

GENERAL TERMS AND CONDITIONS FOUNDATION FOR MARKET INFORMATION RESEARCH

Article 1: Definitions

- Foundation for Market Information Research, located in Badhoevedorp, Chamber of Commerce number 66169208, is referred to as SOMI in these general terms and conditions.
- The counterparty of SOMI is referred to as a participant in these general terms and conditions.
- Parties are SOMI and participant together, as well as each for themselves
- The agreement means the entirety of provisions and agreements regarding participation by the participant in the action(s) of SOMI, as communicated on www.somi.nl, the SOMI website.

Article 2: Applicability of general terms and conditions

- These conditions apply to all offers, commitments, agreements or deliveries of services by or on behalf of SOMI to the participant.
- It is only possible to deviate from these general terms and conditions if this has been expressly agreed in writing by the parties.
- By using our services, you also agree to the SOMI privacy conditions as included on www.somi.nl.

Article 3: Payments

- Full payments for SOMI services must be made through the SOMI website or online environment. For reservations, where applicable, a deposit may be requested. In that case, a participant will receive proof of reservation and advance payment. Instead of direct payment (via a payment service provider), SOMI can also offer the option of paying afterwards via a payment service provider after receipt of the service by the participant. Payment by the participant must be made within 14 days of the invoice date.
- With an order placed by the participant by subscribing to a promotion from SOMI, SOMI can charge at least a one-off fixed fee of EUR 17.50 to the participant. This fee covers the costs of processing the enrollment, providing information about the promotion and commencing an investigation or (social or advocacy) promotion. If no costs have to be charged to the participant, SOMI will notify the relevant payment service provider in appropriate time.
- If the participant does not pay on time, they are in default. If the participant remains in default, SOMI is entitled to suspend the obligations until the participant has fulfilled their payment obligation.
- If the participant remains in default, SOMI will proceed to collect it. The costs related to that collection will be borne by the participant. These collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs. SOMI can outsource the entire process from acceptance to collection to a third party.
- In case of liquidation, bankruptcy, attachment or suspension of payment of the participant, the claims of SOMI on the participant are immediately due and payable.
- If the participant refuses to cooperate with the execution of the assignment by SOMI, they are still obliged to pay the agreed price to SOMI

Article 4: Offers, quotations and price

- Offers are without obligation, unless a term of acceptance has been stated in the offer. If the offer is not accepted within that set period, the offer will expire.
- Delivery or performance periods in quotations are indicative and do not entitle the participant to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
- Offers and quotations do not automatically apply to repeat orders or subsequent services. Parties must agree this explicitly and in writing.
- The price stated on offers, quotations, agreements and invoices consists of the purchase price or participation fee (including the VAT owed and any other government levies, where applicable).

Article 5: Right of withdrawals

- The consumer is given the right to dissolve the contract without giving any reason within 14 days after receipt of a registration or order (right of withdrawal). The period starts from the moment that the (entire) registration or order is completed or received by the consumer.
- There is no right of withdrawal if products or services are tailor-made or provided according to its specifications or are only briefly relevant.

- The consumer can use a SOMI withdrawal form. SOMI is obliged to make this available immediately after the participant's question.
- During the reflection period, the consumer will handle the delivered goods with care. They will only use the product to the extent necessary to assess whether they wish to use the service. If they make use of their right of withdrawal with regard to a product, they will return the unused and undamaged product with all accessories supplied to SOMI, in accordance with the reasonable and clear instructions provided by SOMI.

Article 6: Changes to the agreement

- If during the execution of the agreement it appears that for the proper execution of the assignment it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and by mutual agreement.
- If the parties agree that the agreement will be changed or supplemented, the time of completion of the execution can be influenced by this. SOMI will inform the participant of this as soon as possible.
- If the amendment or supplement to the agreement has financial and/or qualitative consequences, SOMI will inform the participant in writing in advance.
- If the parties agree that the agreement will be changed or supplemented, the time of completion of the the parties have agreed a fixed price or fee, SOMI will indicate when the change or addition to the agreement will result in the price or fee being exceeded.
- Contrary to the provisions of the third paragraph of this article, SOMI cannot charge additional costs if the change or addition is the result of circumstances that can be attributed to SOMI.

Artikel 7: Delivery and transfer of risk

- As soon as the purchased item has been received by the participant, the risk will transfer from SOMI to the participant, unless the parties have agreed otherwise in writing.

