

General Terms and Conditions Bee4BIM B.V.

1. General

These general terms and conditions will hereinafter be referred to as the Bee4BIM GTC and will form part of any offer made by Bee4BIM and any agreement concluded with it for the provision of services, unless there is any deviation therefrom by mutual consent between Bee4BIM and its customer. If one or more articles in these general terms and conditions should be wholly or partially null and void or annulled, this will not affect the applicability of the other terms and conditions.

2. Applicable General Terms and Conditions

All work to be performed by Bee4BIM is subject to 'The New Rules 2011, First Revision, July 2013' (hereinafter: DNR 2011). Work involving the execution of works will be governed by the Uniform Administrative Provisions for 1989 (hereinafter referred to as the UAV), unless Bee4BIM indicates otherwise in its offer. The customer is deemed to be familiar with the DNR 2011, the UAV and any annexes. The AV-Bee4BIM, DNR 2011 and the UAV are posted on the website and can be easily consulted, printed and downloaded there. Bee4BIM will, at the client's express request, immediately provide the client with the DNR 2011 and/or the UAV with any annexes free of charge. In the event of any conflict between these conditions and the DNR 2011 and/or the UAV, the Bee4BIM GTC will always prevail.

3. Quotation

A quotation submitted by Bee4BIM may be accepted by the customer for one month after its date, unless the quotation indicates otherwise. A quotation is given on the basis of the legislation and regulations in force at the time when the quotation is submitted.

4. Rates and payment

Bee4BIM is entitled to change its charges. In the event of a wage or price measure taken by or under the law, the change in rates may take effect on the first day of the month following the measure. The client will be notified of rate increases in writing and these will be calculated on the basis of the work to be performed thereafter. Rate increases up to three months after the order has been placed will not be passed on.

Bee4BIM will submit its invoices on a monthly basis, unless agreed otherwise. Bee4BIM is free to send advance statements. (Advance) statements will be paid within thirty days of the date of payment. If Bee4BIM has not received payment, whether or not after a

reminder, it will be entitled to pass on its claim and the customer will also owe the related costs plus turnover tax. Furthermore, the customer will owe all other costs that Bee4BIM has to incur to collect its claim. Payments made by the customer will always first be deducted from the costs and interest owed (in that order) and then from the principal sums, with old claims taking precedence over new ones.

5. Cooperation with third parties

If, in accordance with the provisions of Article 6 of the DNR 2011, Bee4BIM works at the request of the customer with one or more other consulting firms, architects or other third parties, Bee4BIM will not be liable for the part of the assignment carried out by these third parties unless and insofar as Bee4BIM has expressly accepted this liability in writing.

In these cases, the client will be responsible for the information to be provided to Bee4BIM by these third parties.

If, in the context of the performance of an assignment given to it, Bee4BIM itself engages one or more other agencies or experts, Bee4BIM will be liable for the part of the assignment performed by such third party or parties insofar as that third party or parties is liable to Bee4BIM.

6. CAR insurance

Bee4BIM will not take out CAR insurance for the work, unless this has been expressly agreed. Bee4BIM recommends that the customer take out a CAR insurance policy or similar insurance policy for works for which this is possible. If an insurance as referred to above is taken out, the customer undertakes to include Bee4BIM as a co-insured in the policy under primary cover.

7. Work in the field

With regard to work to be carried out in the field, research and inventories, if access to plots of land is necessary, permission must be granted or obtained from the customer. Any loss for Bee4BIM resulting from failure to obtain such permission or failure to obtain it in good time will be borne by the customer.

Furthermore, Bee4BIM shall not be liable for damage, whatever the cause, to the customer's property or that of third parties during or in connection with the performance of its work, unless there has been intent or gross negligence on the part of Bee4BIM's employees. The customer shall indemnify Bee4BIM

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against all claims by third parties in connection with the aforementioned damage.

8. Provision of data, transmission and use of documents

The customer guarantees that the information to be provided by him/her will be timely, complete, current and correct. Costs resulting from a delay in the provision of this information and, in general, from stagnation through no fault of Bee4BIM's, will be borne by the customer.

Transmission of documents or other data carriers (including drawings) by Bee4BIM will take place at the customer's risk. Reports, records, documents, cost statements and the like prepared by Bee4BIM may be used by the customer only for the purpose for which they have been prepared. The customer is authorised to make (research) reports available to third parties only if this has been expressly agreed in writing.

9. Monitoring

If the order entails Bee4BIM supervising the execution of a work without daily supervision, Bee4BIM may be liable only for the periods in which, according to the order, it has actually supervised the work.

10. Liability

Bee4BIM's liability will fall under the DNR 2011 and the UAV and will be limited to (a maximum of) the amount paid out by Bee4BIM's insurer in the case concerned. Furthermore, Bee4BIM's liability in connection with the performance of work under the DNR 2011 shall be limited to the nature and extent referred to in the DNR 2011 and under the UAV to the contract sum up to a maximum of €1,000,000.

The client is liable for third-party damage if reports/documents have not been used by the client solely for the purpose for which the agreement between the parties.

11. Confidentiality and use as a reference

The customer and Bee4BIM will treat all information provided by one to the other as confidential, and will use this information only in the context of the performance of the order. Bee4BIM is entitled to use the order as a reference.

12. Staff

During the period of execution of the order and, contrary to Article 12(6) of the DNR 2011, within a year of its termination, the client undertakes not to employ or in any way engage the services of Bee4BIM staff responsible for the execution of the order or to have them carry out work under penalty of an immediately payable fine of the gross annual salary of the employee concerned, without prejudice to the right to recover the damage actually incurred.

13. Data approval

Documents or other data carriers (including drawings) sent by Bee4BIM to the customer for approval will be deemed to have been approved by the customer if the customer does not indicate the contrary in writing unambiguously within two weeks of the date of dispatch.

14. Disputes

In the event of a dispute, the Almelo Civil Court shall have jurisdiction, unless the parties agree to arbitration. The Trading Conditions have been filed with the Almelo District Court under number 20/2020.