12Build.

General Terms and Conditions 12Build (version date: 01-02-2023)

Article 1: Definitions

The capitalised words used in these General Terms and Conditions shall have the meaning assigned to them in this article.

1.1   12Build: The private limited company 12Build Sales B.V., with its registered office at Ernst Machstraat 10, Nijverdal, trading under Chamber of Commerce number 63719444.

1.2   Offering Party: a Customer that uses the 12Build Platform as the party offering a Work, such as a (main) contractor.

1.3   General Terms and Conditions: These General Terms and Conditions, including all related appendices.

1.4   Competition-sensitive Information: Detailed information to be traced back to the Offering Party that has been recorded by the Offering Party through the Platform with respect to (i) the regular Requesting Parties of the Offering Party, (ii) the projects on which the Offering Party is working or has worked, (iii) Requesting Parties from which the Offering Party has received an offer and (iv) the (retail) prices and project information the Offering Party has received. Competition-sensitive Information does not include information a Requesting Party has received and in respect of which it has made an offer. The offer itself is also not considered Competitive-sensitive Information.

1.5   Services: The services 12Build offers to the Customer through the Platform and which the Customer may use.

1.6   Intellectual property rights: All rights relating to or arising from works, portraits, products or processes, computer programmes, drawings or models, brands, databases, trade names, portrait rights, topographies, know-how, commercial and business concepts and all similar rights, whether or not future, or claims to such rights, all this within the meaning of the Copyright Act, the 1995 Patents Act, the Neighbouring Rights Act, the BCIP, the Databases Act, the Trade Names Act, the Topography Act and/or related and similar laws at home and abroad, among other things.

1.7   Customer: a (legal) person that enters into an Agreement with 12Build with respect to the purchase of the Services, either in the capacity of Offering Party or of Requesting Party. To make use of the Services as a Customer and/or to be listed on the Platform, the Customer must be registered in the Trade Register of the Chamber of Commerce (with the exception of professions without registration) and the Customer must be operating in the construction sector.

1.8   Agreement: the Business-to-Business agreement between 12Build and the Customer for the purchase of Services from 12Build.

1.9   Platform: The restricted area of the 12Build Website, i.e.: www.12build.com, where Offering Parties and Requesting Parties can contact each other and make data available.

1.10   Reply email address: a unique email address of 12Build that is used for communication between the Offering Parties and Requesting Parties on the Platform and for the Services. The email address is structured as follows: Name customer employee - Company name customer - via 12Build.

1.11   Service Level Agreement: The agreements 12Build has in place with certain customers regarding the level of service and/or quality aspects, hereinafter referred to as SLA..

1.12   Requesting Party: a Customer that uses the Platform as the party requesting a Work, such as a construction specialist or a supplier of building materials.

1.13   Work: a construction-related service and/or a construction project/subproject.

Article 2: Applicability

2.1   Once these General Terms and Conditions have applied to a legal relationship between the Customer and 12Build, the Customer shall be deemed to have agreed in advance to the applicability of these General Terms and Conditions to agreements concluded and to be concluded thereafter and also all work arising therefrom for 12Build.

2.2   12Build reserves the right to unilaterally amend and/or supplement these General Terms and Conditions. Amendments shall also apply in respect of Agreements already concluded.

2.3   Deviations from and additions to these General Terms and Conditions shall only be valid if explicitly agreed in writing in, for example, a (written) Agreement or confirmation of assignment.

2.4   In the event that these General Terms and Conditions and the Agreement contain conflicting conditions, the conditions contained in the Agreement shall apply.

2.5   The applicability of the General Terms and Conditions of the Customer is expressly rejected by 12Build.

2.6   The Agreement - together with these General Terms and Conditions - represent the complete agreements between 12Build and the Customer regarding the performance of the Services for which the Agreement has been concluded. 12Build and the Customer expressly accept electronic communication for the conclusion of the Agreement. All previous agreements or proposals made between the parties in this respect shall lapse.

2.7   If one or several provisions of these General Terms and Conditions are invalid or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force. If any provision of these General Terms and Conditions or of the Agreement is not legally valid, the parties shall negotiate the content of a new provision, which provision shall approximate the content of the original provision as closely as possible.

