

**GENERAL TERMS AND CONDITIONS OF  
DVA DEMENTIA VILLAGE® ASSOCIATES B.V.**

Registered with the Dutch Chamber of Commerce under number 64071405

Article 1. Definitions .....	2
Article 2. Applicability .....	2
Article 3. Offers and quotations.....	3
Article 4. Conclusion of the Agreement.....	4
Article 5. Engagement of third parties.....	4
Article 6. Consultancy activities .....	4
Article 7. Implementation and legislation.....	5
Article 8. Delivery and execution terms.....	5
Article 9. Contract variations of additional work or less work than contracted .....	5
Article 10. Invoicing and payment .....	6
Article 11. Suspension and dissolution .....	7
Article 12. Liability .....	8
Article 13. Limitation and expiry.....	9
Article 14. Force majeure.....	9
Article 15. Unfeasibility of the Agreement .....	9
Article 16. Cancellation and interim termination .....	10
Article 17. Intellectual property rights.....	10
Article 18. Confidentiality .....	11
Article 19. Amendment and interpretation of the General Terms and Conditions ..	11
Article 20. Subsequent effect.....	11
Article 21. Applicable law and competent court.....	11

IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A

IBAN 64071405  
BIC NI8555.09.818.B01

KVK 64071405  
BTW NL8555.09.818.B01

## Article 1. Definitions

In these General Terms and Conditions, the terms below have the following meaning:

1. **DVA Dementia Village® B.V. (hereinafter to be referred to as: DVA):** the contractual other Party to the Agreement with the Client and user of these General Terms and Conditions in the sense of Section 6:231 sub b of the Dutch Civil Code.
2. **Client:** the natural or legal person who instructs DVA to provide Services and for this purpose has entered into an Agreement with DVA or has entered into negotiations with DVA about the conclusion of such an Agreement.
3. **Agreement:** the Agreement to provide Services.
4. **Services:** all activities carried out by DVA in the context of the Agreement, including but not limited to consultancy activities.
5. **Parties:** DVA and the Client jointly, and each separately as "Party".
6. **Written/In writing:** in these General Terms and Conditions, "Written" or "In writing" also includes communication by email, fax or digitally (e.g. via an online interface), provided that the identity of the sender and the integrity of the content are sufficiently established.
7. **Work(s):** any work that has its own original character with the personal stamp of the creator. In the context of these General Terms and Conditions, "Work" means in any case, but not exclusively, advisory reports and all other documents produced by DVA in the context of the performance of the Agreement.

## Article 2. Applicability

1. These General Terms and Conditions apply to all offers, quotations, agreements, services, deliveries and activities of DVA, of any nature whatsoever, unless the applicability of these General Terms and Conditions has been expressly excluded In writing in full or in parts, or has been explicitly agreed upon otherwise.
2. Any terms and conditions of the Client are expressly rejected. Deviations from and additions to these terms and conditions only apply if and in so far as these have been explicitly accepted by DVA In writing.
3. If DVA allows deviations from these General Terms and Conditions for a short or longer period of time, tacitly or otherwise, this does not affect its right to demand direct and strict compliance with these General Terms and Conditions after all. The Client cannot derive any rights from the manner in which DVA applies the present General Terms and Conditions.
4. The present General Terms and Conditions also apply to all agreements with DVA, for which third parties have to be engaged. These third parties can use the present General Terms and Conditions towards the Client, including possible exclusions of liability.
5. In the event that several (legal) persons or companies are appointed with the Client, each of these (legal) persons or companies will be jointly and severally liable to fulfil all obligations arising from the Agreement concluded with DVA.

IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A  
KVK 64071405  
BTW NL8555.09.818.B01

6. In the event that one or more of the provisions of these General Terms and Conditions or any other Agreement with DVA should be in conflict with an imperative provision of law or any applicable legal regulation, the provision in question will lapse and will be replaced by a new, legally admissible and comparable provision to be determined by DVA.
7. DVA reserves the right to change these General Terms and Conditions at any time. The most recently deposited version or the version that was valid at the time the Agreement was concluded applies at all times.
8. The Client with whom an Agreement has been made once with these General Terms and Conditions being applicable, agrees to the applicability of these General Terms and Conditions to subsequent Agreements between them and DVA, unless otherwise agreed upon In writing.
9. In the event of a conflict between the content of an Agreement concluded between the Client and DVA and the present General Terms and Conditions, the content of the Agreement will prevail.

