

**GENERAL TERMS AND CONDITIONS PLAZA RESIDENT SERVICES NETHERLANDS BV FOR THE PROVISION OF SERVICES**

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## Article 1. Definitions

In these terms and conditions, the following definitions apply:

1. Plaza resident services: the company with whom the contract is concluded or which issued the quotation or quotation.
2. Other party: The person or legal entity with whom Plaza resident services has concluded a contract or to whom Plaza resident services has issued a quotation or quotation.
3. Services: services that are provided or performed by Plaza resident services once or periodically.
4. Rented Equipment: equipment that is offered to the Other Party on the basis of a rental agreement.
5. Location: the place where Plaza resident services installs the products or provides services.
6. Pledge: the immovable property with accessories, or the commissioned vacant lots, buildings or other locations, including the associated yard, which is/are given on loan in its entirety.
7. Products: goods or services supplied by Plaza resident services or its subcontractors to the Other Party, including 'Equipment', i.e. security doors, screens, alarm systems, detection equipment, video equipment and associated mounting materials.

## Article 2. Applicability

1. These general terms and conditions apply to every agreement that Plaza resident services concludes and/or a quotation or quotation that it issues with regard to the provision of services for or the rental of products and systems to the Other Party.

The general terms and conditions also apply to all stages preceding the conclusion of such an agreement or the issuing of a quotation/quotation, as well as all other services and activities that Plaza resident services performs or supplies for the Other Party.

2. The applicability of general terms and conditions invoked by the Other Party is expressly rejected. The execution of an order from the Other Party by Plaza resident services does not imply acceptance of such conditions.
3. In the event of the invalidity of one or more provisions of these general terms and conditions, the other provisions will remain in full force and effect.
4. Plaza resident services reserves the right to make changes or additions to the General Terms and Conditions, if necessary. The other party is deemed to tacitly agree to these changes or additions after a written notification if no objection has been raised after a period of five days after the date. Objection must be made known in writing by the Other Party.

### Article 3. The conclusion and amendment of agreements

1. All offers made by Plaza resident services are without obligation. Only then are orders, agreements and agreements binding if and in so far as they have actually been accepted and confirmed in writing.
2. Email messages or verbal commitments from Plaza resident services employees are sent in good faith, but have no legal value nor do they contain an obligation to provide any product or service, or price.

All prices, conditions, discounts, etc. applied by Plaza resident services are only valid if they are based on an agreement signed by both parties, including the necessary annexes. The agreements must be signed by an authorized employee of Plaza resident services who is registered with the Chamber of Commerce.

3. Changes to agreements will only take effect in so far as they have been confirmed in writing by an authorized employee of Plaza resident services who is registered with the Chamber of Commerce.
4. If and in so far as the Other Party is not also the owner of the immovable property for which Plaza resident services provides its services and/or rents out its products and systems, the Other Party fully guarantees that it is authorized on behalf of the owner with regard to an agreement. to close. In so far as the Other Party appears not to be or has not been authorized, the Other Party is liable towards Plaza resident services for the harmful consequences of its unauthorized actions,

### Article 4. Prices and price changes

1. All agreed and quoted prices in the price list are net prices excluding VAT at the applicable VAT rate.
2. Prices and amounts stated prior to the conclusion of the agreement are only binding if Plaza resident services's intention to do so is unmistakable. In other cases, it serves as a non-binding price indication.
3. If cost increasing taxes, levies or duties are introduced or changed as a result of any government measure, Plaza resident services will be entitled to pass on these changes, even if it has been agreed that the compensation would be fixed.
4. If for any other reason the value of the requested compensation should be reduced, Plaza resident services has the right to review and adjust the compensation on the basis of the price index as published by Statistics Netherlands.

