

**Proces Media B.V.**  
**Terms and Conditions**

**Article 1. Applicability**

1. These Terms and Conditions apply to all Offers from Proces Media and Contracts with Proces Media.
2. Unless otherwise agreed in writing, these Terms and Conditions also apply to all legal relationships between the Client and any party affiliated with Proces Media, such as a subsidiary, sister, or parent company (in which case, "Proces Media" is deemed to refer to the affiliated party in these Terms and Conditions.)
3. The Client's terms and conditions do not apply.

**Article 2. Definitions**

The capitalized phrases used in these General Terms and Conditions are defined below; they may occur in both singular and plural.

- **Terms and Conditions:** these terms and conditions.
- **Services:** the services that Proces Media is to provide to the Client under a Contract.
- **Intellectual Property Rights:** all intellectual and industrial property rights and related rights, including copyright, trademarks, patents, design rights, trade names, database rights, neighboring rights, rights to know-how, and rights to rights to a performance on a par with a patentable invention.
- **Client:** the party to whom Proces Media issues an Offer or enters into a Contract.
- **Additional Work:** supplementary or different tasks requested by the Client, other than those initially agreed upon, or additional or different tasks reasonably deemed necessary by Proces Media due to changed circumstances or insights.
- **Offer:** a proposal from Proces Media for entering into a Contract.
- **Contract:** an agreement between Proces Media and a Client regarding the provision of Services by Proces Media to that Client.
- **Parties:** Proces Media and the Client collectively.
- **Proces Media:** Proces Media B.V., a private limited company located in (1421 AC) Uithoorn, at Marktplein 2, registered with the Chamber of Commerce under number 66862396.
- **In Writing:** by mail or email.
- **Website(s):** the 'solidsprocessing.nl', 'fluidsprocessing.nl', 'maintenancebenelux.nl', and/or 'marketingconnectie.nl' websites.

**Article 3. Offers and Contracts**

1. All Offers from Proces Media are non-binding.
2. The Client guarantees the accuracy and completeness of the data provided to Proces Media on which Proces Media bases its Offers or enters into and/or fulfills a Contract. Proces Media has no obligation to check the accuracy or completeness of this data.
3. Contracts are entered into either through Proces Media's confirmation of the Client's acceptance of an Offer or by Proces Media starting to deliver the Services agreed upon.
4. The Client is not entitled to any other products or services than those agreed upon in the Contract.

#### **Article 4. Execution and Use of Services**

1. Proces Media's obligations are best-effort obligations. Proces Media does not guarantee that a particular result will be achieved. Agreed delivery dates for the Services are indicative and not final. Proces Media is not liable for failing to achieve any intended result or for exceeding a delivery date.
2. Proces Media has the right to have Services performed in whole or in part by third parties.
3. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is excluded.
4. Proces Media has the right to enter into contracts with third parties on behalf of the Client in the context of fulfilling the Contract.
5. The Client is obliged to do everything that is reasonably necessary and/or desirable to enable the timely and proper provision of the agreed Services.
6. If the Client fails to provide or make available the items and/or data necessary for the timely fulfillment of the Contract, Proces Media has the right to suspend the fulfillment of the Contract or to charge the Client for the costs it incurs due to the resulting delay, or recover other damages suffered as a result of the delay.
7. The Client shall not use Proces Media's Services, or allow these to be used, in violation of applicable laws and regulations, public order, or good morals, and shall not disseminate information or materials that are defamatory, slanderous, offensive, discriminatory, hateful, or otherwise unlawful or in violation of the Contract.
8. Proces Media has the right, but not the obligation, to take measures regarding (allegedly) unlawful behavior by the Client, including stopping the Services or access to them, and preventing information or materials disclosed or otherwise used by the Client via the Services from being publicly available or from being used in another manner. Proces Media is not liable for any damages resulting from such actions, without prejudice to Proces Media's other rights.

#### **Article 5. Additional Work**

1. If the Client requests Additional Work, Proces Media is only obliged to provide this after agreeing to this In Writing. Proces Media is not required to perform Additional Work.
2. Proces Media does not need permission for Additional Work if it can reasonably demonstrate that it is necessary for the provision of its Services or if it reasonably follows from the Client's instructions or wishes.
3. Proces Media is entitled to charge an additional fee for Additional Work.
4. Additional Work will be compensated according to the agreed rates, or, in their absence, Proces Media's customary rates. Proces Media is entitled, but not obligated, to require the Client's written consent to the Additional Work or the fee before commencing the Additional Work.
5. Other costs incurred due to Additional Work may also be charged.
6. Additional Work may result in Proces Media exceeding the originally agreed delivery time.

#### **Article 6. Access to the Website**

The Client is responsible for the management and use of the data for accessing the Website(s). The Client will keep these access data confidential and will not allow unauthorized access.

