content and final editorial responsibility lies with Conceptional B.V.

8.2 Client shall be permitted to use, reproduce, modify, change or share any documents including but not limited to concepts, presentations, written reports, tables, advice rendered or issued and delivered to Client by Contractor for use within its own organization without requiring any further consent of Contractor.

ARTICLE 9 — CONFIDENTIALITY

9.1 Unless there is a Legal or professional duty of disclosure, the contracting party must maintain complete confidentiality regarding the content of reports, recommendations, proposals, offers or other expression, written or otherwise, and will not bring such to the attention of third parties except with the express written consent of Conceptional B.V. Conceptional B.V. will also ensure that third parties cannot view the content indicated in the preceding sentence.

9.2 Except with the consent of the Client, Conceptional B.V. is not entitled to use the information provided by the Client for a purpose other than that for which it is obtained. There is an exception to this in the event that Conceptional B.V. acts for itself in a disciplinary, civil or criminal case in which such documents may be important.

9.3 Conceptional B.V. will impose its obligations under this article on third parties that it hires.

ARTICLE 10 — INTELLECTUAL RIGHTS / PROPERTY

10.1 Without prejudice to the article 8.2. above. Copyright, more generally intellectual property rights to proposals, offers, reports or other final products, is held by Conceptional B.V., including for tools developed as part of the agreement (such as questionnaires, protocols, software, etc.).

10.2 The Client is expressly forbidden to duplicate products, including computer programs, system designs, way-of-working scheme, advices, (model)contracts and other products created by Conceptional B.V., in the broadest sense of word, with or without third parties, to disclose, to exploit, unless these products are expressly (and agreed upon in writing) created for reproduction, disclosure and/or exploitation. Disclosure can therefore only be made after obtaining permission from Conceptional B.V. The Client has, of course, the right to multiply the documents for use in his own organization, as appropriate within the purpose of the assignment, in event of an interim termination of the agreement, the foregoing shall apply accordingly.

10.3 Obtained information is and will be property of Conceptional B.V.

10.4 The Client is not permitted to provide resources for said products to third parties except to obtain an expert opinion regarding the work of Conceptional B.V..

10.5 The Client agrees that any information and/or otherwise by the Client provided documents that are made available in connection with the execution of the agreement do not relate to third party intellectual property rights, at least by the use of these data/documents, no infringement of third party intellectual property rights occur.

ARTICLE 11 — FEE

11.1 If, after the creation of the agreement but before the order is carried out in full, wages and/or prices undergo a change, Conceptional B.V. will be entitled to adjust the agreed rate accordingly, unless the Client and contractor have made other agreements thereon.

ARTICLE 12 — BUDGET, CLAIMS AND FINAL SETTLEMENT

12.1 Payment by the Client must occur, without deduction, discount or settlement of debts, within the agreed deadlines, no later than fourteen days from receipt of the invoice. Payments must be made in Euros, excluding VAT (high rate), unless the agreement stipulates that the agreement is excluded from VAT liability, by transfer in favor of Conceptional to a bank account designated by Conceptional. Issues against the amount of the submitted declarations do not suspend the payment obligation.

12.2 If the Client has not paid within the period stated in 12.1, Conceptional B.V. will be entitled, having ordered the Client at least once to pay, to charge the Client statutory interest (6%) from the due date until the date of full payment.

12.3 All reasonable Legal and extra-legal costs, including collection, incurred by Conceptional B.V. as a result of non-compliance by the Client with its payment obligations, will be at the Client's expense.

12.4 If an order given is cancelled or if an agreement is terminated early by the contracting party, costs actually incurred by Conceptional B.V. only up to the date of termination or cancellation will be charged to the contracting party and settled provided that Contractor provides adequate documentation and records supporting these costs to Client.

ARTICLE 13 — PARTIAL, LATE OR IMPROPER FULFILMENT

13.1 The Client can no longer claim negligence on the part of Conceptional B.V. unless it had reported such to Conceptional B.V. in writing within 30 days after it discovered the shortcoming.

ARTICLE 14 — APPLICABLE LEGISLATION AND JURISDICTION

14.1 This Agreement shall be governed by, construed in and enforced in accordance with Dutch law. The applicability of the Vienna Sale Convention is ruled out.

14.2 In the event of a dispute, controversy or claim by and between Client and Contractor arising out of or relating to this agreement or matters related to this Agreement, the parties shall first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice by letter to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority shall meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the parties may bring suit in any court of competent jurisdiction in the Netherlands.

ARTICLE 15 — EXONERATION

15.1 Conceptional B.V. cannot be held accountable for damage to the Client which is directly or indirectly due to compliance, non-compliance or otherwise relates to the execution of the agreement by Conceptional B.V., unless there is intent and/or recklessness on the part of Conceptional B.V.

15.2 Client will indemnify Conceptional B.V. for all damage, including legal costs, that Conceptional B.V. suffers and/or has suffered as a result of agreements of third parties related to compliance, non-compliance or otherwise related to the execution of the agreement by Conceptional B.V. or Client, unless there is intent and/or recklessness on the part of Conceptional B.V.

ARTICLE 16 — PRIVACY POLICY

16.1 Conceptional B.V. processes personal data in accordance with the applicable legislation in terms of the European privacy protection law (GDPR). Our Privacy policy is accessible at any time on our website.

ARTICLE 17 — RECRUITMENT OF CONCEPTIONAL STAFF AND THIRD PARTY SERVICE PROVIDERS

17.1 Client or any of its affiliates is not allowed to recruit, employ or commission any employee of Conceptional who has rendered services to the client in accordance with this Agreement (whether working for Conceptional through a labour agreement or freelance-construction) in the first 12 months after conclusion of the project, without prior approval of Conceptional.

17.2 Client or any of its affiliates is not allowed to commission third party service providers of Conceptional in the first 12 months after conclusion of the project, without prior approval of Conceptional.