## Article 5. Payment and consequences of late payment

1. Unless the parties have agreed otherwise in writing, all (electronic) invoices from Plaza resident services must be paid within 7 days of the invoice date.
2. In so far as the parties have agreed that no invoice will be sent by Plaza resident services with regard to a fee owed by the Other Party, the Other Party must pay this fee at the latest on the date specified in the agreement.
3. In the event that the Other Party does not fulfill its payment obligation, does not fulfill it on time or does not fully comply, the Other Party will owe Plaza resident services interest on all late payments equal to 1% per month from the due date.

The other party will then also owe the administration and collection costs (including, but not limited to, legal costs) which always amount to 15% of the principal due, unless the actual costs are higher, in which case the actual costs will be claimed.

4. In the event of late payment of an invoice, all other invoices that Plaza resident services has sent to the Other Party become immediately due and payable.
5. If and in so far as a check from the Other Party is returned to Plaza resident services or an automatic payment order is reversed due to insufficient funds, the Other Party will owe Plaza resident services a cost of € 75,00, -.
6. In the event that Plaza resident services is forced to file a legal claim against the Other Party, the Other Party will owe all legal costs and legal costs actually incurred by Plaza resident services, also in so far as these costs are the applicable liquidation rate or the amount awarded by the court by way of an order for costs. surpass.
7. If and in so far as the Other Party is in default with the payment of a claim due against Plaza resident services, Plaza resident services has the right to dissolve all agreements concluded with the Other Party or, if desired, to suspend its services and activities until such payment has been made and Plaza resident services will can demand cash payment or sufficient security for further services and activities.

## Article 6. Liability

1. Plaza resident services does not guarantee damage or any defect, whether hidden or not, that the use of immovable property and the facilities provided therein may cause. If such a defect should cause damage to the Other Party or its properties, these will be at the expense of the Other Party. If such a defect should cause damage to persons and/or goods that are located in, on or near the premises on its behalf or with its consent, the Other Party shall indemnify Plaza resident services in this regard.
2. Plaza resident services is never liable for damage that cannot be avoided by the method of working applied, if no written objections have been expressed by or on behalf of the Other Party against this method of working or if urgency is required by or on behalf of the Other Party or due to the circumstances. forced to work.
3. Plaza resident services is not liable for damage as a result of incorrect information provided by the Other Party, its personnel or agents, on the basis of which the services or activities to be performed by Plaza resident services have been determined and performed.
4. Plaza resident services is not liable for indirect or direct damage, for consequential damage or trading loss or for damage caused by employees, suppliers, borrowers and other third parties.
5. Plaza resident services accepts no liability for any damage or costs as a result of damage to property of the Other Party during the installation and removal of Plaza resident services's equipment or the provision of the services, however caused. Such damage includes, but is not limited to, broken glass, broken fixtures and broken decoration.
6. Plaza resident services, including its employees and employees, is not liable for any direct or indirect damage that may arise for the client or for third parties as a result of the performance by Plaza resident services of the agreement it has concluded with the Other Party.
7. Any claim for compensation from the Other Party towards Plaza resident services lapses if the Other Party has not started legal proceedings within one year after discovery (if discovered during the execution of the agreement) or one year after termination of the agreement.
8. Any liability of Plaza resident services and its employees and employees is always limited to the amount to which the liability insurance taken out by Plaza resident services gives entitlement, increased by the deductible that Plaza resident services bears under that insurance.
9. If, for whatever reason, no payment is made under the aforementioned insurance, any liability is limited to a maximum of one time the amount that Plaza resident services has invoiced to the Other Party in the context of the execution of the agreement.

## Article 7. Indemnification

The other party is obliged to indemnify and hold harmless Plaza resident services against all third party claims against Plaza resident services or its personnel with regard to the goods delivered by Plaza resident services.

## Article 8. Suspension and dissolution

1. If the Other Party does not, not properly or not timely fulfill any obligation under the agreement concluded with Plaza resident services, to which these general terms and conditions apply, as well as in the event of bankruptcy, suspension of payments, shutdown or liquidation of the Other Party's business, the Other Party is deemed to be in default by operation of law and Plaza resident services has the right, without further notice of default, to suspend the execution of all agreements concluded with the Other Party or to dissolve them in whole or in part, at its discretion, without Plaza resident services being liable for any compensation. or warranty and without prejudice to its right to additional compensation.
2. In the aforementioned cases, any claim that Plaza resident services has or will have against the Other Party is immediately due and payable.