### **Article 3. Offers and quotations**

1. All offers and quotations of DVA are revocable and are made without obligation, unless indicated otherwise In writing.
2. The Client guarantees the accuracy and completeness of the requirements and specifications of the performance and other information and data on which DVA bases its offer.
3. A compound quotation does not oblige DVA to carry out part of the order for a corresponding part of the quoted price.
4. The content of the order is exclusively determined by the description of the order given in the quotation and order confirmation.
5. The prices in the offers and quotations of DVA are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the order and the performance of activities arising from additional requirements imposed by the government/authority.
6. Prices, rates and delivery periods in quotations are based on information and data provided by the Client upon request. Should this information and data subsequently be changed or prove to be inaccurate or incomplete, this may have consequences for the prices, rates and delivery periods quoted.
7. When making an offer, DVA does not accept any responsibility for the documents elaborated by or on behalf of the Client and/or third parties, nor for the possible accuracy or completeness thereof, as well as any results or conclusions resulting from this, unless DVA has explicitly confirmed this to the Client In writing.
8. DVA has the right to charge the costs associated with the offer and/or quotation to the Client, provided that DVA has informed the Client of these costs In writing in advance.

IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A  
KVK 64071405  
BTW NL8555.09.818.B01

#### **Article 4. Conclusion of the Agreement**

1. Subject to the provisions below, an Agreement with DVA is only concluded after DVA has received the signed quotation from the Client in return, or as soon as DVA has commenced with the consent of the Client, or as soon as DVA has received a first payment of an invoice submitted by DVA on the basis of an (as yet unsigned) quotation.
2. If the acceptance (on minor points) deviates from the offer included in the quotation, the Agreement will not be concluded in accordance with this deviating acceptance, unless DVA states otherwise.
3. Any additional agreements made at a later date, or changes made, will only be binding on DVA if these have been confirmed by DVA In writing.
4. For Agreements, activities or transactions for which, due to their nature and scope, no Written offer or order confirmation is sent, the invoice is deemed to accurately and completely reflect the Agreement, unless a Written objection is made within seven (7) working days of the invoice date.
5. Each Agreement is entered into by DVA under the suspensive condition that DVA is authorised to check the creditworthiness of the Client, in connection with the financial performance of the Agreement. Should DVA be of the opinion, on reasonable grounds, that the Client is not (sufficiently) creditworthy, then DVA has the right to temporarily suspend its obligations. In the event of such a suspension, DVA will immediately inform the Client In writing and offer the Client the opportunity to provide security.

#### **Article 5. Engagement of third parties**

1. DVA has the right to involve third parties in the performance of the Agreement, if and in so far as this is required for the proper performance of the Agreement. All this at the discretion of DVA. The applicability of Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
2. If DVA is obliged to observe confidentiality with regard to the content and performance of the Agreement, DVA will agree on the same confidentiality obligation with the third parties it engages.

#### **Article 6. Consultancy activities**

1. DVA is obliged to carry out the order as a good Contractor, soundly and in accordance with the provisions of the Agreement.
2. DVA does not provide any technical or development advice and therefore does not accept any liability for (technical) advice with regard to the building or its development or construction. DVA is also not obliged to point out to the Client any imperfections or defects in (building) constructions, designs and working methods prescribed by or on behalf of the Client, or in building materials and

NL38 INGB 0006 9071 91  
INGB NL 2A

IBAN  
BIC

64071405  
NL8555.09.818.801

KVK  
BTW

auxiliary materials made available or prescribed by the Client, unless and only in so far as the Parties have agreed otherwise In writing.

3. DVA cannot be obliged to start with the execution of work until it has received all the information and data necessary for this purpose and it has received any agreed (advance) payment. In the event of any delays resulting from this, the stated delivery dates will be adjusted proportionally.
4. The activities of DVA explicitly do not include applying for the permits, exemptions and permissions required for the (construction) activities. DVA is therefore never liable for any damage suffered by the Client as a result of not obtaining a requested permit, exemption or permission.
5. The conversion of the advice, reports and other results of the Services provided by DVA to the local market(s) is the responsibility of the Client and does not form part of the Agreement with DVA. DVA provides support in this but is not responsible for the elaboration and result or the costs involved.

#### **Article 7. Implementation and legislation**

DVA is not obliged to check the activities it carries out and the advice it gives against locally applicable national or local legislation and regulations. The Client is responsible for the implementation of the advice issued by DVA in accordance with the relevant legislation and regulations. The costs associated with the implementation of the advice issued in accordance with this legislation and regulations are for the Client's account.

