



General Terms & Conditions Sarawak Nederland BV

This is a translation of the official Dutch language General Terms and Conditions.
In the event of a conflict, the Dutch language version shall prevail.

Article 1: Definitions

In these terms and conditions, the following terms mean:

Sarawak Nederland BV: Sarawak Nederland BV, established and having an office in Alkmaar, registered by number 97078942 in the trade register.

The client: any natural and/or legal person with whom Sarawak Nederland BV consults or enters into an agreement in connection with the work that Sarawak Nederland BV will perform for that client.

The employee: any natural person who, through the intervention of Sarawak Nederland BV, performs or will perform work for the benefit of a client.

The activities: performing Field Marketing & Outsourced sales activities such as: merchandising, outsourced sales teams, sales actions and rounds, demonstrations, promotions, installations, events and / or other sales support activities. Performing Marketing Logistics activities: storing, managing and distributing (marketing) materials and non-core products. Racktime's services are based on improving the presentation, promotion, availability and sale of products and services. This form of service takes place in the field, on the street, on the shop floor, at trade fairs and/or at events.

Assignment: An agreement between Sarawak Nederland BV and the client may include several assignments. An assignment is placed by the client in writing with Sarawak Nederland BV for the execution of the aforementioned work.

Article 2: Applicability

1. By placing an order, the client declares to know and accept these conditions.
2. These terms and conditions apply, to the exclusion of the general terms and conditions of the client, to every offer and every agreement between Sarawak Nederland BV and the client, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
3. If any provision of these terms and conditions is declared legally ineffective, this does not affect the other provisions and the parties are deemed to have agreed on a valid replacement clause that approximates the invalid clause as closely as possible in terms of scope.

Article 3: Offer

1. All offers of Sarawak Nederland BV are always without obligation. An agreement with Sarawak Nederland BV is only concluded if, on the one hand, Sarawak Nederland BV has confirmed an order and/or assignment in writing and, on the other hand, the client has approved the order

confirmation and returned it to Sarawak Nederland BV. All possible agreements or commitments made in advance that have not been accepted in writing by Sarawak Nederland BV will automatically be invalid; any additional agreements to be made later, which deviate from the written agreement, are only valid if they have been confirmed in writing by Sarawak Nederland BV.

2. More work, to be performed at the request of the client and which do not form part of the agreement, will be charged separately by Sarawak Nederland BV to the client.
3. Sarawak Nederland BV is not bound by quotations in which obvious errors or counting errors occur. The manner in which the assignment will be carried out is in principle determined by Sarawak Nederland BV. Sarawak Nederland BV has the right, if deemed necessary or desirable by Sarawak Nederland BV, to have the work carried out in whole or in part by (a) third party(ies), as well as to be assisted by (a) third party(ies) in the work.

Article 4: Rates

1. Sarawak Nederland BV is entitled to increase the agreed price in the interim, if and insofar as unforeseen cost-increasing circumstances (such as VAT / taxes) occur after the conclusion of the agreement, or after sending the offer.
2. All price quotations are exclusive of VAT, which will be charged separately
3. For the deployment of people in the field, a minimum of 4 consecutive hours per Sarawak Nederland BV employee is (re)calculated in the project price for each working day/shift.
4. Purchase of goods for projects are charged 1 to 1 with a surcharge for administration and financing costs.

Article 5: Invoicing and payment

1. Unless otherwise agreed in writing, the following payment arrangement applies: payment within 14 days after (partial) invoice date. The payment must be made in the agreed currency and is made by depositing the amount into a bank account indicated by Sarawak Nederland BV.
2. Sarawak Nederland BV has the right to charge the Client an advance of at least 50% by means of an advance invoice on the basis of the approved quotation. This advance invoice must be paid before the start of the project on the account indicated by Sarawak Nederland BV.
3. The Client's right to set off its claims against the Contractor is expressly excluded, unless the Contractor becomes bankrupt. The full claim for payment is immediately due and payable if:
 - a. a payment term has been exceeded;
 - b. the Client is bankrupt, or is in suspension of payments;
 - c. the Client as a company is dissolved or liquidated;

