

# GENERAL TERMS AND CONDITIONS

RAINMEN B.V.

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# ARTICLE 1: APPLICABILITY

- 1.1 These General Terms and Conditions apply to all offers, assignments and agreements concluded by Rainmen B.V. and/or affiliated group companies and the Rainmen Franchisees trading under the name Rainmen. These General Terms and Conditions also apply to all amendments and/or additions to the relevant agreement and to all agreements concluded with Rainmen B.V. and/or affiliated group companies and the Rainmen Franchisees trading under the name Rainmen for whose performance third parties must be involved.
- 1.2 Deviations from these General Terms and Conditions can only be implemented in writing and only apply in such cases with respect to the specific agreement to which the deviations relate. The applicability of the Client's general terms and conditions are hereby expressly rejected, unless they have been accepted in writing by the Contractor.
- 1.3 Once the General Terms and Conditions apply, they will also apply to new agreements between the Parties without any further declaration.
- 1.4 In the event the provisions of the agreement that forms the basis for the Assignment differ from the General Terms and Conditions, the relevant provisions of the agreement will prevail.

# ARTICLE 2: DEFINITIONS

2.1 In these General Terms and Conditions, the terms below are defined as follow:

- A) General Terms and Conditions:  
These General Terms and Conditions as amended from time to time.
- B) Contractor:  
The Rainmen Franchisee that applies these General Terms and Conditions.
- C) Client  
The Contractor's other party that purchased the Assignment or wishes to do so.
- D) Assignment  
The activities agreed between the Contractor and the Client in mutual consultation including the materials delivered by the Contractor in that connection.

# ARTICLE 3: OFFERS

- 3.1 All offers are without obligation, unless the Contractor has expressly indicated otherwise. All offers can be withdrawn by the Contractor within two working days following acceptance thereof. All offers are based on the information provided by the Client during the intake/preparatory meetings.
- 3.2 Offers that are repetitive in nature are only binding for the period determined by the Contractor in writing.

# ARTICLE 4: PRICES

- 4.1 All prices indicated by the Contractor are exclusive of VAT unless expressly stated otherwise. They are based on the price-determining factors that apply at the time of the offers.
- 4.2 The Contractor has the right to increase the agreed prices and contract prices on the basis of increases in the aforementioned price-determining factors that occur thereafter, even if this increase was foreseeable. The Contractor also has the right to invoice the relevant amount of the increase as soon as the Contractor becomes aware of this.

# ARTICLE 5: PERFORMANCE OF THE ASSIGNMENT

- 5.1 If the Contractor is unable to comply as a result of circumstances that were not known to it when the agreement was concluded, the Contractor will have the right to amend the agreement in such a manner that its performance becomes possible.
- 5.2 The Contractor has the right to suspend compliance with its obligations if it is prevented temporarily from complying with its obligations as a result of changes to the circumstances that were not expected within reason at the time the agreement was concluded and that were beyond its control.
- 5.3 If and to the extent such is required for the proper performance of the Assignment, the Contractor will have the right to have certain activities performed by third parties.
- 5.4 If the Contractor performed in an unsound manner, such will not lead to a refund of the agreed price, but the Contractor or a fellow franchisee will perform the assignment again. In such cases, the Contractor will only charge the accommodation costs and any new material costs.

# ARTICLE 6: LIABILITY

- 6.1 The Contractor excludes all forms of liability for any loss by any name, resulting directly or indirectly, including consequential loss and direct trading loss and, with the exception of intent or gross negligence on the part of the Contractor, from any cause or act or negligence on the part of the Contractor, its personnel or other persons engaged in the performance of the agreement, such with the exception of statutory liability that cannot be excluded.
- 6.2 The Contractor excludes in particular all forms of liability for losses that arise from or that are related to any unlawful acts or omissions or a failure to comply with an obligation by a subordinate or independent auxiliary person, who is engaged by the Contractor in the performance of the activities instructed by the Client, to the extent such is not precluded by mandatory provisions of law.
- 6.3 If despite the matters set out in the previous two paragraphs the Contractor is nevertheless liable for any reason whatsoever and this liability is covered by the (professional liability) insurance policy, such liability will be limited to the amount of the payment made under its (professional liability) insurance policy increased by the excess that applies to the Contractor.
- 6.4 If the (professional liability) insurer does not provide cover or does not make payment in relevant cases, liability on the part of the Contractor is limited to at most the amount of the contract price or the overall invoiced amount involved in the performance of the assignment from which liability arises and has been agreed with the Client.

# ARTICLE 7: INDEMNIFICATION

- 7.1 The Client indemnifies the Contractor against all third-party claims, including but not limited to claims in connection with intellectual property rights, including the reasonable costs of legal assistance, which are related in any way with the Assignment performed for the Client, unless such is the consequence of intent or gross negligence on the part of the Contractor.



