

**General Terms and Conditions** of the private limited liability company **Triple Group & Partners B.V.**, registered with the Trade Register under number 74744526, as well as its operating company **Triple Group Finance B.V.**, registered with the Trade Register under number 27300199, both having their registered offices in Maasdijk.

## CHAPTER 1 GENERAL PROVISIONS

### APPLICABILITY

#### ARTICLE 1

1. Unless otherwise agreed in writing, these General Terms and Conditions shall apply to all our quotations, requests, communications, instructions, assignments, agreements, contracts of sale, contracts for work, and agreements relating to the provision of services, the rendering of advice, including logistical and technical advice, the performance of preliminary, technical and/or experimental and laboratory research, the provision of business management and environmental consultancy services, mediation and guidance in relation to purchase and sale or expropriation, the performance of valuations and determinations, the provision of information and/or business advisory services, and the rendering of advice relating to the construction of buildings and/or structures and architectural services, all in the widest sense of the term, hereinafter referred to as: *the Services*.
2. Any deviations from these General Terms and Conditions shall only be binding if and insofar as they have been expressly agreed in advance, in writing, and on a case-by-case basis.
3. In the event of any conflict between these General Terms and Conditions and any terms and conditions of the client, including but not limited to purchasing or procurement conditions, these General Terms and Conditions shall prevail, unless expressly agreed otherwise and confirmed by us in writing.
4. Sections 7:404 and 7:407, paragraph 2 of the Dutch Civil Code (Burgerlijk Wetboek) shall not apply.

#### Article 5

1. The agreed prices are based on the price level applicable on the date of conclusion of the agreement, including the costs of materials, transport, wages, fiscal charges and other price-determining factors.
2. The remuneration shall be determined at the time the agreement/assignment is concluded. Assignments and/or agreements are never accepted or entered into by us on a “no cure, no pay” basis.
3. If the services deviate from the original assignment, with our consent or as a necessary consequence of circumstances, such deviation shall be charged to the client at the prices applicable at the time the Services are performed.
4. Unless otherwise agreed in advance, the following costs shall be payable in addition to the fee:
  - the actual travel and accommodation expenses incurred by the consultant in connection with the assignment;
  - the costs of copying and reproduction work;
  - costs payable to third parties insofar as such costs are necessarily incurred for the purposes of the assignment.
5. All hourly rates applied by the contractor are exclusive of VAT and are based on the price level of the year in which the agreement was concluded.

6. The contractor shall be entitled to index the hourly rates annually as of 1 January, based on the hourly rates applicable at that time. The indexed hourly rates shall enter into force automatically and shall apply to all Services performed after the date of indexation. Indexation shall not entitle the client to terminate or amend the agreement.

## PAYMENT

### Article 9

1. All costs relating to payment, including but not limited to exchange costs and bank charges, shall be borne by the client.
2. If payment has not been received within fourteen days of the invoice date, the client shall be deemed to be in default by operation of law, and we shall be entitled, without any notice of default being required, to charge interest at the rate of one per cent of the invoiced amount for each period of thirty days or part thereof during which payment remains outstanding after expiry of the said fourteen-day period.
3. Deviating payment terms may be agreed in writing; however, in the event of non-compliance with such terms, the provisions of paragraph 2 of this Article shall automatically apply, without any further notice or declaration being required.
4. Payment of invoice amounts shall at all times be made in full, without any discount, set-off, deduction or suspension.
5. Complaints or claims shall not entitle the client to withhold, delay or set off payment.
6. If, in the event of late payment, we deem it necessary to entrust the collection of our claims to third parties, all costs incurred in this respect shall be borne in full by the client. At our discretion, we may charge the client either for the actual costs incurred by us, or for an amount equal to fifteen per cent of the amount due (principal sum and default interest), to be increased by VAT.
7. We reserve the right at all times to require security for timely payment, both in respect of services already performed and Services yet to be performed.
8. We shall be entitled, if we consider this necessary, to suspend or refrain from performing all assigned or agreed Services for as long as the client has not provided sufficient security for payment.
9. In the event of a jointly commissioned assignment, the clients shall, insofar as the services have been performed for their joint benefit, be jointly and severally liable for payment of the invoiced amount.