Article 8: Research, complaints

- The buyer is obliged to inspect the goods delivered at the time of delivery or delivery, but in any case within the shortest possible time. In doing so, the participant should investigate whether the quality and quantity of the delivered goods correspond with what the parties have agreed, at least that quality and quantity meet the requirements that apply to them in normal (trade) traffic.
- Complaints regarding damage, shortages or loss of (results of) delivered goods or services must be reported in writing to SOMI by the participant within 10 working days after delivery.
- If the complaint is well-founded within the stipulated period, SOMI has the right to either repair, or to deliver again, or to refrain from delivery and to send the participant a credit note.
- Slight and/or deviations customary in the industry and differences upon delivery cannot be invoked against SOMI.
- Complaints with regard to a certain product or service do not affect other products or services or parts belonging to the same agreement.
- Complaints will no longer be accepted after processing received goods or services from the participant.

Article 9: Delivery

- Delivery will be paid by the receiver. This means that all costs of delivery are for the participant.
- The participant is obliged to purchase the goods or services when SOMI delivers them or has them delivered to them, or at the time when these are made available in accordance with the agreement.
- If the participant refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery of an item, SOMI is entitled to store it at its own expense and risk.
- If goods or services are delivered, SOMI is entitled to charge the costs for this.
- If SOMI needs information from participant for the execution of the agreement, the delivery time will commence after the participant has made this information available to SOMI.
- A delivery period specified by SOMI is indicative. This is never a strict deadline. If the term is exceeded, the participant must give SOMI notice of default in writing.
- SOMI is entitled to deliver goods or services in parts, unless the parties have agreed otherwise in writing or no independent value can be attributed to partial delivery. SOMI is entitled to invoice these parts separately upon delivery.

Article 10: Force Majeure

- If SOMI cannot timely or properly fulfill its obligations under the agreement due to force majeure, SOMI is not liable for damage suffered by the participant.
- Force majeure means in any case parties that SOMI could not take into account at the time of entering into the agreement and as a result of which the normal execution of the agreement cannot reasonably be demanded by the participant, such as illness, war or danger of war, civil war and riot, acts of war, sabotage, terrorism, power failure, flooding, earthquake, fire, business occupation, strikes, altered government measures, transportation difficulties, and other disruptions in the business of SOMI or its directors or suppliers.
- The parties furthermore understand force majeure as the circumstance that directors or supply companies on which SOMI is dependent for the execution of the agreement do not fulfill the contractual obligations towards SOMI, unless this can be blamed on SOMI.
- If a situation as referred to above occurs as a result of which SOMI is unable to meet its obligations to the participant, those obligations will be suspended as long as SOMI cannot meet its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part.
- If the force majeure continues for more than three months, the participant has the right to dissolve the agreement with immediate effect. Dissolution is only possible by registered letter.

Article 11: Transfer of rights

- Rights of a participant under this agreement cannot be transferred without the prior written consent of SOMI. SOMI can always transfer its rights and obligations towards the participant by informing the participant about this. This provision applies as a clause with property law effect as referred to in Section 3:83 (2) of the Dutch Civil Code.

Article 12: Retention of title and right of retention

- The goods present and delivered goods and services at SOMI remain the property of SOMI until the participant has paid the entire agreed price. Until then, SOMI can invoke retention of title and take back goods or set off performances.
- If amounts to be paid in advance are not or not paid on time, SOMI has the right to suspend work until the agreed part has been paid. There is then a question of credit default. In that case, a late delivery cannot be enforced against SOMI.
- If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, SOMI has the right of retention. The item will not be delivered until the participant has paid in full and in accordance with the agreement.
- In the event of liquidation, insolvency or suspension of payment of the participant, the obligations of the participant are immediately due and payable.

Article 13: Liability

- Any liability for damage arising from or related to the performance of an agreement is always limited to the amount paid out in the relevant case by any liability insurance policy or policies taken out, or, if lower or otherwise, to the amount of participation.
- The liability of SOMI for damage that is the result of intent or deliberate recklessness of SOMI is not excluded.

Article 14: Obligation to complain

- The buyer is obliged to report complaints about the work performed to SOMI immediately. The complaint contains the most detailed description of the shortcoming, so that SOMI is able to respond adequately.
- If a complaint is well-founded, SOMI is obliged to repair it properly or to deliver the performance again.

Article 15: Applicable law and competent court

- Dutch law is exclusively applicable to every agreement between the parties.

- The Dutch court in the district where Foundation for Market Information Research is established has exclusive jurisdiction to hear any disputes between parties, unless the law prescribes otherwise.
- The applicability of the Vienna Sales Convention is excluded.
- If one or more provisions of these general terms and conditions are regarded as unreasonably onerous in legal proceedings, the other provisions remain in full force.

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