## Article 9. Force majeure

1. Plaza resident services is not liable for damage as a result of force majeure. Force majeure is in any case understood to mean war, state of war, revolution, insurrection, military or other takeover of power and looting in connection with these circumstances, strikes and other labor disputes elsewhere in so far as this hinders Plaza resident services in its services, squatting actions, seriously hindered weather conditions, traffic disturbances, disturbances in the means of transport and other equipment used by Plaza resident services, power failure and more generally any cause that cannot be attributed to Plaza resident services. The foregoing is without prejudice to Plaza resident services's obligation to try to prevent and avoid situations of force majeure as much as possible.
2. If, as a result of force majeure, Plaza resident services is unable or not fully able to perform the agreed services and/or activities, Plaza resident services has the right to suspend these services and/or activities, or to waive them entirely, depending on the circumstances. Such postponement does not lead to a claim against Plaza resident services for breach of contract or otherwise and does not entitle the Other Party to terminate the agreement.

### Article 10. Confidentiality

1. The other party undertakes to keep all information provided by Plaza resident services about the quotation and negotiation process, including (but not limited to) pricing and conditions confidential and not to disclose it to third parties. Furthermore, the Other Party undertakes to keep confidential all information regarding Plaza resident services's business operations and business, obtained during the quotation and negotiation process, during the term and after termination of the agreement with Plaza resident services and not to disclose it to third parties. The foregoing confidentiality relates only to information that is not already generally known.
2. Violation of the confidentiality clause as referred to in this article by the Other Party makes the Other Party liable to pay a penalty towards Plaza resident services. The fine then owed, without further notice of default, amounts to € 10,000 per violation, without prejudice to Plaza resident services's right to claim compensation from the Other Party for any damage it has suffered as a result of this violation.

### Article 11. Notifications

Written notices are deemed to have been received when they are sent by registered letter or other recognized postal carrier and are addressed to the Other Party at its billing address or to Plaza resident services at the address of its registered office. "Written notice" does not include any other form of communication whether in person, by fax, email, telephone, or by leaving a voicemail message or message on an answering machine.

### Article 12. Vacancy management agreements

1. If and in so far as Plaza resident services has entered into an agreement with the Other Party regarding the vacancy management of a property that the Other Party owns or manages on the instructions of the owner, the Other Party will grant Plaza resident services at least five full working days after the start of the agreement to or several Borrowers for the property. The other party is expected to assume responsibility for the security of the property during this period, unless otherwise agreed in writing with Plaza resident services.
2. Since the Borrower is obliged to occupy the property until the last day of the notice period, the property will always be handed over on a Monday, or on the first working day after this Monday, if Monday is a mandatory day off. The borrower can then vacate the premises at the weekend. made an agreement.
3. Views or the performance of work in the building and the like must be notified to Plaza resident services at least 24 hours in advance, in order to guarantee a smooth cooperation with the Borrower, through timely notification by Plaza resident services.

4. Plaza resident services cannot be obliged to carry out any maintenance or repairs to the property within the framework of an agreement concluded with the Other Party regarding vacancy management.
5. Costs of any assembly or installation work and necessary facilities, which as a result of any agreement are not for the account of Plaza resident services, but which have been made for the Other Party as a result of special instructions, will be paid by the Other Party immediately.
6. In the context of an agreement concluded with the Other Party regarding vacancy management, Plaza resident services is not obliged to take out any kind or type of insurance for the property. Any insurance must be taken out by the Other Party itself.

Damage as a result of full or partial (non-) insurance is fully at the expense and risk of the Other Party.