#### **Article 7: Information and Materials from and about the Client**

1. The Client guarantees the accuracy, completeness, and quality of the information and materials provided by them or created on their behalf, including advertisements and advertorials, about their business, products, and/or services that are made public through the Services, even if Proces Media has prepared and/or edited that information.
2. Proces Media is not liable for any inaccuracy, incompleteness, or lack of quality of the information and materials.
3. Proces Media is entitled, but not obliged, to edit the information and materials provided by the Client for linguistic or formatting purposes.
4. If the Client finds that the information or materials placed on the Website(s) by or for them are incorrect, incomplete, or of insufficient quality, and if the Client wishes to adjust the information or materials, they must do so themselves through their access to the Website.
5. The Client guarantees that the use of the information and materials they have prescribed to Proces Media, made available to Proces Media for the fulfillment of the Contract, or otherwise used or allowed to be used through the Services, is not unlawful or otherwise in violation of the law and is not in conflict with public order, morality, good taste, or the Contract.

## **Article 8: Rates**

1. Unless expressly agreed otherwise In Writing, quoted fees and rates are always exclusive of VAT and other government-imposed levies and external costs incurred by Proces Media, such as, but not limited to, license fees for the use of photos and other images, costs of services and products provided by third parties, advertising costs, and other (un)expected costs.
2. If cost-increasing circumstances occur after the signing of the Contract but before the Services are fully delivered, such as higher external costs and increased government levies and/or taxes, Proces Media is entitled to pass these price increases on to the Client.
3. Proces Media is also entitled to periodically adjust the rates for its Services, at least annually, in line with the consumer price index as published by the Dutch Central Bureau of Statistics, using 2023 as the baseline (2023=100).
4. If no compensation has been agreed upon for all or part of the Services, Proces Media's usual rates will be applicable. Proces Media is not bound to apply previously agreed or applied rates unless these have been reconfirmed in a Contract renewal.

## **Article 9: Payment**

1. Payment must be made in euros within 30 days of the invoice date or within the term specified on the invoice, in the manner specified by Proces Media.
2. The Client is not entitled to offset or suspend payments owed to Proces Media.
3. An invoice from Proces Media is considered correct and accepted by the Client unless the Client objects In Writing within eight calendar days of the invoice date.
4. If the Client fails to make timely payment to Proces Media, they are liable for a contractual interest rate of 12% per annum, calculated monthly or per part of a month, with a partial month considered a full month, until full payment is made.
5. If the Client fails to meet their obligations, they must reimburse Proces Media for all reasonable collection costs, both judicial and extrajudicial, with a minimum of EUR 250.
6. In the event of liquidation, (filing for) bankruptcy, admission of the Client to legal debt restructuring under the Dutch Natural Persons' Debt Restructuring Act (WSNP), seizure, or (provisional) suspension of payment, the claims of Proces Media against the Client become immediately due and payable.
7. Payments will be used first to reduce costs, then arrear interest, and finally the principal and current interest.
8. Proces Media is entitled to require the Client to offer sufficient security for the punctual fulfillment of their (payment) obligations before delivering the Services or part thereof.

## **Article 10: Complaints**

1. The Client must promptly examine or otherwise verify Proces Media's performance to determine whether the Contract has been properly fulfilled and notify Proces Media In Writing if they believe it has not. Failure to do so within two calendar days of delivery forfeits any claims in this regard.
2. If the Services are not, or not properly, delivered, Proces Media is entitled to correct its performance or, at its discretion, compensate the Client for the difference in value between proper and actual performance, after which the initially agreed upon Services will be deemed to have been properly delivered.
3. If Proces Media considers the Client's complaint about delivered Services justified, the Client may request the agreed upon fees to be adjusted, or the rejected Services to be improved or redelivered.

### **Article 11: Confidentiality**

1. Neither Party will disclose or share any confidential information about the other Party with third parties or make this information public. Confidential information includes, at a minimum, all financial information, information marked as confidential, and any other information whose confidential nature is known, or could reasonably be known.
2. The term confidential information does not include data or other information that (a) is already public and generally available without having been made available by the Party bound by confidentiality in breach of the Contract, (b) was already lawfully in the possession of the party bound by the confidentiality obligation prior to receiving it from the other party, free of any restrictions regarding its use or disclosure, or (c) is obtained from a third party with whom no confidentiality agreement exists, and where that third party was not prohibited by any contractual, legal, or fiduciary obligation from making the information available.
3. Parties are not required to maintain confidentiality if the disclosure is necessary for the fulfillment of the Contract, to comply with a legal obligation, or to legally enforce compliance with the Contract.
4. Parties may share confidential information with their advisors, representatives, employees, contractors, or other persons who have a legitimate need to know, provided these third parties are bound by similar confidentiality obligations. Each Party is responsible for ensuring that these third parties maintain confidentiality. Any breach by these third parties will be treated as a breach by the Party itself.

### **Article 12: Intellectual Property Rights**

1. Proces Media retains all Intellectual Property Rights concerning its Services and all related materials and information developed, used, or made available to the Client in connection with the fulfillment of the Contract.
2. The Client will only use the Services, materials, and information developed or made available by Proces Media in so far as this has been explicitly agreed In

Writing and provided that the Client has fulfilled all their obligations towards Proces Media.