## LIABILITY

### Article 11

1. We shall only be liable towards the client for damage suffered by the client as a direct result of culpable shortcomings attributable to us, or to persons in our service, whether natural or legal persons, whose services we engage in the performance of an assignment/agreement, provided and to the extent that such shortcomings could have been avoided under normal circumstances, with reasonable care and a proper professional standard of practice, all subject to the limitations set out in the following paragraphs.
2. We shall not be liable for shortcomings of persons in our service, nor for natural or legal persons whose services we engage in the performance of an assignment/agreement.
3. In determining the amount of damages payable by us, due regard shall be had to the greater or lesser degree of seriousness of the shortcoming giving rise to the damage, in the sense that the amount of compensation shall

be reduced proportionately as the shortcoming is less serious. In assessing the nature of the shortcoming, the consequences thereof shall only be taken into account insofar as such consequences could reasonably have been foreseen by us.

4. We shall not be liable for any damage arising from acts or omissions of the client, contractors or suppliers which are contrary to measures that are directly or indirectly related to our assignment/agreement.
5. The total liability for damages payable by us in connection with an assignment/agreement shall in all cases be limited to ten per cent of the fee/remuneration due to us in respect of such assignment/agreement. Liability for consequential damage and/or loss of business or profits is excluded at all times.
6. If the client demonstrates that damage has been suffered as a result of an attributable error of the contractor which could have been avoided by exercising due care, the contractor's liability for such damage shall be limited to a maximum of one time the amount of the fee invoiced by the contractor in respect of the relevant assignment/agreement during the last calendar year. This limitation of liability shall not apply if the damage is the result of intent or gross negligence equivalent thereto on the part of the contractor or its senior managerial subordinates. Liability for indirect damage, including consequential damage and loss of business or profits, is excluded at all times.
7. We shall be entitled, at our own expense, to limit or remedy the damage.
8. We shall only accept liability for breaches of statutory provisions or infringements of third-party rights if the existence of such provisions or rights is generally known as a matter of law, or if the client has explicitly informed us of the existence of such provisions or rights.
9. The client shall indemnify and hold us harmless against all claims asserted by third parties against us, howsoever arising.
10. Any cost estimates are prepared by us to the best of our ability; however, we shall not be liable if it transpires that measures which are directly or indirectly related to the assignment/agreement cannot be implemented within the estimated costs.
11. If the client transfers the risks associated with any assignment/agreement to a third party by way of insurance, the client shall be obliged to indemnify us against any right of recourse exercised by the insurer.
12. Any liability on our part shall lapse if the client fails to notify us, by registered letter, within one month after any shortcoming as referred to in paragraph 1 has become apparent, of the existence of such shortcoming.
13. We shall not accept any liability whatsoever for goods which we merely pass on or supply through. The supplier shall indemnify us against any claims by the client in this respect.

## LIMITATION PERIOD

### Article 12

1. Unless otherwise provided in these General Terms and Conditions, any claims and other rights of the client, on whatever grounds, against the contractor in connection with the performance of the Services shall in any event lapse after one (1) year from the moment at which the client became aware, or could reasonably have become aware, of the existence of such claims or rights.

## COMPLAINTS

### Article 13

1. Any complaints must be submitted in writing within four days after receipt of the goods or after performance of the Services. The counterparty who has not duly inspected the delivered goods or performed Services for

soundness within four days after receipt shall be deemed to have approved and accepted the delivery or performance.

2. Complaints shall only be considered if the goods are still in the condition in which they were delivered. In case of doubt, the burden of proof in this respect shall rest with the counterparty.
3. If a complaint is deemed well-founded by us, we shall, at our discretion, either repair, replace or refund the goods to which the complaint relates, to the exclusion of any other right of the counterparty to compensation or damages.
4. A complaint shall not suspend or affect the client's payment obligations.

## PRIVACY AND DATA PROTECTION

### Article 22

1. Within the framework of the General Data Protection Regulation (GDPR), we have adopted a policy with respect to the processing of personal data and a privacy statement.
2. We handle personal data of officers and employees of the client confidentially and with due care. Such data shall only be used for the purpose for which it was collected, namely the performance of the assignment.
3. Personal data may include, but is not limited to, name, address, place of residence, telephone number, email address, date of birth, bank account number and vehicle registration number.
4. The data subjects have the right to access, rectify and erase their personal data. In addition, the data subject has the right to withdraw consent for a specific processing activity.
5. If a data subject wishes to inspect his or her personal data, he or she may contact our Data Protection Officer.
6. If the client (or one of its officers) has any complaints or comments regarding the manner in which we process personal data, he or she may contact our Data Protection Officer. The name and email address of our Data Protection Officer are published on our website. If the client (or its officer) is unable to resolve the matter with our Data Protection Officer, he or she may submit a complaint to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

These General Terms and Conditions were filed with the Chamber of Commerce on 8 May 2026.