2.8 In the event of a conflict between the translation and the Dutch version, the Dutch version shall prevail.

Article 3: Commencement and duration of the Agreement

3.1 Each Agreement is concluded at the time::
- the order confirmation signed by the Client is received by 12Build, or;
- the Customer has confirmed the order over the telephone, by email, using voice log, or;
- the Customer has completed the registration process on the Platform, or;
- the Customer makes use of the services provided by 12Build.

3.2 Each Agreement is entered into for an indefinite period of time, unless it follows from the nature, content or purport of the Agreement that it has been entered into for a definite period of time. An Agreement for an indefinite period of time may not be terminated prematurely by notice of termination during the 1st year (initial period). After the 1st year, the Agreement may be terminated with due observance of a notice period of at least three months prior to the expiry of the current year.

3.3 An Agreement for a definite period shall always be tacitly renewed for a period of 12 months, unless terminated by one of the parties by means of a registered letter or by email, at the latest three months prior to the expiry of the current agreement term.

Article 4: Services

4.1 The Services offered by 12Build include, but are not limited to cloud solutions:

4.2. 12Build offers Offering Parties and Requesting Parties the opportunity to get in touch with each other and to enter into an agreement. 12Build does not mediate in a substantive manner (directly or via the Platform) in the conclusion of an agreement between Customers and under no circumstances shall it be liable for the manner in which the Offering Party and the Requesting Party fulfil their rights and obligations with respect to each other. The Offering Party and the Requesting Party shall be responsible for concluding an agreement and for the proper performance thereof, as well as for the accuracy of the information provided by them. The agreement between the Offering Party and the Requesting Party is not concluded through the Platform or the Services.

4.3 12Build shall not be responsible for the intended result to be achieved with the Services. 12Build shall only be subject to best efforts obligations and not to result-based obligations.

4.4 12Build shall have the exclusive right to provide additional information about Requesting Parties for the benefit of, among others, but not limited to, Offering Parties, such as:

recommendations/comments by Offering Parties and other valuations/scores by Offering Parties and/or third parties about Requesting Parties (such as customer satisfaction, creditworthiness, willingness to calculate, certificates). This shall also apply in full to (derived) statistical information about Requesting Parties (such as calculation history via the Platform).

4.5 12Build shall have the exclusive right to prescribe the exclusive use of Reply email addresses for communication between customers on the Platform and for the Services.

4.6 12Build does not guarantee that backups will be made of the Customer's data entered on the Platform and/or Services, or that this data will be kept available in any other way. The Customer himself is therefore responsible for keeping a copy of the data entered by him through the Platform and/or Services.

Article 6: Use of the Platform

6.1 An Offering Party shall have access to the Platform from the commencement date of the Agreement. A Requesting Party may access the Platform at the invitation of an Offering Party or by completing the registration procedure on its own initiative. The use of the Platform is only open to persons of legal age, who are authorised to perform legal acts.

6.2 Upon completion of the registration procedure, the Customer will receive a password to be used to log into its own account on the Platform. The Customer shall treat its login details with care and shall be liable for any use that is made of his account and any ensuing consequences. 12Build shall have the right to block the Customer's login data in the event of suspected misuse or malpractice.

6.3 The Customer shall not grant access to its account other than to its employees or any other persons it has hired (freelancers, etc.). The Customer shall ensure that persons who are granted access to the Platform on its behalf adhere to the conditions as set out in the General Terms and Conditions. If such a user acts in breach of this provision, the Customer shall be liable to 12Build as if it were the Customer's own act.

6.4 The Customer guarantees the correctness of its information, posted on the Platform or otherwise, including company data, personal data, data provided for a Work, evaluations of other parties and all other types of reviews, messages, links and other posted information and/or data. The Customer shall regularly check the said data and, if necessary, supplement or amend it. 12Build does not check the correctness or completeness of the data posted by the Customer.

6.5 The Customer shall be responsible for professional and business use of the Platform and shall refrain from posting statements that tend to or may be interpreted as

offensive, hurtful or hateful and from sending bulk emails and performing other spam activities.

6.6 When using the Services, the Customer shall not cause nuisance or damage to 12Build or to third parties in any way.

6.7 The Customer shall not carry out or have carried out any actions that can be assumed to cause possible damage to systems and/or software from 12Build or third parties.

6.8 The Customer may not reproduce, counterfeit, copy, duplicate, sell, resell, rent or trade the Services and/or the software belonging to the Platform (or any part thereof).