#### **Article 8. Delivery and execution terms**

1. Specified periods within which the activities must be carried out can never be regarded as deadlines unless the Parties have explicitly agreed otherwise In writing. If DVA does not fulfil its obligations under the Agreement or does not fulfil them on time, it must therefore be given notice of default In writing.
2. When carrying out the activities in phases, each phase is considered a separate transaction and can be invoiced separately by DVA.
3. If the end result of the activities of DVA consists of an (advisory) report, this (advisory) report will be provided digitally by DVA, unless explicitly agreed otherwise.
4. If the commencement or progress of the activities is delayed due to factors that are at the expense and risk of the Client, the costs and damage arising from this for DVA must be compensated by the Client.

#### **Article 9. Contract variations of additional work or less work than contracted**

1. The order only includes what has been agreed between the Parties. Contract variations commissioned before or during the performance of the work will be charged to the Client by DVA at the applicable rates. DVA is entitled to charge the Client for additional work immediately after its execution.

NL38 INGB 0006 9071 91  
INGB NL 2A  
IBAN  
BIC  
64071405  
NL8555.09.818.B01  
KVK  
BTW

2. Settlement of contract variations takes place:
  - a. in the event of changes to the original Agreement;
  - b. in the event of changes to the preconditions of the Agreement as expressed in DVA's quotation;
  - c. in the event of instructions by or on behalf of the government on the basis of statutory regulations or decisions in so far as these could not reasonably have been foreseen before or at the time the Agreement was concluded;
  - d. in the cases in which settlement of additional and less work is prescribed in the Agreement.
3. Contract variations may, among other things, have consequences for the agreed term of performance. Without being in default, DVA can refuse a request for contract variations if these could have consequences in terms of quality for the work to be carried out in that context.
4. If contract variations have consequences for the Agreement from a qualitative or financial point of view, DVA will inform the Client thereof In Writing within a reasonable period of time.

#### **Article 10. Invoicing and payment**

1. DVA is entitled to demand an advance payment from the Client prior to the execution of the Agreement, which advance payment will be deducted from the last invoice. Advance payments must be made without delay.
2. Invoices must be paid within fourteen (14) days from the invoice date, in a manner to be indicated by DVA and in the currency in which the invoice was made. DVA does not accept payment in cash, cheques or by credit card. The currency risk is entirely at the expense of the Client.
3. After the expiry of fourteen (14) days after the invoice date, the Client is in default by operation of law without any further notice of default being required.
4. From the moment of default, the Client will owe an interest of 1% per month on the amount due and payable, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest will apply. All (extra)judicial costs incurred by DVA to obtain payment - both in and out of court - are for the Client's account from that moment on. In that case, the Client will owe a compensation of at least 15% of the outstanding amount, with a minimum of EUR 250. If the costs actually incurred and to be incurred by DVA exceed this amount, they will also qualify for reimbursement.
5. If the Client has not fulfilled their payment obligations in time, DVA is authorised to suspend the fulfilment of the obligations entered into towards the Client to deliver and/or to carry out work until payment has been made or proper security has been provided for this. The same applies even before the moment of being in default if DVA has a reasonable suspicion that there are reasons to doubt the Client's creditworthiness.

KVK 64071405  
BTW NL8555.09.818.B01  
IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A

6. In the event of liquidation or (petition for) bankruptcy or suspension of payment of the Client, the claims of DVA and the obligations of the Client towards DVA are immediately due and payable.
7. Payments made by the Client always serve to settle in the first place all interest and costs owed, and in the second place all due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
8. DVA is entitled to refuse full settlement of the principal sum, if the outstanding and current interest and costs are not also paid at the same time.
9. If several (legal) persons or companies are appointed as Clients, they will be jointly and severally held to fulfil all obligations arising from the Agreement concluded with DVA.
10. If the Client, for whatever reason, has one or more counterclaims against DVA, the Client waives the right to setoff. The aforesaid waiver of the right of setoff also applies if the Client applies for (provisional) suspension of payment or is declared bankrupt.

