

# General Terms & Conditions

governing work performed by HMVT

## Chapter I: General Provisions

### Article 1 : definitions

AV-HMVT 2024	: these general terms and conditions;
HMVT	: Hannover Milieu- en Veiligheidstechniek B.V.;
Assistants	: third parties, not being HMVT, to whom HMVT has outsourced or assigned (part of) the Performance;
Principal	: the natural person or legal entity with whom HMVT, as contractor, enters into an Agreement;
Contractor	: HMVT;
Agreement	: the Agreement between HMVT and the Principal for the delivery of the Performance by HMVT;
Performance	: all agreed-upon activities between HMVT and the Principal, such as (remediation) advice, the execution of remediation work, air purification, water purification, and the rental of remediation installations;
Written	: letter or email.

### Article 2 : Applicability

- 2.1 The AV-HMVT 2024 General Terms and Conditions apply to all legal relationships – and their formation – between the Principal and HMVT, aimed at the delivery of a Performance by HMVT, unless otherwise agreed in writing between HMVT and the Principal.
- 2.2 In the event that the Performance to be carried out by HMVT consists of the execution of remediation work, air purification, and/or water purification, in addition to Chapter I (General Provisions), the provisions of Chapter II (Technical Provisions) of these AV-HMVT 2024 and the Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012 (UAV 2012) apply.
- 2.3 In the event that the Performance to be carried out by HMVT consists of the commercial (stand-alone) rental of installations, in addition to Chapter I (General Provisions), the provisions of Chapter III (Rental Conditions) apply.
- 2.4 In case of conflict between HMVT's offer and the Principal's order confirmation, HMVT's offer prevails over the Principal's order confirmation.
- 2.5 In case of conflict between the offer and the AV-HMVT 2024, the following hierarchy applies:
  - HMVT's offer;
  - AV-HMVT 2024;
  - UAV 2012.
- 2.6 The AV-HMVT 2024 and UAV 2012 can be downloaded from the website [www.hmvt.nl/en/general-terms-and-conditions/](http://www.hmvt.nl/en/general-terms-and-conditions/)

### Article 3 : Offer

- 3.1 An offer made by HMVT is non-binding, unless a term for acceptance is included in the offer. An offer is made based on the laws and regulations applicable at the time the offer is submitted. If the Performance to be delivered by HMVT is increased or expanded due to additional wishes or changed insights of the Principal or due to changes in applicable legal regulations, this constitutes additional work that must be reimbursed by the Principal.

### Article 4 : Rates and Payment

- 4.1 HMVT is entitled to change the rates starting from a new calendar year or if the duration of the Agreement exceeds six months. The rate change will take effect on the first day of the month following the month in which the price change announcement was made. Rate increases will be communicated to the Principal in writing.
- 4.2 The parties will consult immediately if there are possible cost and/or time-exceeding circumstances due to government advice or measures or unexpected market conditions (regardless of nature and extent). HMVT will strive to minimize the cost-increasing effects and time-delaying consequences of such circumstances as much as possible. If the parties do not reach an agreement on the cost-increasing and/or delaying consequences within two weeks after the first request for consultation, HMVT is entitled to charge reasonable additional costs to the Principal, supported by a justification, and to extend the term for the execution of the Performance by a reasonable period. The Agreement will be adjusted accordingly. This applies only if this situation occurs after the assignment has been granted.
- 4.3 Invoices are submitted digitally by HMVT. HMVT is entitled to submit advance invoices.
- 4.4 Payment must be made no later than 30 days after the invoice date. Failure to make timely payment results in a attributable shortcoming by the Principal. Without requiring a notice of default and without prejudice to its other rights, HMVT is entitled to interrupt or terminate the execution of the Performance and the Principal is obliged to compensate HMVT for damages resulting from the interruption or termination.
- 4.5 The Principal will pay all VAT levied on or in connection with the invoices to HMVT.
- 4.6 The Principal is not entitled to suspend payment of invoices due to a dispute over the invoiced Performance.
- 4.7 The Principal is not entitled to offset amounts owed to HMVT with any claims he has against HMVT or affiliated companies of HMVT for any reason.