6.9 The Customer warrants that it will use the Platform and the Services exclusively for itself or for the Customer's own business.

6.10 The Customer undertakes to comply with the rules of use as defined above and shall be liable for damages for breach of this obligation. 12Build may, without prior notice, remove from the Platform any statements and/or actions in violation of the rules of use.

6.11 12Build reserves the right to refuse and/or deny the Customer the use of the Platform or to remove placed projects if the Customer acts contrary to the provisions of the Agreement, these General Terms and Conditions, third-party rights, the 12Build assessment guidelines or that which is considered proper in society.

Article 7: Maintenance

7.1 12Build shall make every effort to ensure the best possible availability of the Platform and the Services, but shall be entitled, without this giving rise to any right to compensation vis-à-vis 12Build, to (temporarily) discontinue the Platform or to limit its use in the event that this is necessary, for example, for the maintenance or adaptation of the Platform.

Article 8: Intellectual property rights

8.1 All Intellectual property rights, contained in and/or arising from the Services offered by 12Build, including but not limited to the Intellectual Property Rights to the Platform, to its content (including but not limited to the layout, format and source code of the Platform) and the rights to trademarks, symbols and trade names as used by 12Build, shall be vested exclusively in 12Build or have been licensed to it.

8.2 No part of the content of the Platform may be made public and/or reproduced by the Customer without the express prior written consent of 12Build. Permission shall not be required where publication and/or reproduction is strictly necessary for the normal use of Platform.

8.3 The Customer guarantees that the information it has placed on the Platform does not infringe (Intellectual property) rights of third parties. The Customer fully indemnifies 12Build against all possible claims by third parties relating to the alleged infringement of the Intellectual Property Rights of those third parties, which in any way arise from and/or are related to the information placed on the Platform by the Customer.

Article 9: Competition-sensitive Information

9.1 The Offering Party is and shall remain the owner of the Competition-sensitive Information it has provided.

9.2 At the request of the Offering Party, after termination of the Agreement by 12Build, all Competition-sensitive Information of the Offering Party shall be deleted from the databases of 12Build and returned to the Offering Party in a format that can be used by the Offering Party. 12Build shall inform the Offering Party of the result of the actions taken for this purpose.

Article 10: Privacy

10.1 12Build may process personal data of the Customer for the purpose of the performance of the Services and in that case complies with its obligations under the legislation relating to the processing of personal data. In doing so, 12Build usually acts as a data controller.

10.2 12Build's privacy statement, published on the Website www.12build.com, applies to the processing of the Customer's personal data.

10.3 12Build's website and the Platform (including Customer personal data) are hosted in data centres within the European Union.

For the proper performance of its Services to the Customer, 12Build also uses third-party support services. To the extent that these service providers process personal data of Customers outside the EU, this is carried out in accordance with applicable privacy legislation.

Article 11: Liability and warranty

11.1 The liability of 12Build on any legal ground whatsoever shall be limited to compensation for direct damage, with a maximum of the amount of the price stipulated for the Agreement (excl. VAT), with a maximum of € 5,000. 12Build shall never be liable for compensation of indirect damage, including consequential damage, loss of profit, lost information or data, lost savings or damage due to business interruption.

11.2 The limitation of liability of the previous paragraph shall not apply in the event of intent or gross negligence on the part of 12Build.

11.3 Any right to compensation is conditional upon the Customer notifying 12Build in writing as soon as possible after the damage has occurred. Any claim against 12Build shall expire by the mere lapse of six months after the claim arose, unless the claim was already reported by the

Client to 12Build in writing and with adequate substantiation.

11.4 12Build shall not be liable for information posted on the Platform or otherwise and/or provided by third parties of 12Build (including but not limited to creditworthiness information).

11.5 12Build, to its best efforts, provide its clients with reliable services and for this purpose has taken adequate security measures to ensure the reliability and availability. However, 12Build does not give any guarantee for the error-free and/or uninterrupted functioning of the Platform and does not accept any liability whatsoever for any consequences of unavailability, temporary or otherwise. The Customer himself is therefore responsible for keeping a copy of the data entered by him through the Platform and/or Services.

Article 12: Indemnification

12.1 The Customer irrevocably and unconditionally indemnifies 12Build, its employees and its assistants engaged for the performance of the Agreement against any claim by third parties in connection with the performance of the Agreement by 12Build, including the costs of legal assistance and other legal costs to be incurred.