#### **Article 11. Suspension and dissolution**

1. If the Client fails to fulfil their obligations under the Agreement, DVA is entitled to dissolve the Agreement extrajudicially by means of a registered letter, without prejudice to the provisions of the Agreement in this respect. The dissolution will only take place after the Client has been given notice of default in writing and a reasonable period of time has been given to remedy the shortcoming.
2. Furthermore, DVA is entitled, without any reminder or notice of default being required, to dissolve the Agreement in whole or in part by means of a registered letter extrajudicially and with immediate effect if:
  - a. the Client applies for (provisional) suspension of payment or the Client is granted (provisional) suspension of payment;
  - b. the Client files for their own bankruptcy or is declared bankrupt;
  - c. the Client's company is liquidated;
  - d. an important part of the Client's company is taken over;
  - e. the Client ceases their current company;
  - f. a substantial part of the Client's capital is seized through no fault of DVA, or if the Client should otherwise no longer be able to fulfil the obligations arising from the Agreement.
3. The Client only has the authority to suspend or dissolve the Agreement with DVA in so far as this authority arises from the law. If, at the time of dissolution, the Client had already received performances under the Agreement, they can only dissolve the Agreement in part and only for that part which has not yet been performed by or on behalf of DVA.

IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A  
KVK 64071405  
BTW NL8555.09.818.B01

4. Amounts that DVA has invoiced to the Client prior to the dissolution in connection with what DVA has already performed under the Agreement, remain due by the Client to DVA undiminished and become immediately due and payable at the moment of dissolution.
5. If the Client, after having been given notice of default, does not fulfil any obligation arising from the Agreement, or does not fulfil it fully or on time, DVA is entitled to suspend its obligations towards the Client, without being obliged to pay any compensation towards the Client. DVA is also entitled to do so in the circumstances referred to under paragraph 2 of this Article.

#### **Article 12. Liability**

1. If DVA is liable for damage, then this liability is limited to compensation of direct damage and to a maximum of the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In the case of an Agreement with an unlimited duration or a duration exceeding six (6) months, the liability of DVA is further limited to the amounts paid by the Client to DVA in the six (6) months preceding the occurrence of the damage.
2. Direct damage is exclusively understood to mean:
  - a. the reasonable costs to determine the cause and extent of the damage, in so far as the determination relates to damage in the sense of these General Terms and Conditions;
  - b. any reasonable costs incurred to have DVA's faulty performance comply with the Agreement, unless these costs cannot be attributed to DVA;
  - c. reasonable costs incurred to prevent or limit damage, in so far as the Client demonstrates that these costs have led to a limitation of the direct damage as referred to in these General Terms and Conditions.
3. DVA will never be liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business stagnation and damage as a result of (contractual) fines, including fines due to failure to meet any delivery or execution deadline.
4. DVA has insured itself against liabilities in accordance with these General Terms and Conditions. If the Client requires additional insurance and the Parties agree In Writing that DVA will take out additional insurance, the costs thereof will be at the expense of the Client and will be charged additionally to the Client as specific project insurance.
5. The limitations of liability for direct damage included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of DVA.



### **Article 13. Limitation and expiry**

In so far as these General Terms and Conditions do not stipulate otherwise, any form of liability of DVA, as well as any rights of action and other authorities of the Client for whatever reason towards DVA in connection with the performance of work by DVA will in any case lapse by the lapse of twelve (12) months, commencing from the moment the order is completed.

### **Article 14. Force majeure**

1. In the event of force majeure, DVA is entitled to dissolve the Agreement or to suspend the fulfilment of its obligations towards the Client for a reasonable period of time without being obliged to pay any compensation.
2. In the context of these General Terms and Conditions, force majeure is understood to mean: a non-attributable shortcoming on the part of DVA, of the third parties or suppliers engaged by it, or another serious reason on the part of DVA as a result of which DVA is unable to carry out the order on time or without excessive incriminating effort and/or costs, measured according to objective standards.
3. If DVA has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered and/or the part that can be delivered separately and the Client is obliged to pay this invoice as if it were a separate Agreement. However, this does not apply if the part already delivered or deliverable has no independent value.
4. Circumstances which will constitute force majeure include: epidemic or pandemic, war, insurrection, mobilisation, domestic and foreign disturbances, government measures, strikes and lockouts by employees or the threat of such circumstances, business interruptions due to fire, natural phenomena and suchlike, prevention of the work due to natural phenomena, weather conditions of such a nature that the work cannot reasonably be continued without endangering goods and/or persons, due to weather conditions, road blockades, etc., transport difficulties and delays in delivery as well as shutting down or suspending the work by order of a government agency.

### **Article 15. Unfeasibility of the Agreement**

1. If, during the execution of the Agreement, it appears that the Agreement is unfeasible due to a circumstance that cannot be attributed to DVA, DVA will consult with the Client about alterations or additions to the Agreement in such a way that the original Agreement can be executed as much as possible. DVA will inform the Client of any consequences for the agreed prices, rates and/or agreed delivery periods.