### Article 5 : Cooperation with Third Parties

- 5.1 If HMVT cooperates with one or more Assistants at the request of the Principal, HMVT will not be responsible or liable for the part of the assignment performed by these Assistants. In such cases, the Principal is responsible for the coordination between them and for the data to be provided to HMVT by these Assistants.
- 5.2 If HMVT engages one or more Assistants itself in the context of executing an assignment given to it, HMVT will be liable for the part of the assignment performed by these third parties to the extent that these Assistants are liable to HMVT for that damage.

### Article 6 : Terms

- 6.1 The performance period and delivery period are provided for informational purposes and are not binding, unless expressly agreed otherwise between the parties. Delays in execution can never give rise to penalties, compensation, or termination of the Agreement.
- 6.2 In the event of work stoppages (not caused by HMVT), the deadlines mentioned in the offer will be extended accordingly, and any rental prices will remain due for the entire period of the stoppage.

### Article 7 : Provision of Data for Goods and Items

- 7.1 If it turns out that the data provided by the Principal for the assignment are not complete, current, or correct, or if these data are provided too late, or if it turns out that the Principal has data that are important for the assignment but has not provided them, the Principal will pay all costs arising from this to HMVT and compensate any damages.
- 7.2 The Performance may only be used by the Principal for the purpose for which it was created under the Agreement.
- 7.3 The Principal is only authorized to make (research) reports available to third parties if this has been expressly agreed in writing.

### Article 8 : Confidentiality

- 8.1 If data are made available to the Principal, the Principal must treat the provided data confidentially and only use them within the context of the execution of the assignment. In case of violation of this provision, the Principal is liable to pay an immediately due penalty of € 25.000,-.
- 8.2 HMVT is entitled to use the assignment as a reference and for publication purposes.

### Article 9 : Liability

- 9.1 HMVT's liability is limited to direct damage and to a maximum of the contract amount as agreed in the Agreement, the sub-agreement, or amendment agreement, which maximum will not exceed €1.000.000,-. HMVT is not liable for indirect, unforeseeable, and/or consequential damage (such as lost income and profits, production losses, financing costs, loss of customers, loss or damage of data, loss of contracts, supplementary costs, costs that would have been incurred if the assignment had been correctly executed from the start).
- 9.2 The Principal indemnifies HMVT and its employees against claims from third parties related to the execution of the Performance.

### Article 10 : Processing of personal data

- 10.1 The Principal will process personal data, for example, of employees of the Principal and/or HMVT and/or personnel of engaged Assistants, in accordance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (UAVG). Use of these data is only permitted for the delivery of the Performance. Personal data will not be retained longer than necessary for the execution of the Performance.
- 10.2 In the event of any data breaches, the Principal must report this to the HMVT Service Desk within 24 hours of becoming aware of it via +31 513-634717 and [security@anteagroup.nl](mailto:security@anteagroup.nl).

### Article 11 : Personnel

- 11.1 During the period of execution of the assignment and within one year after its termination, the Principal undertakes not to employ or otherwise engage any employees who are employed by HMVT or who are involved in the execution of the assignment, under penalty of a reasonable compensation of at least one gross annual salary, without prejudice to HMVT's right to claim actual damages.

### Article 12 : Intellectual Property and Retention of Ownership

- 12.1 Drawings and other documents provided with an offer from HMVT may not be disclosed, copied, used, wholly or partially imitated, or handed over to third parties without prior written consent from HMVT. Nor may parts of the demonstrated technology be used to improve one's own activities. The relevant documents must be returned to HMVT or destroyed upon first request.
- 12.2 HMVT retains and acquires all intellectual property rights and database rights, as well as all similar rights for the protection of information, regarding products created, results generated, and data arising from the execution of the Agreement.
- 12.3 Insofar as the results of the Performance are achieved using pre-existing intellectual property rights belonging to the Principal, HMVT obtains a non-exclusive, non-terminable, and fully sublicensable right of use of indefinite duration on the data provided by the Principal and the data arising from the execution of the Agreement.
- 12.4 The Principal acquires the right to use the delivered and/or physical results of the assignment only after the Principal has fulfilled all his obligations. HMVT retains ownership of all delivered and yet to be delivered goods until the contract amount has been fully paid.