7. In the context of an agreement concluded between Plaza resident services and the Other Party regarding vacancy management, the Other Party must ensure the presence of facilities, in particular for heating by means of heating, gas, oil or in any other way, electricity and water, sewage and cleaning rights and garden maintenance. The other party realizes that these facilities are necessary to be able to guarantee a temporary stay in the property. The Other Party will indemnify Plaza resident services and the Borrower against any damage suffered as a direct or indirect result of the absence of these provisions after it has become known to the Other Party. In the event of an emergency, Plaza resident services is authorized to take measures at the expense of the Other Party in order to limit or prevent damage. The other party is obliged to give Plaza resident services the opportunity to perform the services and activities to be performed by it without hindrance and to provide Plaza resident services with all information that may be useful to Plaza resident services in the performance of services and activities.

8. If Plaza resident services staff, in the context of vacancy management,

If a criminal offense is discovered, this will be reported immediately to the Other Party. The decision to report this criminal offense is taken by the Other Party. The declaration will only be made by the personnel of Plaza resident services at the request of the Other Party and under the responsibility of the Other Party. The other party indemnifies Plaza resident services and its personnel against all third-party claims with regard to such a declaration, regardless of whether Plaza resident services or its personnel can be blamed in any way with regard to the declaration.

9. The notice period for the Other Party is 35 days. Termination must be done in writing, after which Plaza resident services will schedule a final delivery with the Other Party. The property is then delivered empty and broom clean by Plaza resident services. Plaza resident services transfers the property to the Other Party as the Other Party has placed it under management. If the Other Party, or its representative, cannot be present at the planned delivery, the Other Party explicitly agrees with what has been included by Plaza resident services in the delivery report and the current situation on site. We also hand over all keys to the Other Party. A vacancy management agreement, which has

been concluded for a definite period of time, can only be terminated towards the end of the definite period.

10. The Other Party and Plaza resident services agree that Plaza resident services has the right to assess different proposals and offers from third parties for the same object(s) and to match them with a comparable offer in order to be able to establish the relationship with the Other Party in the context of vacancy management continue.

### **Article 13. Agreements regarding the rental of safety-related products and systems**

1. Plaza resident services undertakes to perform the services and activities to be performed by it to the best of its ability, with due observance of the government requirements for private security organizations. Plaza resident services does not guarantee that events (of whatever nature) on the failure of which its efforts as intended in the agreement will be directed, will not occur.
2. The best efforts obligation referred to in the previous paragraph relates to the provision of normal security and surveillance services. This expressly does not include the intervention and/or involvement in conflicts between the Other Party and its employees and/or third parties.
3. Cancellation costs will be charged for orders that are canceled by the Other Party without observing a notice period of seven working days or orders that cannot be completed through no fault of Plaza resident services.
4. If Plaza resident services's personnel have to wait on location, Plaza resident services is entitled to charge the Other Party € 100, - per hour.
5. If the equipment is removed from a location by Plaza resident services for any reason, then the amount of the minimum rental period will be due and the rental contract will be deemed terminated with effect from the expiration of that minimum rental period.
6. If the Other Party does not have an agreed credit account with Plaza resident services and has not prepaid for products or if the direct debit, check or credit card offered for this payment is refused, Plaza resident services may, in the case of rental equipment, retrieve the products without notice from the end of the period for which the equipment rental has been paid in full.
7. The Other Party may only sublet the rented equipment or transfer this rental or the equipment to a third party with Plaza resident services's written consent, whereby the Other Party indemnifies Plaza resident services against claims, costs, liabilities and obligations arising from such subletting or transfer.
8. Plaza resident services selects the person(s) on the basis of information provided to Plaza resident services by the Other Party regarding the work to be assigned. Plaza resident services is completely free to choose the person or persons who will send it on request.

