

Terms and Conditions

These general terms and conditions apply to all agreements between

On the one hand, each of the companies under the trade name Op Stoom (currently this concerns the private companies with limited liability):

Argonauten Op Stoom B.V., Bibliotheek Op Stoom B.V., Bloemendaal Op Stoom B.V., De Teddyzolder Op Stoom B.V., Hillegom Op Stoom B.V., Kennemerland Op Stoom B.V., Meerwijk Op Stoom B.V., Rutherford Op Stoom B.V., Ripperda Op Stoom B.V., Rozen Op Stoom B.V., Spaarnestad Op Stoom B.V. en Zwanenburg Op Stoom B.V. Burchtpoort Op Stoom B.V., Sarabande Op Stoom B.V., Holland Op Stoom B.V., Dorst Op Stoom B.V., Schoten Op Stoom B.V. en Bennebroek Op Stoom B.V., all have their registered office in Haarlem, hereinafter referred to as: "Op Stoom", and on the other hand, every customer (hereinafter referred to as "Contractor" or "Parent") of childcare provided by Op Stoom (hereinafter referred to as "Daycare") and other services (hereinafter referred to as "Services").

The General Terms and Conditions of Op Stoom in combination with the General Terms and Conditions for Childcare of the Childcare Branch Organization are inextricably linked to every agreement for the placement of a Child in daycare (hereinafter referred to as "Placement Agreement").

If, for any reason, a Child and/or a friend or other relation of the Child is/are cared for at Op Stoom without a prior Placement Agreement for that Child Care and/or provision of Services being concluded, these General Terms and Conditions will also apply. That care and/or provision of Services becomes applicable and the applicability of these General Terms and Conditions by the Parent(s) of the Child and of the Boyfriend/girlfriend/other relation of the Child who is being cared for or to whom or for which Services are provided be granted in advance.

1. Article 1: Definitions

- 1.1. Parent: the person who exercises parental authority or guardianship over the Child and is authorized to represent the Child and/or the adult who lives permanently with the Child and represents the Child in the relationship with Op Stoom as if it were a parent. In these terms and conditions, Parent also means Parents.
- 1.2. Child Place: the place at the relevant Op Stoom Location that is rented out for the purpose of Child Care.
- 1.3. Registration: the registration of the Child to be taken in. The Child is considered to be registered and the Contracting Party's request for care will be processed after Op Stoom has received a fully completed registration form for the Child from the Contracting Party (by e-mail or other electronic means and possibly by post) and after all payment terms have been met.
- 1.4. Placement Agreement: the form(s) and direct debit authorization signed by Op Stoom and the Contracting Party, with which the rent for a Child Place is recorded. This agreement has been legally concluded if it has been provided with a signature of the parties to the agreement or if it has been returned to Op Stoom by the Contracting Party via electronic acceptance and return shipment. See also the provisions of Article 3.17 regarding the right of withdrawal during 14 days.
- 1.5. Location: an Op Stoom branch, where the care is offered and provided.
- 1.6. Contracting Party: the Parent (according to the definition in Article 1.1) who concludes a Placement Agreement with Op Stoom for the Care.
- 1.7. The Price: The rate for the care and all related costs. The Price depends on Location, Day and type of service.
- 1.8. Extracurricular Care (BSO): the collective name for before school Care (VSO), Between School Care (TSO), After-School Care (NSO) and Holiday Care.
- 1.9. Day care: the care of 0 to 4 year olds for an entire day or for part of a day.
- 1.10. Part of a day: part of the day on which a Child is cared for.
- 1.11. Exchange of days: Care, in exceptional cases, on days other than the agreed days or half-days as stated in Article 4.10.
- 1.12. Compensation for Closing Days: the compensation to be awarded for closing locations of Op Stoom on designated working days as stated and explained in Article 4.11 and on the website of Op Stoom.
- 1.13. Credit points: the points to be awarded as stated and explained in article 4.12 and on the website of Op Stoom.