### Article 13 : Suspension and Termination

- 13.1 If the counterparty fails to fulfil any obligation under the Agreement in a timely manner, or in the event of (provisional) suspension of payments or bankruptcy, HMVT is entitled to suspend and/or terminate the execution of the Agreement in whole or in part without notice of default or judicial intervention, without prejudice to HMVT's right to compensation for non-performance, suspension, or termination. Furthermore, any claim under the Agreement against the Principal becomes immediately due and payable.
- 13.2 If HMVT is unable to fulfil any obligation to the Principal due to force majeure, the fulfilment of this obligation is suspended for the duration of the force majeure situation, with a maximum of three consecutive months. After these three consecutive months, both parties have the right to terminate the Agreement in whole or in part in writing. Force majeure is understood to mean any circumstance beyond the control of the parties that is of such a nature that compliance with the Agreement cannot reasonably be required of HMVT. This includes: strikes, riots, blockades, extreme weather conditions, lack of raw materials, hindrance or interruption of transport possibilities, malfunctions, problems with suppliers, and/or measures by any government agency. HMVT is not liable for any compensation to the Principal if it has been unable to fulfil its obligations due to force majeure.
- 13.3 If the Agreement has already been partially executed, HMVT is entitled to invoice the Principal for the part already performed.

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## Article 14 : Nullity

- 14.1 If one or more provisions of these general terms and conditions or the Agreement are found to be null and void or are annulled by the court, the remaining provisions of the terms and conditions or the Agreement will retain their legal force. The parties will consult on the null or annulled provisions to establish a replacement arrangement. The replacement arrangement will not affect the purpose and scope of the terms and conditions or the Agreement.
- 14.2 Failure to demand compliance with any right or authority will not affect or limit HMVT's rights and authorities, unless HMVT has agreed to this in writing.

## Article 15 : Governing Law and Competent Court

- 15.1 The Agreement and all obligations arising from it are governed by Dutch law.
- 15.2 All disputes between HMVT and the Principal will be submitted to the competent court in Amsterdam.

## Chapter II: Technical Provisions

The provisions of this Chapter II exclusively apply if the Performance to be carried out by HMVT consists of carrying out remediation work, air purification, and/or water purification.

## Article 16 : Field work

- 16.1 The Principal will ensure that permission is granted or obtained for entering the worksite for the execution of the Performance. Any damage to HMVT resulting from the failure to obtain this permission or obtaining it too late is the responsibility of the Principal.
- 16.2 The Principal ensures that the worksite is made available to HMVT in a timely manner and is in such a condition that the Performance can be carried out safely and responsibly.
- 16.3 The presence of obstacles, such as existing cables and pipelines, and their potential impact on the Performance have not been taken into account in HMVT's offer.

## Article 17 : Work site and Facilities

- 17.1 The worksite must be made available to HMVT:
- flat and accessible, without obstacles above, on, or in the ground that could prevent or hinder the execution of the Performance; any obstacles, foreign objects, or substances that delay or impede the progress of the Performance will be removed by or at the expense and risk of the Principal;
  - easily accessible for HMVT's trucks and equipment and Assistants; if improvement of the subsoil or use of dragline mats or driving plates is necessary for proper execution of the Performance, these will be provided, installed, and removed by or at the expense of the Provider.
- 17.2 If difficulties arise during the execution of the Performance due to obstacles such as stones, rock layers, wood, etc., HMVT will immediately contact the Principal for consultation.
- If HMVT requests continuation of the Performance, the Principal is obliged to reimburse all costs of all necessary provisions – even when these are carried out by third parties on behalf of HMVT – including the costs of waiting times.
  - If the Principal does not request continuation of the Performance and if continuation of the Performance is deemed irresponsible by HMVT, either due to a low chance of success or a high chance of incurring disproportionately high additional costs, the Agreement will be partially dissolved without judicial intervention. In that case, the Principal is obliged to reimburse all direct and indirect costs incurred by HMVT with a reasonable profit margin. The Principal cannot make any claims against HMVT for reimbursement of costs, damages, etc., incurred or suffered by him or third parties.
- 17.3 Unless otherwise agreed in writing, the Principal is responsible for:
- availability of sufficient working water within 50 meters of the drilling sites;
  - discharge point(s) for the pumped and possibly purified water within 50 meters of the pumps or purification installation;
  - the necessary connections to electrical power and grounding electrodes of sufficient capacity and complying with the requirements and regulations of the power supplying company and the competent authorities;
  - the electricity, water, and fuels required to maintain the remediation installation;
  - availability of break room, washing, and toilet facilities for HMVT personnel;
  - the necessary space to store materials and place cabins and vehicles on or in the immediate vicinity of the worksite;
  - traffic signalling, site closure, site lighting, surveillance, and security if circumstances necessitate;
  - a telephone connection near the alarm point, in case telephone alarm is applied.

