

GENERAL TERMS & CONDITIONS

Vantage Point Consulting

Version February 2026

These General Terms and Conditions apply to all offers, quotations and agreements of Vantage Point Consulting, registered with the Dutch Chamber of Commerce (KvK) under number 99735679 (VAT identification number: NL005290265B41).

Article 1 – Definitions

In these General Terms and Conditions, the following definitions apply:

- Service Provider: Vantage Point Consulting, the sole proprietorship (eenmanszaak) of Dave Hamelink, registered with the Chamber of Commerce under number 99735679;
- Client: the natural person or legal entity entering into an agreement with the Service Provider;
- Agreement: any service agreement (overeenkomst van opdracht) between Service Provider and Client;
- Services: all activities performed by Service Provider, including consultancy in supply chain, cold storage efficiency, lean management and process optimisation;
- Quotation: a non-binding offer from Service Provider to Client;
- In writing: includes communication by email.

Article 2 – Applicability

2.1 These General Terms and Conditions apply to all offers, quotations, work, agreements and deliveries of services by or on behalf of Service Provider.

2.2 Deviations from and additions to these Terms are only valid if expressly agreed in writing.

2.3 The applicability of any general terms and conditions of Client is expressly rejected.

2.4 If one or more provisions of these Terms are void or voidable, the remaining provisions shall remain in full force.

Article 3 – Offers and Quotations

3.1 All offers and quotations by Service Provider are non-binding, unless a time limit for acceptance is expressly stated therein.

3.2 A quotation is valid for 30 days from the date of issue, unless otherwise stated.

3.3 An agreement is concluded at the moment Client accepts the quotation in writing, or Service Provider confirms the assignment in writing.

3.4 Service Provider cannot be held to a quotation if Client could reasonably understand that the quotation or part of it contains an error or oversight.

Article 4 – Performance of the Assignment

- 4.1 Service Provider performs the work to the best of its knowledge and ability, in accordance with the requirements of sound professional practice.
- 4.2 Service Provider undertakes a best-efforts obligation (inspanningsverplichting) and not a results obligation, unless expressly agreed otherwise in writing.
- 4.3 Client shall provide Service Provider in a timely manner with all information, documents and cooperation necessary for the execution of the assignment. Service Provider is not liable for damage resulting from incorrect or incomplete information provided by Client.
- 4.4 Service Provider is entitled to execute the agreement in parts.
- 4.5 Service Provider is authorised to engage third parties in the execution of the agreement, in consultation with Client.

Article 5 – Modification of the Agreement

- 5.1 If the parties agree to modify or supplement the agreement, this may affect the completion date. Service Provider will notify Client as soon as possible.
- 5.2 If a fixed price has been agreed, Service Provider will indicate to what extent the modification results in a price increase.
- 5.3 Additional work will only be performed after written instruction from Client and will be invoiced at the agreed hourly rate.

Article 6 – Fees and Costs

- 6.1 The fee for Service Provider's services is based on the rates stated in the quotation or agreement.
- 6.2 Rates are exclusive of VAT (21%), unless expressly stated otherwise.
- 6.3 Service Provider is entitled to adjust rates once per calendar year. Rate changes are communicated in writing at least 30 days in advance.
- 6.4 Travel and accommodation costs are charged separately based on actual costs incurred, unless otherwise agreed.
- 6.5 Other costs incurred will be passed on with the prior consent of Client.

Article 7 – Payment

- 7.1 Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.
- 7.2 Payment must be made to the bank account of Service Provider: IBAN NL43 ADYB 1000 0592 84, in the name of Vantage Point Consulting, as also stated on the invoice.
- 7.3 In the event of late payment, Client shall owe the statutory commercial interest (wettelijke handelsrente) on the outstanding amount without further notice of default.
- 7.4 All (extrajudicial) collection costs, with a minimum of EUR 250, incurred by Service Provider as a result of non-performance by Client shall be borne by Client.
- 7.5 Service Provider is entitled to suspend its activities if Client is in default of payment.
- 7.6 Service Provider is at all times entitled to send an advance invoice or to demand security for fulfilment of the payment obligation.

Article 8 – Termination

- 8.1 Either party may terminate the agreement at any time, subject to a notice period of 30 days, unless otherwise agreed.
- 8.2 Work already performed upon premature termination shall be invoiced at the agreed rates.
- 8.3 Service Provider is entitled to dissolve the agreement with immediate effect if Client is declared bankrupt, has applied for a suspension of payments, or is otherwise unable to meet its obligations.

Article 9 – Liability

- 9.1 Service Provider's liability is limited to the amount paid out under its professional liability insurance in the relevant case, plus the excess.
- 9.2 If the professional liability insurance does not pay out, liability is limited to the invoice value of the assignment, or that part of the assignment to which the liability relates, up to a maximum of EUR 10,000.
- 9.3 Service Provider is never liable for indirect damage, consequential damage, loss of profit, missed savings, business interruption damage or immaterial damage.
- 9.4 Service Provider is not liable for damage resulting from incorrect or incomplete information provided by Client.
- 9.5 Any claims against Service Provider must be submitted in writing within one year of the damage arising, failing which the right to compensation lapses.

Article 10 – Force Majeure

- 10.1 Service Provider is not obliged to fulfil any obligation if prevented from doing so as a result of force majeure.
- 10.2 Force majeure includes: circumstances preventing fulfilment that cannot be attributed to Service Provider, including illness, government measures, strikes, transport problems and extreme weather conditions.
- 10.3 If the force majeure situation lasts more than 60 days, either party has the right to dissolve the agreement. Work already performed shall be reimbursed.

Article 11 – Intellectual Property

- 11.1 All intellectual property rights in methodologies, analyses, reports and other documents developed by Service Provider vest in Service Provider.
- 11.2 Client obtains a non-exclusive right to use work products developed specifically for Client, solely for internal use within its own organisation.
- 11.3 Client is not entitled to reproduce, publish or make available to third parties any work products without prior written consent of Service Provider.
- 11.4 Service Provider retains the right to use the knowledge and experience acquired for other purposes, provided that no confidential information of Client is disclosed to third parties.

Article 12 – Confidentiality

- 12.1 Both parties undertake to maintain confidentiality regarding all confidential information received from each other in the context of the agreement.
- 12.2 Information is considered confidential if so designated by the relevant party or if the recipient can reasonably understand this to be the case.
- 12.3 The confidentiality obligation does not apply if disclosure is required by law or court order.
- 12.4 The confidentiality obligation continues for two years after termination of the agreement.

Article 13 – Personal Data

- 13.1 Service Provider processes personal data of Client's contact persons for the execution of the agreement and administrative purposes.
- 13.2 Service Provider handles personal data with care and processes it in accordance with the General Data Protection Regulation (GDPR).
- 13.3 For more information on the processing of personal data, Service Provider refers to its Privacy Policy, published at www.vantagepointconsulting.nl.

Article 14 – Complaints

- 14.1 Complaints regarding work performed must be reported in writing to Service Provider within 14 days of delivery.
- 14.2 Submitted complaints do not suspend the Client's payment obligations.
- 14.3 Service Provider aims to respond to complaints within 10 working days of receipt.

Article 15 – Governing Law and Disputes

- 15.1 All agreements between Service Provider and Client are governed exclusively by Dutch law.
- 15.2 Disputes shall be submitted exclusively to the competent court in the district where Service Provider has its registered office.
- 15.3 The parties shall first attempt to resolve any dispute amicably before referring it to the courts.

Contact Vantage Point Consulting

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Version: February 2026 — Vantage Point Consulting reserves the right to amend these terms.