2. Article 2: Types of Care and Opening Hours

- 2.1. There may be different types of care per Location. In general, the same terms are used for this.
- 2.2. Day care: the care of 0 to 4 year olds for an entire day or for part of a day.
- 2.3. Before School Care (VSO): the Care of 4 to 12-year-olds before school starts, exclusively on the school days of the school in question. This only applies to the schools that the Op Stoom Location in question has included in its program for VSO. For VSO of children from other schools, agreements can be made with Op Stoom on an individual basis.
- 2.4. Between School Care (TSO): the Care of 4 to 12 year olds between the end of the morning school time and the start of the afternoon school time, exclusively on the teaching days of the school in question. This only applies to the schools that Op Stoom has included in its program for TSO. For TSO of children from other schools, agreements can be made with Op Stoom on an individual basis. The general terms and conditions of the Childcare Branch Organization do not apply to TSO. With regard to TSO, the provisions of the general terms and conditions of Op Stoom do not apply, unless indicated otherwise.
- 2.5. After-school Care (NSO): Care for 4 to 12-year-olds after school has ended. This only applies to the schools that the Op Stoom Location in question has included in its program for NSO. For NSO of children from other schools, agreements can be made with Op Stoom on an individual basis.
- 2.6. Holiday care: the care of 4 to 12 year olds during the regular school holidays.

This only applies to the schools that the relevant Op Stoom Location has included in its Holiday Care program. Agreements can be made with Op Stoom on an individual basis for holiday care for children from other schools.

- 2.7. Toddler care: the care of 2 to 4 year olds.
- 2.8. Op Stoom can offer Flexible Care and Incidental Care, which differ per Location. Op Stoom can also offer various Services in relation to Care. For the possibilities, please refer to the website of Op Stoom.
- 2.9. The opening hours of the Op Stoom Locations are listed per Location on the Op Stoom website.

3. Article 3: Placement and Placement Agreement

- 3.1. The Placement Agreement will include the number of Days or Half Days per week that the Child will be cared for and the starting date. It also includes the Price and an indication of the number of Hours of Care. Deviations can be made per type of care and Location, for example with Flexible care and/or with Incidental care.
- 3.2. The number of Hours of Care stated in the Placement Agreement is indicative. No rights can be derived from this. No rights can be derived from the calculated Price per hour of Care according to the formula Price divided by the number of Hours of Care.
- 3.3. The Price stated in the Placement Agreement is the base for the monthly invoice to be sent in advance. The Price can be changed by Op Stoom, even if the care has not yet started at the time of the price adjustment and if the Contracting Party has not been separately informed about the price adjustment.
- 3.4. The Placement Agreement can take effect on any day of the month.
- 3.5. By agreeing to the Placement Agreement, the Contracting Party, if applicable also on behalf of the other Parent, agrees with the character, with the vision, with the current and future policy and with the decisions of Op Stoom and with the autonomy in this of the managers of Op Stoom.
- 3.6. A Placement Agreement is entered into for the time as described below in Articles 3.7 and 3.8 respectively, unless another definite period has been expressly agreed. The Placement Agreement ends automatically, without prior notice being necessary, after the expiry of the specified period of time included in that agreement.
- 3.7. The Placement Agreement for Day Care ends in any case automatically, without prior notice being required, on the day before the Child reaches the age of 4. Up to and including the date of termination of the Placement Agreement, a compensation for Child Care is due, even if no use is made of the Child Care option.
- 3.8. The Placement Agreement for BSO ends in any case automatically, without prior notice being required, on the last day of the last school year that the Child attended primary school.
- 3.9. In the event of a new permanent disability of the Child that may affect the functioning of the Child at the Care, the Contracting Party and Op Stoom have the right to terminate the Placement Agreement with immediate effect. The Placement Agreement ends in the event of the death of the Child on the day of death.
- 3.10. In all other cases not mentioned, prior notice is required for termination of the Placement Agreement. Termination of the Placement Agreement must be done by electronic communication (e-

mail) and/or in writing. A notice period of one month applies to termination of the Placement Agreement by the Contracting Party. Only the date of e-mail and/or written receipt of the cancellation by Op Stoom is decisive for determining the notice period. The date of Receipt of the Cancellation registered by Op Stoom serves as proof for this, subject to the possibility for the Parent to provide evidence to the contrary.

