

**GENERAL TERMS AND CONDITIONS** of the private limited company Vice Versa Wasstraat/Krattenwasserij B.V. ("Vice Versa"), established at IJsselstraat 3 in 5347 KG Oss, The Netherlands, filed on [18-09-2025] with the Registry at the District Court of Rotterdam under number [25/2025].

## **1 – General**

- 1.1 These General Terms and Conditions apply to all quotations, orders and/or Agreements between Vice Versa and its customer regarding the washing of crates and/or the provision of other related services. Deviations from or amendments to these General Terms and Conditions must be confirmed in writing by Vice Versa and shall only apply to the quotation/order/agreement concerned.
- 1.2 "Customer" means: any (legal) person for whom Vice Versa provides services, including its representatives, agents, legal successors and heirs.
- 1.3 "Agreement" means: the agreement and/or additional or successive agreements concluded between Vice Versa and the Customer.
- 1.4 "Service" means: the washing of crates by Vice Versa under the Agreement as well as any associated and/or other related services provided by Vice Versa.
- 1.5 "Consequential Damage" means, inter alia: trading loss, reputational damage, damage due to business interruption, loss owing to stoppage, loss of profit, loss of income, missed savings, the Customer's loss of use, loss caused by death or injury and/or legal assistance.
- 1.6 "Set Aside" means in Dutch: "ontbinden".
- 1.7 "Force Majeure" means: any circumstances which prevent the performance of the obligation and which cannot be attributed to Vice Versa. The following circumstances are in any event considered Force Majeure, regardless of whether these are or were foreseeable at the time the Agreement was concluded: strikes, blockades, import, export and/or transit bans and other (national or international) restrictive government measures, transport problems, weather conditions, acts of God, natural and/or nuclear disasters, epidemics; pandemics (including COVID-19), riots, sabotage, fire or other disruptions of Vice Versa's business activities, war and threat of war. The above list is not exhaustive.
- 1.8 If Vice Versa has agreed in writing that one or more deviating terms or conditions are applicable, these General Terms and Conditions shall in all other respects remain in full force and effect.
- 1.9 In case of conflict between a translation and the Dutch version of these Terms and Conditions, the Dutch version shall prevail.
- 1.10 The fact that any provision in these Terms and Conditions is held to be invalid does not affect the validity of the other provisions.
- 1.11 If any provision of these Terms and Conditions is declared invalid by a competent court or arbitration tribunal, or is otherwise held to be non-binding, that provision shall be interpreted in such a manner as to remove the conflict or invalidity. The other provisions of these General Terms and Conditions shall remain in full force and effect.
- 1.12 The applicability of general terms and conditions used by the Customer is expressly rejected.

## **2 - Agreement**

- 2.1 All offers, quotations and estimates given by Vice Versa are without obligation, unless expressly stated otherwise.
- 2.2 If the Agreement is concluded in writing, it will come into effect on the day on which it is signed by Vice Versa, on the day on which Vice Versa sends the written order confirmation, or on the day on which Vice Versa starts performing the Agreement. For all activities for which no agreement is concluded or no order confirmation is sent, the invoice serves as order confirmation and is deemed to accurately and fully reflect the Agreement.
- 2.3 Verbal promises made by and arrangements agreed with Vice Versa employees are only binding on Vice Versa if they have been confirmed in writing by authorised representatives of Vice Versa.

## **3 - Payment**

- 3.1 All payments by Customer are due within thirty (30) days from the invoice date, by transfer of the amount due to the bank account stated on the invoice, unless otherwise agreed in writing and confirmed in the order confirmation.
- 3.2 The Customer shall in no case be entitled to any discount and/or set-off and/or to suspend payment.
- 3.3 If the Customer fails to comply with the payment obligation referred to in article 3.1 of these General Terms and Conditions, Vice Versa shall be entitled to Set Aside or suspend the Agreement with the Customer in whole or in part. In the event of Setting Aside or suspension as referred to in this provision, the Customer shall be fully liable for all loss or damage suffered and to be suffered by Vice Versa. In addition, and without prejudice to Vice Versa's other rights, the Customer shall owe the statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code on (the outstanding part of) the invoice amount, accruing on a monthly basis from the day the payment term was exceeded until the time of full payment of the invoice amount.
- 3.4 All (extra)judicial collection costs incurred by Vice Versa as a result of the Customer's failure to comply with its payment obligations shall be payable by the Customer.
- 3.5 Vice Versa is entitled to index the prices for its Services annually according to the NEA (*Nationale Energie Efficiency Index*) and the report Cost Developments in Transport Related Activities (*Kostenontwikkeling Transport aanverwante activiteiten*).