# ARTICLE 8: INTERIM TERMINATION/CANCELLATION

- 8.1 The Contractor and the Client have the right to terminate the agreement prematurely with due observance of a reasonable notice period. Notice of termination must be given in writing and will not lead to liability for any loss sustained by the other party as a result.
- 8.2 The Client can only cancel an assignment with due observance of the following:
- In the event cancellation takes place subject to a term of more than 1 month before the agreed commencement date of the performance of the Assignment, the Client will owe 50% of the agreed price.
  - In case cancellation takes place 1 month or less than 1 month before the agreed commencement date of the performance of the Assignment, the Client will owe all of the agreed price to the Contractor.
- 8.3 The Client can only cancel an assignment with due observance of the following:

# ARTICLE 8: INTERIM TERMINATION/CANCELLATION

8.4 Each party has the right to terminate all or part of the agreement with immediate effect without having to observe a notice period, without requiring notice of default or judicial intervention and without the terminating party being obliged to pay compensation:

- in the event the other party fails to comply with any obligation arising from the agreement and such failure has not been remedied by the former party within four weeks after written notification thereof;
- in the event the other party has applied for a suspension of payment, the other party has been declared bankrupt, a liquidation order has been rendered against it or an administrator has been appointed for its assets or part thereof;
- if the other party fails to comply properly or on time with an obligation that arises for him from the agreement despite having been afforded the opportunity to do so and despite have received a demand to that effect.

8.5 Cancellation of Assignment must be performed in writing.

# ARTICLE 9: PAYMENT

- 9.1 The Client is required to pay the invoices from the Contractor within 14 days after the invoice date. Invoicing takes place immediately after the Assignment has commenced.
- 9.2 The Client will be in default if the payment term is exceeded. The Client owes contractual interest of 1% per month, in which connection a part of a month is counted as a whole month, on the outstanding amount as from the moment the Client defaults
- 9.3 If the Client is in default, the Contractor reserves the right to suspend or cancel the agreed follow-up assignments.
- 9.4 If the Client is in default as regards payment or compliance with any other obligation arising from the agreement, the Contractor will have the right to terminate all or part of that agreement without judicial intervention, such without prejudice to the Contractor's right to claim compensation.

# ARTICLE 10: INTELLECTUAL PROPERTY

- 10.1 The Client is not allowed without the written approval of the Contractor to sell, show or otherwise give in use to third parties the designs, images, drawings, models, software, offers and suchlike (hereinafter: Documents) provided by the Contractor. The Client does have the right to reproduce these Documents for its own use to the extent such is inherent in the Assignment within reason.
- 10.2 Unless agreed otherwise, copyrights as well as other intellectual property rights in respect of these Documents continue to vest in the Contractor.
- 10.3 The Client is obliged to return the Documents to the Contractor upon first request subject to a penalty of EUR 500 per day.

# ARTICLE 11: CONFIDENTIALLY

- 11.1 The Contractor commits that it will observe confidentiality of all information received within the context of the Assignment concerning the business of the Client, which it should suspect to be confidential in nature.

# ARTICLE 12: FORCE MAJEURE

- 12.1 Neither party is obliged to comply with any obligation if it is prevented from doing so as a result of force majeure.
- 12.2 To the extent not already included therein, force majeure also includes: job strikes, factory occupation, blockades, embargoes, government measures, war, revolution and/or any similar circumstance, power failures, breakdowns in lines of electronic communication, cable breaks, fires, explosions, water damage, lightning strikes, natural disasters, floods and/or earthquakes, lack of personnel or illness of the part of the Contractor.
- 12.3 If the situation of force majeure lasts more than ninety (90) days, the parties will have the right to terminate the Assignment by means of a registered, written notification, unless it is foreseeable at that time that the situation of force majeure will be resolved within a reasonable term. Performances already delivered pursuant to the Assignment will be settled on a proportionate basis in case of termination in connection with force majeure, without the parties otherwise owing each other anything.

# ARTICLE 13: APPLICABLE LAW AND COMPETENT COURT

- 13.1 All offers and agreements for the performance of Assignments are governed exclusively by Dutch law.
- 13.2 Disputes arising from or related to an offer made to or an agreement concluded with the Client will be settled by the competent court in Amsterdam unless the law provides that the Subdistrict Court has jurisdiction.

# ARTICLE 14: FINAL PROVISION

- 14.1 The Contractor is authorised to amend these General Terms and Conditions. The version of the General Terms and Conditions that was filed most recently always applies..
- 14.2 In the event provisions or parts of provisions from the agreement and/or these General Terms and Conditions or annexes thereto are or will become unlawful, invalid or unenforceable as a result of mandatory provisions of law or in any other way, the other provisions of the valid part of the invalid provisions will remain fully in force and enforceable, without any consequence for the other obligations of the parties. In addition, the unlawful, invalid or unenforceable provision will be deemed to have been replaced with a provision that has the same legal and commercial purpose as much as possible.

These General Terms and Conditions have been filed with the office of the Chamber of Commerce in Amsterdam and be consulted on the website ([www.rainmengroup.com/en](http://www.rainmengroup.com/en)).



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