Article 13: Force majeure

13.1 Neither party shall be obliged to fulfil any obligation under the Agreement if it is prevented from doing so by force majeure. Force majeure shall also include force majeure or attributable failure on the part of suppliers and/or other third parties engaged by 12Build and impediments as a result of accidents, fire, flooding, telecommunications or internet disruption, strike, war, riots, rebellion, terrorism, blockade, government intervention, government requirements and regulations or restrictions imposed by legislation and/or regulations. If a situation of force majeure has lasted longer than ninety days, the party that is not affected by the situation of force majeure shall have the right to terminate the Agreement by giving written notice.

Article 14: Prices

14.1 All prices and rates stated by 12Build are in euros, unless explicitly stated or agreed otherwise. All prices and rates stated are exclusive of VAT and other statutory increases.

14.2 12Build reserves the right to change the prices and rates.

Article 15: Payment

15.1 Unless explicitly agreed otherwise, the Customer shall pay 12Build's invoices within fourteen days of the invoice date. This is a strict deadline.

15.2 In the event of (impending) liquidation, bankruptcy, seizure or suspension of payments of the Customer, the claims of 12Build against the Customer shall be immediately due and payable.

15.3 If the Customer is in default, it shall owe statutory commercial interest from the date payment became due. In this case, 12Build shall also be entitled to block access to (certain) functionalities of the Platform without the Customer having any right to compensation or payment as a result. Furthermore, 12Build will be entitled to recover all judicial and extrajudicial costs incurred to cure the payment default from the Customer.

Article 16: Cloud escrow continuity arrangement

16.1 12Build has set up a cloud escrow continuity arrangement with the Software Borg Stichting and the Stichting Continuïteit 12Build. The Stichting Continuïteit 12Build manages a recovery environment through which the functionality of 12Build's Platform will continue for a limited time in specific cases . The Software Borg Stichting monitors the technical and legal measures implemented for the purpose of the continuity arrangement.

16.2 The Offering Party 12Build has entered into a Service Level Agreement (SLA) with automatically participates in the continuity arrangement, as long as the Offering Party with an SLA has a valid Agreement with 12Build to which these General Terms and Conditions apply.

16.3 (Participation in) the continuity arrangement is subject to the terms and conditions of the Software Borg Stichting, which can be consulted and downloaded at: www.softwareborg.nl/12Build.

16.4 12Build shall provide the Software Borg Stichting and the Stichting Continuïteit 12Build with contact details of the Offering Party with an SLA, allowing them to establish the necessary communication with the Offering Party with an SLA .

Article 17: Termination of the Agreement

17.1 12Build shall be entitled, without prejudice to its other rights arising from the law and without being obliged to pay any compensation pursuant thereto, to terminate the Agreement by written notice, or if the Agreement was concluded electronically by email, with immediate effect and without judicial intervention, and thus to deny the Customer access to the Platform, if:
- The Customer applies for or will be granted a suspension of payments, files for bankruptcy or is declared bankrupt or offers a settlement outside of bankruptcy, or any part of its assets will be seized;

- The Customer ceases its operations, decides to liquidate, otherwise loses its legal personality, or transfers or merges its business;
- The Customer, after proper notice of default affording a period of 14 calendar days to remedy the failure, fails imputably in the fulfilment of its obligations under the Agreement.

17.2 Upon termination of the Agreement, for whatever reason, 12Build shall be entitled to full payment of the remaining fee until the end of the agreed term of the Agreement and shall not be obliged to repay any fees already paid to the Customer.

Article 18: Other provisions

18.1 12Build may transfer or outsource its rights or obligations under these General Terms and Conditions or the Agreement to a sister company or another third party it has engaged for that purpose. In the event of transfer or outsourcing, these General Terms and Conditions shall continue to apply to (the Agreement with) the Customer.

18.2 12Build shall be permitted to notify the collaboration between 12Build and Customer by means of commercial communications, including press releases, whether or not using Customer's logo.

Article 19: Applicable law and disputes

19.1 All legal relationships between 12Build and Customer shall be governed exclusively by Dutch law.

19.2 All disputes relating to the conclusion, interpretation or implementation of the Agreement shall be submitted exclusively to the competent court in the District Court of Overijssel, location Almelo, the Netherlands.