- 3.11. If the Contracting Party wishes to reduce the agreed number of Days, Dayparts, Hours of Care and/or Services, a notice period of one month must also be applied, as stated above in Article 3.10.
- 3.12. In the event of any change in the number of Days, Dayparts, Hours of Care and/or Services, the Placement Agreement will otherwise remain in full force.
- 3.13. If the Contracting Party wishes to reduce or extend the agreed number of Days, Part Days, Hours of Care and/or Services, a new request will arise for Care within the applicable Placement Agreement, which will be treated as such. A new combination of Days, Dayparts, Hours and/or Services is not automatically possible and can be refused and/or stipulated without stating reasons. This also applies if it concerns a combination that was already (partly) present in the old situation. A Placement Agreement can be changed free of charge once every 12 months. For each subsequent change to a Placement Agreement within a period of 12 months, amendment costs will be charged per time and per Placement Agreement. The amount of the applicable change costs is stated on the website of Op Stoom. If the change costs are not paid within the period set for this, the requested change to the Placement Agreement will not come about and the Placement Agreement will remain in force as it applied without the requested change, with the associated payment obligations.
- 3.14. Op Stoom is free to decide not to take care of a Child if, in the reasonable opinion of Op Stoom, there are medical and/or social reasons for doing so. This can also be decided if the Child requires special attention or care that cannot be offered by Op Stoom. If a Child has already been placed with Op Stoom before Op Stoom decides not to take care of the Child (any longer), Op Stoom will inform the Parent of this decision, stating reasons. Inadmissible behavior (verbal, electronic or physical) of a Parent towards (employees of) Op Stoom can also be a reason not to take care of a Child or to cancel the Placement Agreement.
- 3.15. A notice period of one month also applies to Op Stoom for termination of the Placement Agreement, as stated above in Article 3.10, except in situations where the use of such a notice period cannot reasonably be

expected of Op Stoom. A notice period does not apply to Op Stoom if, among other things, the Placement Agreement is canceled due to the behavior of a Parent, for example if the Child is not picked up on time from childcare on several occasions, if standards of decency are exceeded by a Parent (such as in the event of a threat in words or behavior by a Parent, inappropriate language, etc.) and/or if other rules applicable at Op Stoom are not followed by a Parent.

3.16. A Placement Agreement that has already been concluded can be canceled by the Contracting Party before the agreed commencement date of the care (and any provision of Additional Services) by e-mail and/or in writing against payment of cancellation costs per Placement Agreement. A notice period of one month applies for this. If the start date of the care falls within the period of the notice period, both the cancellation costs and the remaining period of care must be paid. The amount of the applicable cancellation costs is stated on the website of Op Stoom. If the cancellation costs are not paid within the stipulated period, the cancellation, with retroactive effect, will still be invalid and the Placement Agreement will remain in full force with the associated payment obligations.

3.17. In addition to the provisions of Article 3.16, a Contracting Party has the right, on the basis of the statutory rules for a distance contract (Article 6:230 m et seq. of the Dutch Civil Code), to withdraw a digitally concluded Placement Agreement, without stating reasons, in writing (although or not by e-mail) until a period of fourteen (14) days has passed after the day on which the Placement Agreement was concluded. A model form can also be used for this dissolution, which can be downloaded from the Op Stoom website. If the Care has commenced during that withdrawal period of 14 days, the Contracting Party will owe the costs of Care during the period of Care to Op Stoom. In that case, the payment conditions included in these General Terms and Conditions apply to those costs owed.

4. Article 4: Costs, Terms of Payment, Exchanges, Compensation for Closing Days, Credit Points

4.1. The average price for the care is stated in the calculation tool on the website. The calculation tool can be completed per Op Stoom location on the Op Stoom website. Prices may vary per Location.