## Article 18 : Result

- 18.1 If the intended result of the Performance is not achieved due to causes other than those mentioned in Article 17 – even if this is due to HMVT's fault – HMVT has the right to re-execute the agreed Performance based on the agreed conditions.
- 18.2 The Principal cannot demand that HMVT remove any equipment and/or materials left in the ground. The Principal cannot claim any compensation from HMVT for any damage and/or costs resulting from the failure to achieve the intended result or from what is left in the ground.

## Article 19 : Guarantees

- 19.1 If HMVT mentions a capacity of a drilling well in its offer, this does not mean that this yield can actually be achieved, as it also depends on the geohydrological conditions.
- 19.2 If the construction of a drilling well or the method of execution of the Performance is prescribed by the Principal, and if the Principal gives instructions during the execution of the Performance, HMVT is only responsible for executing the Performance in accordance with the received prescriptions and instructions.
- 19.3 HMVT will, unless otherwise agreed in writing, never guarantee the achievement of any (remediation) results desired by the Principal, as these also depend on complex soil and chemical parameters and the quality of the preliminary investigation carried out by third parties.
- 19.4 If HMVT has provided guarantees regarding the achievable (remediation) result, this guarantee only applies insofar as the actual contamination situation and soil condition correspond to the contamination situation and soil condition as made available to HMVT in the form of conducted soil investigations.
- 19.5 Remediation installations delivered by HMVT are guaranteed with regard to the specified specifications provided that:
- there are no disturbing parameters that could not be foreseen or for which no data were known;
  - the remediation installations are in good maintenance condition and not

contaminated;

- the malfunction is not due to operating errors.

- 19.6 All delivered installations are guaranteed for six months regarding engines and other moving parts, provided they are used and maintained correctly.

## Article 20 : Operation and Maintenance

- 20.1 If it is agreed that the Principal is responsible for the operation and daily maintenance of the remediation installation(s), he will provide sufficient qualified personnel for this purpose and ensure that everything is done with the utmost care. In this case, the Principal is liable for all damages caused to HMVT's installations and equipment and also for all damages that result from this for the Principal himself, HMVT, and third parties.
- 20.2 Operation and maintenance, unless otherwise agreed and insofar as part of the remediation installation, include:
- regularly changing the oil of engines;
  - maintaining the level of cooling and lubricating fluids;
  - checking the operation of heating elements;
  - checking the condition of batteries;
  - keeping pumps, engines, and electrical switchgear free of sand;
  - regularly test running with reserve installation(s);
  - detecting and reporting malfunctions as well as performing simple repairs;
  - conducting surveys and other observations as required by the work management or deemed necessary by HMVT to gain a good understanding of the operation of the installations;
  - preventing frost damage.
- 20.3 If the Principal is of the opinion that he does not have sufficient insight or knowledge to carry out the tasks described in paragraph 2 of this article, he will notify HMVT in writing.

## Chapter III: Rental Conditions

The provisions of this Chapter III apply exclusively if the Performance to be carried out by HMVT consists of the commercial (stand-alone) rental of installations.