3. The Client will not remove or alter Proces Media's or its suppliers' intellectual property rights markings.

### **Article 13: Privacy**

1. The Client will comply with all legal requirements related to the processing of personal data in connection with the Services.
2. If the Client provides email addresses or other contact information for the delivery of Proces Media's Services, including mailings, the Client guarantees that the individuals concerned have given consent, or that sending without consent is legally permitted. The Client will provide proof of this upon Proces Media's first request.

### **Article 14: Limitation of liability**

1. Proces Media's liability is limited to direct damages, up to the amount covered by its insurance, plus any deductible paid by Proces Media. If the insurer does not cover the damage, Proces Media's liability is limited to the invoice amount, or the relevant part of it, excluding VAT and external costs, up to the amount invoiced in the six months preceding the damaging event.
2. Proces Media is not liable for indirect damages or damages caused by force majeure. Indirect damages include, but are not limited to, consequential damages, incidental damages, lost profits, lost savings, business interruption, loss of goodwill, and any other non-direct damages.
3. Force majeure includes anything reasonably considered as such, including but not limited to the failure of third-party goods, equipment, software, or materials, government measures, power failures, internet disruptions, war, strikes, general transport issues, unavailability of personnel or contractors, natural disasters, pandemics, explosions, or force majeure on the part of Proces Media's suppliers.
4. Without prejudice to Article 6:89 of the Dutch Civil Code, all liability of Proces Media ends twelve months after the occurrence of the act or omission causing the damage.
5. Proces Media is not liable for damage resulting from shortcomings of third parties it has engaged. Upon the Client's request, Proces Media will transfer to the Client any rights it holds against such third parties in connection with the damage of any nature caused by that third party.
6. Proces Media's managers, partners, directors, employees, and others involved may invoke the same defenses to limit liability as Proces Media itself.
7. The aforementioned limitation of liability does not apply to damages caused by intentional or reckless conduct by Proces Media or its management.

### **Article 15: Indemnification**

The Client indemnifies Proces Media and its affiliates against any damage, fines, losses, costs, claims, and liabilities of any kind arising from the failure and/or improper performance (including imminent failure and/or improper performance) of any obligation or warranty under the Contract or these Terms and Conditions.

### **Article 16: Contract Period and Termination**

1. Contracts are entered into for an indefinite period, unless it is evident from the content, nature, or scope of the Contract that it is for a fixed term.
2. Proces Media has the right, in addition to the grounds provided by law, to terminate or dissolve the Contract with immediate effect without becoming liable for damages if:
  - a. The Client fails to fulfill their obligations and does not rectify these failures within a reasonable period of no more than two weeks after receiving a notice of default from Proces Media, which notice of default will not be required if the failure cannot be rectified or it is clear that the Client will not rectify it, unless the failure, given its nature or insignificance, does not justify such termination or dissolution and its consequences;
  - b. Suspension of payment is requested by or granted to the Client;
  - c. The Client's bankruptcy is requested or declared;
  - d. The Client is admitted to debt restructuring under the Dutch Natural Persons' Debt Restructuring Act (WSNP);
  - e. The Client is a legal entity, and a decision for its dissolution has been made.
3. Termination of the Contract does not release the Parties from the provisions regarding confidentiality, liability, indemnity, warranties, intellectual property, applicable law, competent court, and other provisions intended by their nature to survive termination.
4. In the event of premature termination of the Contract, all claims of Proces Media against the Client shall become immediately due and payable.
5. If the premature termination of the Contract is in any way attributable to the Client, Proces Media is entitled to compensation for the resulting damages.

### **Article 17: Miscellaneous Provisions**

1. Deviations from these Terms and Conditions are valid only if agreed to explicitly In Writing. Any deviation applies only to the specific Contract in question.
2. If any provision of these Terms and Conditions or a Contract is deemed null, invalid, or no longer binding, the remaining provisions will remain in force and be interpreted as if that provision had not been included. The null, invalid, or no

longer binding provision will be considered replaced by a valid and enforceable provision that closely approximates the intent of the original provision.

3. Proces Media is entitled to unilaterally amend these Terms and Conditions at any time. The amended Terms and Conditions will apply to new Contracts and Offers from the time of amendment and to existing Contracts thirty days after written notice of the amendment to the Client. The most recent version of the General Terms and Conditions can be consulted at (<https://procesmedia.nl/en/terms-and-conditions/>).
4. By way of derogation from statutory limitation periods, the limitation period for all claims and defenses by the Client against Proces Media is one year.
5. If multiple Clients have jointly entered into a Contract with Proces Media, each of the Clients is jointly and severally liable for the obligations towards Proces Media arising from that Contract.
6. The Client is not entitled to transfer or encumber, in whole or in part, any rights or obligations under the Contract to third parties.
7. Proces Media's contact details are:

Proces Media B.V.

Marktplein 2

1421 AC Uithoorn

0297-223462

post@procesmedia.nl

#### **Article 18: Applicable Law and Competent Court**

1. Proces Media's Terms and Conditions and Contracts are governed by Dutch law.
2. The Vienna Sales Convention (CISG) of April 11, 1980 (Trb. 1986,61) does not apply to Contracts.
3. All disputes between the Parties arising from Offers and Contracts will be exclusively submitted to the competent court in the jurisdiction where Proces Media is located.