4.2. The amount due for the care must be paid in advance each month. Payment in advance means that the payment due must be received in Op Stoom's bank account before the first day of the following month

(the Due Date). Payment of other costs must be received by Op Stoom within five days after invoicing (the due date).

- 4.3. When concluding the Placement Agreement, the Contracting Party must provide Op Stoom with an authorization for direct debit of all amounts due under the Placement Agreement for care and the provision of Extra Services. Signed Placement Agreements without a direct debit authorization are incomplete and therefore not legally valid.
- 4.4. The amount agreed with the Contracting Party for daycare (and, if applicable, for the provision of Additional Services), on the basis of the (average) rate stated in the Price, is only valid if the payment due has been paid in time before the Due Date. In the event of late payment by direct debit (the direct debit has been reversed), Op Stoom must incur additional costs and the Price for the care (and if applicable for the provision of Extra Services) will therefore be increased by 1% per month, with a minimum amount per invoice. The amount of the applicable minimum amount is stated on the website of Op Stoom. If the amount due has not been paid 21 days after the Due Date, the original price for the Care (and if applicable for the provision of Additional Services) will be increased by 2% per month, with a minimum amount per invoice as stated on the website of Op Stoom. If the amount due has not been paid one month or 30 days (whichever is the shorter term) after the Due Date, the price increased by 2% for the care (and, if applicable, for the provision of Additional Services) will apply and the obligation for Op Stoom to receive the Child in accordance with the Placement Agreement or to provide Additional Services will be suspended with immediate effect until the overdue amount has been paid in full. In that case, the Contracting Party also owes 15% of the invoice amount, with a minimum amount due to extrajudicial collection costs as stated on the Op Stoom website. In addition, in the event of late payment, Op Stoom is entitled to charge the statutory interest from the Due Date to the Contracting Party. If Op Stoom has to take further extrajudicial measures for collection, the Contracting Party will also owe the actual extrajudicial collection costs to be incurred.

The reference date for the payment is the value date on which the amount due is credited to Op Stoom's bank account.

- 4.5. Suspension of Op Stoom's obligation to care for the Child or to provide Extra Services does not affect the obligation of the Contracting Party to pay for the agreed Care (and if applicable for the agreed delivery of

Extra Services), therefore also during that period of that suspension, unaffected.

- 4.6. If during a period in which Op Stoom's obligation to care for the Child or to provide Additional Services is suspended and/or during a collection procedure instituted by Op Stoom against the Contracting Party, the Placement Agreement is terminated, then the existing and the future claims of Op Stoom against the Contracting Party become due and payable with immediate effect, including the claim for payment of the costs of daycare or agreed Extra Services during the Notice Period of one month.
- 4.7. The amount per day or per part of a day per month is an average price calculated over the entire year. Other methods of price calculation may apply to Extra Services to be provided by Op Stoom. The principles used by Op Stoom for the calculation of its Prices and the calculation of the Prices are determined by the Contracting Party, if applicable (also) on behalf of the other Parent, with the conclusion of the Placement Agreement to which these General Terms and Conditions apply are accepted.
- 4.8. Op Stoom, the Contracting Party will send an invoice each month in advance for the coming month. The invoice will in any case state: the first and last name of the child, the date of birth, the invoice period, the invoice amount and the agreed number of Days, Half Days, Hours and/or Services. The number of Hours and/or Services stated on the invoice is indicative and can be changed in the manner indicated in Article 3.
- 4.9. If (an) agreed Day, Part of Day or Part of Days, Hour or Hours and/or Services is not used by the Parent for any reason for the relevant Child, no reduction or refund of the amount agreed in accordance with the Placement Agreement will be granted. If a Child will be absent on a Day agreed in the Placement Agreement, the Parent must notify Op Stoom of this electronically as soon as possible, for reasons including safety.
- 4.10. Exchanges of Daycare (Days, Dayparts and/or Hours) are not possible, except in exceptional cases. Each exchange request is assessed on a case-by-case basis by the planning department of Op Stoom. A decision on this is at the discretion of Op Stoom. If Op Stoom allows a requested exchange, the Contracting Party and/or other Parent cannot derive any right to subsequent or other exchanges.
- 4.11. Op Stoom does not grant any compensation for the closure of Op Stoom locations on nationally recognized holidays.