- d. the Client as a natural person is placed under guardianship or dies.
4. Sarawak Nederland BV has the right to apply a 3% surcharge to invoices, which must be paid when payment of the invoice takes place after the due date of the invoice.
5. Sarawak Nederland BV has the right, if a client does not comply with an agreed payment arrangement, not to execute the agreed assignment or to terminate it prematurely and then the agreement, as cancelled by the client, is considered and the damage is recovered from the client.
6. Payment of additional work takes place as soon as this has been charged to the client and in the same way as other invoices.
7. If the client does not pay on time or in full, he is deemed to be in default or default by operation of law and he will owe Sarawak Nederland BV statutory interest per month or part of a month from 14 days after the invoice date without further notice of default. The interest due in business transactions is equal to the amount of the statutory commercial interest determined in accordance with the Dutch Civil Code (Articles 6:119a and 120(2) of the Dutch Civil Code).
8. In the event of collection of an invoice, Sarawak Nederland BV is entitled to charge extrajudicial collection costs in addition to the statutory interest in accordance with the collection rate of the Dutch Bar Association.
9. If Sarawak Nederland BV is successful in legal proceedings, all legal costs that it has had to incur in connection with these proceedings will be borne by the Client.

Article 6: Intellectual property

1. Racktime retains at all times all rights to data created and collected by it such as reports, plans, documents, images, drawings, software and /or the related information and "know-how".
2. The goods referred to in the previous paragraph may not be copied in whole or in part without the written permission of Sarawak Nederland BV, nor shown, handed over or otherwise disclosed to third parties, nor used or made available by the Client other than for the purpose for which they were provided by Sarawak Nederland BV.
3. The Client indemnifies Sarawak Nederland BV against infringements of intellectual property rights of third parties.
4. Sarawak Nederland BV is at all times entitled to provide the works produced during the assignment with its name and, if desired, to use them for its own promotional purposes.
5. The Client is, subject to the prior written consent of Sarawak Nederland BV, not authorized to record the execution of the work by Sarawak Nederland BV and the third parties / employee engaged by it on film, video, photo or any other future image carrier.

Article 7: Modification and cancellation

1. Changes and/or additions to the agreement/assignment will only be made after explicit written consent of Sarawak Nederland BV.
2. Cancellation must be made by registered mail. If a client cancels the agreement/assignment before or on the agreed start date of an action, he will owe the following cancellation costs as compensation:
- On the start date of the action or during the action: 100% of the agreed amount.
 - Less than a week before the start date of the action: 100% of the agreed amount.
 - Longer than one week but less than two weeks before the start date of the action: 50% of the agreed amount.
 - Longer than two weeks but less than three weeks before the start date of the promotion: 25% of the agreed amount.
 - Longer than three but less than six weeks before the start date of the promotion: 10% of the agreed amount.
3. If there is a change and/or cancellation due to circumstances following an epidemic and/or pandemic (e.g. Covid-19), the client owes the following costs:
- 100% of the costs already incurred such as purchase of goods / materials, storage and shipment of goods / materials, training, project management, IT support, car leasing / rental, telephone / data subscriptions and insurance.
 - For Flex Staffing: in the event of (temporary) termination, 100% (hourly rate) payment applies for the next 5 planned operational days and 0% for the days thereafter.
 - For Fixed Staffing: in case of (temporary) termination, 75% (hourly rate) payment applies for all scheduled hours.