NL38 INGB 0006 9071 91  
INGB NL 2A

IBAN  
BIC

64071405  
NL8555.09.818.801

KVK  
BTW

2. If, as a result of the circumstance referred to in paragraph 1 of this Article, performance of the Agreement proves to be not possible (any longer) in its entirety, DVA is entitled to full reimbursement of all work already carried out, costs incurred and deliveries made by DVA.
3. In the event that the order cannot be completed as a result of intent or deliberate recklessness on the part of the Client, DVA is also entitled to reimbursement of lost profit.

#### **Article 16. Cancellation and interim termination**

Unless expressly agreed otherwise In Writing, the Client is not entitled to cancel or otherwise (prematurely) terminate the Agreement with DVA. Whether or not subsidies, financing and other unforeseen circumstances are obtained, are never a valid reason for terminating an Agreement entered into with DVA.

#### **Article 17. Intellectual property rights**

1. DVA is and remains the Party entitled to all intellectual property rights that rest on, are related to or belong to the Works produced by or on the instructions of DVA and the underlying documents and suchlike produced by or on the instructions of DVA. All this unless the Parties have explicitly agreed otherwise in writing.
2. The exercise of the rights mentioned in the previous paragraph of this Article is explicitly and exclusively reserved for DVA, both during and after the execution of the Agreement.
3. Works, including advisory reports, that have been produced by DVA or on its instructions by a third party, remain the property of DVA. They may not be made available or shown to third parties by the Client.
4. The Client may not use, copy, show or disclose to third parties Works to which copyright/patent law applies, or in respect of which the right holder has made a reservation, unless Written permission has been granted.
5. By providing information to DVA, the Client declares that no infringement of the copyright or any other intellectual property right of third parties is being made and indemnifies DVA in and out of court for all consequences that (may) arise from this.
6. The Parties reserve the right, in the event of violation of the provisions of this Article, to claim compensation for damages resulting from the violation.

NL38 INGB 0006 9071 91  
INGB NL 2A

IBAN  
BIC

64071405  
NL8555.09.818.801

KVK  
BTW

#### **Article 18. Confidentiality**

1. Both Parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from any other source in the context of their Agreement. Information is deemed to be confidential if this has been communicated by the other Party or if this arises from the nature of the information.
2. If DVA is obliged on the grounds of a statutory provision or a judicial decision to (also) provide confidential information to third parties designated by law or the competent court, and DVA cannot in this respect invoke a legal right to refuse to give evidence or a right to refuse to give evidence recognised or permitted by the competent court, then DVA is not obliged to pay damages or compensation and the Client is not entitled to dissolve the Agreement on the grounds of any damage caused by this.
3. Contrary to paragraph 1 of this Article, DVA has the right to share confidential information with third parties engaged by DVA in the performance of the Agreement, but only in so far as the disclosure of this information is necessary for the proper performance of the work to be carried out.

#### **Article 19. Amendment and interpretation of the General Terms and Conditions**

1. DVA is authorised to make amendments to these General Terms and Conditions. These amendments will enter into force at the announced effective date. DVA will send the amended General Terms and Conditions to the Client in good time. If no effective date has been announced, the amendments will come into force with respect to the Client as soon as they have been notified of the amendment.
2. In the event of an explanation of the contents and purport of these General Terms and Conditions, as well as in the event of a conflict between the contents or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text will always prevail.

#### **Article 20. Subsequent effect**

The provisions of these General Terms and Conditions and the Agreement, which by their nature are expressly intended to remain in force even after termination of this Agreement, will remain in force thereafter and will continue to bind both parties.

#### **Article 21. Applicable law and competent court**

1. All Agreements concluded between DVA and the Client are exclusively governed by Dutch law.
2. In the event of an interpretation of the contents and purport of these General Terms and Conditions, as well as in the event of a conflict between the contents or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text will always prevail.

NL38 INGB 0006 9071 91  
INGB NL 2A

IBAN  
BIC

64071405  
NL8555.09.818.801

KVK  
BTW

3. All disputes whatsoever - including those that are only regarded as such by one of the Parties - that may arise between the Parties as a result of the Agreement or the agreements that are a result thereof, will be settled by the competent Court in the district where DVA has its registered office.

KVK 64071405  
BTW NL8555.09.818.B01  
IBAN NL38 INGB 0006 9071 91  
BIC INGB NL 2A