For the closure of Op Stoom locations on the Friday after Ascension Day and on the working days between Boxing Day and New Year's Day, Op Stoom grants Closing Days Compensation after these days have passed, to compensate for agreed Care not taken on the relevant weekdays. Compensation Closing Days does not represent any monetary value and/or right on the basis of which Op Stoom owes or becomes liable for any form of monetary compensation or other compensation, other than for the use of those Compensation Closing Days in accordance with the applicable regulations, to the Contracting Party and/or other Parent. Compensation for Closing Days can only be used during the course of the Placement Agreement. Any balance of a Compensation Closing Day expires one year after that Compensation Closing Day has been awarded and at the end of the Placement Agreement. The wish to use Compensation Closing Days must be made known at least one month in advance by the Contracting Party and/or other Parent in the App of Op Stoom's planning department. The possible use of Compensation Closing Days on other than the agreed Care Days or half-days depends on the professional worker-child ratio in the groups and on the deployment and availability of qualified Op Stoom employees, at the sole discretion of Op Stoom. Compensation for Closing Days is always used prior to the use of received Credit Points (see Article 4.12). The scheme for the allocation and possible use of Compensation Closing Days has been published on the website of Op Stoom.

- 4.12. Only if the Contracting Party and/or other Parent informs Op Stoom in good time (before 12:00 p.m. on the previous day) via the App of the planning system that an agreed Care Day or part of a Day will not be used, will Op Stoom be aware of this non-use credit points, which are made visible in the App of the Op Stoom planning system. Childcare Points do not represent any monetary value and/or right on the basis of which Op Stoom owes or will owe any form of monetary compensation or other compensation, other than for the use of those Childcare Points in accordance with the applicable regulations, to the Contracting Party and/or other Parent. Credit Points can only be used during the course of the Placement Agreement. Any credit to Credit Points will lapse at the end of the Placement Agreement. The possible use of Credit Points for daycare on other than the agreed Care Days or half-days depends on the professional worker-to-child ratio in the groups and on the deployment and availability of qualified Op Stoom employees, at the sole discretion of Op Stoom. The allocation of Credit Points for unused care is a favor from Op Stoom. It can withdraw this

arrangement at any time, without this resulting in a compensation obligation towards the Contracting Party and/or other Parent. Credit points can only be used after any credit for Compensation Closing Days (see Article 4.11) has been used up. The regulations for the allocation and possible use of Credit Points have been published on the website of Op Stoom.

- 4.13. Op Stoom is not accountable to the Contracting Party and/or other Parent for a decision on an Exchange or desired use of Compensation Closing Days or Credit Points requested by the Contracting Party and/or other Parent. That decision is at the discretion of Op Stoom.
- 4.14. If the Contracting Party, (exclusively) in consultation with a planning employee of Op Stoom, uses extra Days, Parts of Days and/or Hours for Care, the payment thereof will be settled by Op Stoom by direct debit (see Article 4.3). The administration of Op Stoom serves as proof for that extra purchase, subject to the possibility for the Parent to provide evidence to the contrary.
- 4.15. Op Stoom is free to change the prices it uses. Any price changes will be made known to the Contracting Party at least one month in advance exclusively by e-mail or by other form of electronic communication.
- 4.16. The Day Care price includes: diapers and food (but no breakfast and/or evening meal). If the diapers and/or food as used at the relevant Op Stoom Location cannot be used by the Child for any reason, the Parent must provide an adequate replacement for them. Structural (evening) meals can be offered separately per Location for a fee.
- 4.17. Food is included in the price for BSO (but no breakfast and/or evening meal). If the food as it is offered at the relevant Op Stoom Location cannot be used by the Child for any reason, the Parent must provide an adequate replacement for it. Structural (evening) meals can be offered separately per Location for a fee.
- 4.18. Costs of regular transport between school and the relevant Location are not included in the price for after-school care, unless stated otherwise. Transport to other locations where Op Stoom offers the possibility to participate in activities, for example during the holiday periods, is carried out by the Parent himself, unless a different arrangement is made with Op Stoom for this purpose on a case-by-case basis.
- 4.19. Different payment terms and payment conditions may apply to TSO, which are determined per school.