Article 8: Impracticability of the assignment

1. Sarawak Nederland BV has the right to suspend the agreed work if it is temporarily prevented from fulfilling its obligations due to circumstances beyond its control or of which it was not or could not have been aware at the conclusion of the agreement. Delivery or delivery times are never strict deadlines.
2. Shortcomings of suppliers, strikes and work interruptions, weather influences, illness, theft or other ways of loss of materials are in any case circumstances as referred to in the previous paragraph.
3. Sarawak Nederland BV is (all the more) not bound by a final (delivery) date or (delivery) period if the parties have agreed on a change in the content or scope of the agreement (additional work, change of specifications, etc.) or a change in the approach to the execution of the agreement, or if the client has not agreed on its obligations arising from the agreement, does not comply in time or in full. The fact that (the demand for) additional work occurs during the execution of the agreement is never grounds for termination or dissolution of the agreement for the client.
4. If performance becomes permanently impossible, the agreement can be dissolved for that part that has not yet been fulfilled. In that case, the Client is not entitled to

compensation for the damage suffered as a result of the dissolution.

5. Sarawak Nederland BV reserves the right to refuse or terminate assignments, of which the content is contrary to any legal or other government provision, even if the assignment has already been accepted or confirmed.

6. Sarawak Nederland BV also has the right at all times to refuse or terminate assignments whose content is contrary to the good name or to the interests of Sarawak Nederland BV. Sarawak Nederland BV then has the right to full compensation for costs already incurred for the action and is then also not liable for damage resulting from the non-execution or premature termination of the action.

Article 9: Medewerkers non-competition clause

1. The employees to be deployed are chosen on the basis of Sarawak Nederland BV known qualities and skills of the available employees on the one hand and of the information provided by the client to Sarawak Nederland BV regarding work to be assigned on the other hand. Sarawak Nederland BV is completely free in the choice of the person or persons who let Sarawak Nederland BV carry out the work.

2. The client is not permitted without the prior written consent of Sarawak Nederland BV, within a period of one year after termination of the work /execution of assignment agreed between them, regardless of the reason for which it will have been terminated, to enter into an employment contract for (un)definite time with employees of Sarawak Nederland BV and / or third parties who perform work on behalf of Sarawak Nederland BV, or to have work carried out directly or indirectly for the client in another way.

3. For any violation by the client of the provisions of 9.2, the client forfeits an immediately due and payable fine of € 1. 200 for each violation and € 500 for each day that a violation continues, without any summons, notice of default or judicial intervention being required.

Article 10: Safety of employees/insurances

1. The Client is obliged to ensure the safety of the employee engaged by Sarawak Nederland BV in such a way as can reasonably be claimed in connection with the nature and scope of the work.

2. The point 1. if the aforementioned obligation has not been fulfilled, the client is obliged to pay compensation for all damage that the employee of Sarawak Nederland BV and / or third parties suffers / suffers as a result.

3. If, as a result of non-compliance with the obligation referred to under 1 in the performance of his work, the employee has suffered such an injury that death results from it, the client is obliged to pay full compensation to the remaining spouse, children, parents or others who are maintained by his work.

4. The Client indemnifies Sarawak Nederland BV at all times against claims as laid down in Article 7:658 of the Dutch Civil Code. 5. The Client shall, at its own risk, take out

the necessary insurance(s) in the context of the work to be carried out with regard to the employee Sarawak Nederland BV and/or third parties and/or the goods to be used, whereby the client ensures that the employee of Sarawak Nederland BV and/or third parties and/or the items to be used in the insurance policies concerned are co-insured. At the request of Sarawak Nederland BV, the client will provide proof of this.

Article 11: Liability

1. Sarawak Nederland BV is only liable for damage suffered by the client if it is caused by intent or gross negligence of the management of Sarawak Nederland BV or its managerial subordinates. The exclusions and limitations of liability included in this article also apply to employees of Sarawak Nederland BV and/or third parties engaged by Sarawak Nederland BV. Sarawak Nederland BV is also never liable for consequential damage and indirect trading loss.

2. Sarawak Nederland BV is not liable for damage caused directly or indirectly by changes in computer software and computer systems in connection with, for example, every leap year.

3. Without prejudice to the above, Sarawak Nederland BV accepts no liability for acts and/or omissions of the third parties involved, nor for the accuracy of the information provided by these third parties.

4. Sarawak Nederland BV bears no responsibility for photos, leaflets and other information material, insofar as it is published under the responsibility of third parties.