## Article 21 : Rental Period, Delivery/Return, and Transfer of Risk

- 21.1 The rental period starts on the date specified in the Agreement or at the latest at the time HMVT makes the rented item available at the agreed location.
- 21.2 The rental period ends on the date specified in the Agreement. The rented item is handed over by the Principal to HMVT at the agreed location. If no end date has been agreed upon, the Principal can terminate the rental with a notice period of 1 calendar month.
- 21.3 Rental periods continue on Saturdays, Sundays, during holidays, frost periods, and recognized holidays and memorial days. The end date cannot be a Saturday, nor a Sunday, nor a holiday.
- 21.4 The Principal can extend the rental period by notifying HMVT in writing at least fourteen days before the end of the rental period.
- 21.5 If the rental period is not extended in time or the rented item is not returned in time by the Principal, the rental period is automatically extended by fourteen days and a usage fee is charged by HMVT. This does not affect HMVT's right to compensation for damages resulting from late return.
- 21.6 The rented item is deemed to be delivered and the risk thereof transferred to the Principal at the moment HMVT makes the rented item available to the Principal. The Principal ensures that an authorized person will be present at the agreed date and location to receive the rented item.
- 21.7 The Principal is obliged to check the rented item for completeness and sound condition immediately after it is made available to him. The rented item is deemed to be fully and soundly made available unless the Principal immediately reports defects in writing.
- 21.8 At the end of the rental period, the rented item must be returned complete, cleaned, and without defects. After return, the rented item is inspected at HMVT's premises. If the Principal wishes to be present during the inspection, he must indicate this upon return. If damage to the rented item is found during the inspection, the Principal will be notified as soon as possible.

## Article 22 : Retention of Ownership and Security

- 22.1 The rented item remains the property of HMVT at all times. The Principal is not entitled to alter the rented item, give it to third parties for use, alienate, pledge, or otherwise encumber it for the benefit of third parties.
- 22.2 The Principal shall immediately inform HMVT if he is aware of a possible seizure of the rented item, if the rented item is seized, or if any claim is made on (any part of) the rented item.
- 22.3 In the event of seizure of (any part of) the rented item, in the event of (temporary) suspension of payments or bankruptcy of the Principal, he shall immediately communicate the (ownership) rights of HMVT to the seizing bailiff, administrator, trustee, or other involved parties.
- 22.4 In the cases mentioned in paragraphs 2 and 3, the Principal is obliged to immediately return the rented item, and HMVT has the right to access the Principal's premises and buildings to remove the rented item. All costs involved and damages suffered by HMVT shall be borne by the Principal.
- 22.5 If HMVT has good reason to fear that the Principal will not promptly fulfil his obligations, the Principal is obliged to provide sufficient security in the form desired by HMVT upon first request. If the Client fails to do so, HMVT is entitled to suspend the fulfilment of its obligations. Furthermore, in that case, article 22.4 of these conditions applies.

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## **Article 23 : Maintenance Obligations**

- 23.1 The Principal ensures that his personnel and/or other persons who operate or use the rented item on his behalf and/or under his responsibility are familiar with user instructions and/or other manuals to operate or use the rented item competently and correctly.
- 23.2 The Principal is responsible for daily maintenance of the rented item, necessary repairs to maintain the rented item, and avoiding damage or defects. If the required expertise is lacking, HMVT's assistance must be sought, and the costs are borne by the Principal.
- 23.3 The Principal will inform HMVT as soon as possible in case of malfunctions or any damage to the rented item. The costs of repair and damage to the rented item are not included in the rental price and are borne by the Principal if:
- a) the rented item is used incompetently or not according to its intended purpose;
  - b) the Principal has not taken all measures regarding maintenance to prevent malfunctions;
  - c) a malfunction or defect is caused by work carried out by the Principal or third parties on or around the rented item; and/or
  - d) the malfunctions are caused by changes and/or alterations, other than by or on behalf of HMVT.
- 23.4 HMVT is committed to ensuring the proper functioning of the rented item to the best of its ability. Malfunctions are remedied as quickly as possible unless this cannot be required due to the nature of the malfunction.

## **Article 24 : Damage and Liability**

- 24.1 The Principal is obliged to properly insure the rented item and keep it insured throughout the rental period. Upon first request, the Principal will provide proof of insurance to HMVT.
- 24.2 Damage to the rented item or theft/loss of the rented item must be reported to HMVT immediately upon discovery.
- 24.3 The Principal is liable for damage to the rented item and/or its becoming unusable and/or its loss, regardless of whether the cause is covered by the Principal's insurance. The Principal is also liable for other damages suffered by HMVT as a result.
- 24.4 HMVT is not liable for inaccuracies or incompleteness of data provided by manufacturers and/or importers regarding the rented item, nor can HMVT guarantee intended results for which the Principal uses the rented item. HMVT is also not liable for damage to third parties with, by, or in connection with the rented item. The Principal indemnifies HMVT against claims from third parties.