#### **4 - Performance of the Services**

- 4.1 If Vice Versa specifies or agrees a deadline for completing its Services, this shall only be an approximate and not a firm date. Vice Versa shall not be in default by the mere exceeding of the specified or agreed deadline. In all cases, i.e., even if the parties have expressly agreed a deadline in writing, Vice Versa shall not be in default for exceeding the deadline until it has been held in default by the Customer in writing.
- 4.2 The Customer is obliged to take delivery of the crates on the announced day. In case of non-compliance with this obligation, Vice Versa shall store the crates in its warehouse or (have them stored) elsewhere. The costs associated with such storage shall be payable by the Customer.

#### **5 - Inspection**

- 5.1 The Customer is obliged to inspect the crates immediately after Vice Versa has performed the Services, or in any event as soon as possible after they are made available to the Customer. Any complaints about the Services provided, including the washing of crates, must be immediately submitted to Vice Versa by the Customer in writing. If the Customer does not submit substantiated complaints in writing within eight (8) days of the crates having been made available, Vice Versa shall be deemed to have properly performed its Services.

#### **6 - Liability**

- 6.1 Vice Versa's liability is limited to the market value of a crate, with a maximum of €4 per crate. Vice Versa's liability for each event or series of events with one and the same cause of damage shall at all times be limited to the invoice value for the Services it has performed as part of the order.
- 6.2 Vice Versa shall in no event be liable for full or partial loss, damage, defects, delays or obstruction in the performance of the Agreement, where this is due in whole or in part to:
  - a) an intrinsic defect to or quality issue regarding the crates;
  - b) Force Majeure;
  - c) any acts or omissions on the part of the Customer or any of his subsidiaries, employees, agents, customers, suppliers or contract parties.
- 6.3 Vice Versa's liability shall at all times be limited to direct damage. Vice Versa's liability for Consequential Damage is expressly excluded.
- 6.4 The Customer agrees to indemnify Vice Versa against any third-party claims for loss or damage in connection with the Services provided by Vice Versa.
- 6.5 Limitations and/or exclusions of liability do not apply insofar as the loss or damage is the result of intent or deliberate recklessness on the part of the Vice Versa management.

## **7 - Insurance**

- 7.1 The Customer is obliged to take out and at all times maintain insurance with a reputable insurer for the risk of damage to and/or loss of crates.

## **8 – Suspension, Setting Aside and Force Majeure**

- 8.1 If the Customer does not, or not properly or in time, comply with any obligation under the Agreement or these General Terms and Conditions, or if it files for suspension of payments, is granted (provisional) suspension of payments, files a bankruptcy petition, receives a notification of demand of bankruptcy, or in case of the winding up, liquidation or cessation of (part of) its business, Vice Versa shall, without prejudice to its other rights and without any obligation to pay damages, be entitled, without notice of default or judicial intervention:
- a) to suspend the performance of the Agreement until sufficient security has been provided for payment of all that the Customer owes Vice Versa; and/or
  - b) to Set Aside any Agreement with the Customer in whole or in part;
- all of the above without prejudice to the Customer's obligation to pay for any Services already performed by Vice Versa and without prejudice to Vice Versa's other rights, including the right to damages.
- 8.2 If Vice Versa is prevented from performing the Agreement due to Force Majeure, Vice Versa shall be entitled to suspend the performance of the Agreement without judicial intervention, or to Set Aside the Agreement in whole or in part, without being liable to pay any compensation.

## **9 - Limitation Period**

- 9.1 All claims against Vice Versa shall become time-barred one (1) year after the date of the conclusion of the Agreement.

## **10 - Applicable Law and Jurisdiction**

- 10.1 These General Terms and Conditions and the Agreement between Vice Versa and Customer are governed by Dutch law.
- 10.2 All disputes arising from or related to these General Terms and Conditions or the Agreement between Vice Versa and Customer shall be settled exclusively by the District Court of Rotterdam.