5. Nor is Sarawak Nederland BV liable for damages, to which third parties may claim, in respect of violation of rights to which these third parties are entitled, including explicitly the rights of industrial and intellectual property.

6. The Client indemnifies Sarawak Nederland BV against all costs, damages and interest that may arise for these as a direct or indirect result of legal claims, which are brought against it by third parties, including the employee engaged / involved by Sarawak Nederland BV with regard to the execution of the agreement, due to acts and / or omissions of the client himself, its employees or third parties engaged; the Client is obliged under the agreement to comply with a call of indemnification by Sarawak Nederland BV.

7. With due observance of what is stipulated in this article, any form of liability is otherwise limited to a maximum of the amount of the invoice in question.

8. The damage must be reported to Sarawak Nederland BV as soon as possible but no later than two weeks after its occurrence, unless the client makes it plausible that he has not been able to report the damage earlier.

Article 12: Right of retention

1. Sarawak Nederland BV is entitled to suspend the delivery of all that it has in connection with an assignment, until all its claims have been paid, or sufficient security has been provided for payment thereof by or on behalf of the client.

Article 13: Transfer

1. The client is not entitled to transfer the rights and obligations arising from the agreement in whole or in part to third parties, except with the prior written consent of Sarawak Nederland BV.
2. The agreement and these terms and conditions remain in force in the event that the client's company changes its name, legal form or owner in whole or in part. In the aforementioned case, the client must immediately inform Sarawak Nederland BV in writing.

Article 14: Multiple lots

1. If an agreement is concluded between Sarawak Nederland BV on the one hand and two or more parties on the other hand, these parties are each jointly and severally liable for the full compliance with the agreement.

Article 15. Packaging, shipping and (internal) transport

1. Sarawak Nederland BV determines the method of packaging and shipping with the utmost care to prevent damage as much as possible. If the Client requires a special way of packaging and/or shipping, it must clearly indicate this and the associated additional costs will be borne by it. All (return) shipment (s) and all (internal) transport, also in the context of delivery on site, is at the expense and risk of the Client.
2. Transport of materials by Racktime is only carried out as part of an assignment or to support the execution of other activities. Transport is not a Racktime service.
3. Sarawak Nederland BV is not liable for the transport on behalf of the Client of the advertising, event and / or material or transport of other items in connection with the execution of the work. Material from or originating from the Clients, which is under the care of Sarawak Nederland BV, remains at all times entirely at the risk of the Client.

Article 16: Delivery of material

1. Delivery by the client of goods and materials to be used by Sarawak Nederland BV must take place in clearly distinguishable units or quantities of which the packaging must be such that it is suitable for use/ consumption, all this at the discretion of Sarawak Nederland BV.
2. Upon delivery of the material, Sarawak Nederland BV must receive a specified statement of the type of goods as well as the associated sizes and weights. If the aforementioned materials represent an economic value, the Client is responsible for passing on this value to Racktime. In the absence of a declaration of value, the value is considered to be nil.
3. Sarawak Nederland BV accepts no liability for differences between delivered, specified, used returned material.
4. If Racktime provides storage and logistics activities as a separate service, and therefore not as part of another promotional or sales-promoting activity, Racktime refers to the Separately drawn up Service Level Agreement for

Article 17: Data storage

1. Data resulting from the execution of the agreement and/or assignment and which are not included within the GDPR regulations and statutory storage periods, will be stored free of charge for a maximum of 1 year by default, or until the end of the assignment for less than 1 year, unless the Client and Sarawak Nederland BV agree otherwise within the agreement and/or assignment.

Article 18: Applicable law and disputes

1. Dutch law applies to all legal relationships between the client and Sarawak Nederland BV.
2. All disputes that arise as a result of the agreements concluded with Sarawak Nederland BV to which these terms and conditions apply in whole or in part or of further agreements resulting from them, will be exclusively adjudicated by the competent court in the District of Alkmaar, unless Sarawak Nederland BV may bring an action against another court.