9. The other party will be liable in respect of and indemnify Plaza resident services against any claims by personnel for compensation for damage suffered by such personnel because an item belonging to the personnel has been damaged in the context of work assigned to him/her.
10. The other party is obliged towards Plaza resident services to set up and maintain the premises, equipment and tools with which it does or has the work performed in such a way, as well as to make such arrangements with regard to the performance of work and to provide instructions that it is The personnel made available against danger to life, honor and property is protected to the extent that can reasonably be demanded in connection with the nature of the work.
11. If the aforementioned obligations have not been fulfilled, the Other Party is obliged to compensate Plaza resident services for damage caused to the staff member in the performance of his/her duties, work duties and activities, unless it provides proof that this non-compliance is due to force majeure, or that damage is largely due to gross negligence on the part of the staff member. If the staff member has suffered such injury as a result of non-compliance with the obligations by the Other Party, in the performance of his employment, work duties and/or activities, that the result is death, the Other Party shall owe the remaining spouse, children or parents of the deceased who are usually maintained by his/her work, is obliged to pay compensation, unless he/she provides proof that non-compliance with force majeure or death is largely due to gross negligence on the part of the deceased.
12. In the event that security-related services are hired by the Other Party, the hourly wage applicable to the personnel for the duration of the assignment is determined and determined on the basis of the Collective Labor Agreement for Private Security Organizations, partly on the basis of the job description, which is obtained from the Other Party. If it is determined at any time that this job description does not correspond to the job in question, Plaza resident services will correct the remuneration in accordance with the correct job description and the rate charged to the Other Party will be adjusted accordingly. If during an assignment the function changes in the sense that this function corresponds to activities that are less qualified, the initially applicable rate will remain unchanged.
13. When recruiting, selecting and making personnel available to the Other Party, Plaza resident services is only guided by functional requirements when making a distinction, with due observance of the statutory provisions, the Collective Labor Agreement for Private Security and the present general terms and conditions.
14. The other party will in no way exert influence or cause it to be exercised or cooperate or cause to be provided, in whatever form, to a staff member in order to be employed by a client or third parties or to perform work directly for him or third parties. , forfeiting an immediately due and payable fine of € 10,000 per violation.
15. The other party undertakes to only use the security plans, as supplied by Plaza resident services, for its own use and not to make them available to third parties in any way whatsoever.

16. All rights of an intellectual nature, such as copyright and copyright with regard to the computer programs originating from Plaza resident services or used by Plaza resident services, system designs, working methods, advice, etc. of the Other Party itself or of third parties engaged, become and remain the property of Plaza resident services. The exercise of these rights (including disclosure or transfer) is expressly and exclusively reserved to Plaza resident services, both during and after the performance of its activities.
17. The rental of rental equipment commences when equipment is installed by Plaza resident services after receipt of an official written or oral order from the Other Party, which has been approved by Plaza resident services. These conditions also apply in full to all replacement and/or additional equipment that is installed afterwards. The one-time and initial recurring costs are calculated from the time of the initial installation of the equipment.
18. In order to terminate the rental of the rental equipment or the provision of the services, the Other Party must request the removal of the rental equipment from the location or to terminate the services by means of a written request. Plaza resident services must receive such request at least seven days prior to the date of termination. If requested, Plaza resident services will provide the Other Party with a termination reference number to confirm receipt of the removal request. This number should be quoted in any questions about services or invoices.
19. All times and dates specified to the Other Party for delivery, installation, response, maintenance and/or removal of the equipment and/or for the provision of services are estimates only and times for such activities are not strict deadlines.
20. Plaza resident services takes reasonable measures to meet the agreed delivery times. The other party is not entitled to any compensation in any form whatsoever, if the specified delivery time is exceeded, unless this has been expressly agreed. Due to exceeding of the delivery time, the Other Party cannot dissolve the agreement and cannot refuse receipt and/or payment of the goods to be delivered.
21. The rental and/or charges for recurring services will continue to apply until a) the date specified in the written order or b) the date the rented equipment is returned to or collected by Plaza resident services and/or the service is terminated or c) if the Other Party does not pay the amounts owed for the rented equipment on time, the date on which the rented equipment is removed by Plaza resident services and/or the service is terminated, whichever is the later. The expiration or termination of the lease and/or service does not affect the Other Party's obligations under this.
22. All rented equipment remains the property of Plaza resident services. In the following cases, there is default with regard to this rent; a) payment arrears of more than 48 hours in respect of any rental and/or installation costs and/or costs of equipment that is lost or damaged and is payable under these terms; b) the Other Party fails to fulfill a non-monetary obligation under this lease; c) the Other Party goes bankrupt, is unable to pay its debts when they are due or any case or proceedings under bankruptcy law are instituted with regard to the Other Party; d) the equipment or any monies

owed in connection therewith are pledged or otherwise encumbered; or e) the Other Party is in breach of any other terms and conditions set forth herein or in any order.

In the event of such default, Plaza resident services may terminate the rental on 24 hours' notice and Plaza resident services shall then be entitled to use all possible means to repossess the equipment. The failure of Plaza resident services to exercise any rights arising from these terms and conditions shall not constitute a waiver of these rights by Plaza resident services.

23. The other party, its personnel, contractors or agents will under no circumstances and at no time move, remove, disassemble, repair or make changes to the rental equipment (or part thereof). All these actions will be performed by Plaza resident services at the request of the Other Party and will be charged by Plaza resident services. If the Other Party, its staff, contractors or agents violate this article, this will release Plaza resident services from all guarantees given in these terms and conditions.
24. The other party is responsible for the safekeeping of all rented equipment.
25. The costs for the rental of lost or stolen rental equipment are due up to and including the day on which the Other Party has fully compensated Plaza resident services for such loss or theft. Plaza resident services reserves the right to inspect the equipment at any time.
26. Plaza resident services takes reasonable measures to ensure that the equipment is in good working order from the date on which it is delivered to the Other Party. The other party is nevertheless responsible for inspecting the equipment and its installation and must ensure that it is suitable for the specific purpose for which it is used. Any defects occurring after delivery will be repaired by Plaza resident services within 5 working days of written notification, if feasible. If Article 13.24 applies, the Other Party is liable for any costs. Plaza resident services makes no warranties, express or implied, regarding the merchantability or fitness for a particular purpose of the products other than the warranties set forth herein. The other party guarantees that Plaza resident services is not liable for any failure of the equipment or services, resulting in damage or injury, which failure results directly or indirectly from defective material, defective workmanship or otherwise and whether or not the result of negligence.
27. If Plaza resident services or its subcontractors are required to respond to alarm signals, Plaza resident services may provide an indicative, average response time. Such response time is for illustrative purposes only and Plaza resident services makes no warranty whatsoever that the stated average response time will be achieved. Although Plaza resident services strives to achieve the average response time, it does not accept any liability, on any account whatsoever, for damage that arises as a result of not being on site.
28. The Other Party guarantees that it is the owner (or its authorized representative) of the location where Plaza resident services has been commissioned to provide the services or equipment. The other party also guarantees that the location will not be occupied or occupied at the time when

Plaza resident services delivers the products in accordance with the order or that if the location is occupied or occupied at that time, the users/residents have no objection to Plaza resident services having the products and provide services at that location.

29. The other party guarantees that it has taken out insurance against all risks arising from this agreement.
30. If all rented equipment does not realize the agreed operation, subject to force majeure and agreements made in these general terms and conditions, in particular Article 13.26, the Other Party is entitled to reclaim costs for 1 week's rent for one specific device that did not function properly. This arrangement is valid once within the contract period, for a maximum of 1 device and a maximum of 1 week's rent. It should be explicitly stated here that for this regulation article 13.26 always prevails.

#### **Article 14. Disputes and applicable law**

1. Unless otherwise agreed in writing, the agreement to which these General Terms and Conditions apply is always governed by Dutch law.
2. Any disputes between the parties will be submitted exclusively to the court in 's-Hertogenbosch.