5. Article 5: Opening hours / Extra services

- 5.1. The Op Stoom website lists the opening times for all the different Op Stoom Locations. These opening days and times may differ per location.
- 5.2. Op Stoom also tries to be open for BSO on margin days/hours and on study days. However, no rights can be derived from this. In that case, this only applies to the schools that the Op Stoom Location in question has included in its BSO programme.
- 5.3. Extra Services can be purchased on request. The possibilities for this and the prices and times for purchasing Extra Services are stated on the website. The costs of Extra Services are charged in advance in addition to the costs of the agreed Care. If Extra Services are used incidentally, the costs of those Extra Services will be charged afterwards and settled by direct debit (see Article 4.3). The administration of Op Stoom serves as proof for that extra purchase, subject to the possibility for the Parent to provide evidence to the contrary.
- 5.4. Op Stoom is closed on all public holidays recognized by the government, once every five years on May 5, on the Friday after Ascension Day and on the working days between Boxing Day and New Year's Day. For the holidays on which Op Stoom is closed, no reduction or refund of payments is granted, nor any other compensation. Compensation for the said working days on which Op Stoom is closed is subject to the Compensation for Closing Days scheme, as stated and explained in Article 4.11.
- 5.5. Op Stoom is entitled to offer Child Care in quieter periods, for example during (parts of) holiday periods, at a different Location than agreed, provided that the other Location is located at a distance of no more than five kilometers from the agreed Location according to the ANWB route planner. The transport of the Child to and from that other Location must be done by the Parent.

6. Article 6: Childcare Disputes Committee

- 6.1. The Parent/Parents Committee must always first submit any complaint to Op Stoom.
- 6.2. If the complaint does not lead to a solution in consultation, the dispute must be submitted to Op Stoom in writing or in another form to be determined by the Childcare Disputes Committee (hereinafter: Disputes Committee) within 12 months of the date on which the

Parent/Parents Committee submitted the complaint to Op Stoom. the Disputes Committee.

- 6.3. Disputes can be submitted to the Disputes Committee by both the Parent/Parents Committee and Op Stoom (www.degeschillencommissie.nl).
- 6.4. When the Parent/Parent Committee submits a dispute to the Disputes Committee, Op Stoom is bound by this choice.
- 6.5. If Op Stoom wishes to submit a dispute, Op Stoom must ask the Parent/Parent Committee in writing or in another appropriate form to state within five weeks whether he/she agrees with this. The dispute will not be handled by the Disputes Committee if the Parent/Parents Committee does not agree to the submission thereof by Op Stoom and/or does not complete the questionnaire to be sent by the Disputes Committee. Op Stoom must announce with the request that Op Stoom will consider itself free to bring the dispute before the ordinary court after the expiry of the aforementioned term.
- 6.6. The Disputes Committee makes a decision with due observance of the provisions of the regulations applicable to it. The regulations of the Disputes Committee are available at www.degeschillencommissie.nl and will be sent to the Parent/Parents Committee on request. The decisions of the Disputes Committee are made by way of binding advice. A fee is due for the handling of a dispute by the Disputes Committee.

7. Article 7: Liability

- 7.1. The care of children by definition entails risks. This could include, for example, children who are injured or become ill or infected during care, but all kinds of other risks are also conceivable.

Op Stoom tries to limit those risks as much as possible and to this end takes into account the reasonable requirements of safety and care. In the event of a damage-causing event, a damage report will be drawn up by Op Stoom if necessary, which will serve as evidence, subject to the possibility of providing evidence to the contrary. Op Stoom is not liable for personal injury and/or damage as a result of theft of property of the Child and/or the Parent and/or for other damage suffered by the Child and/or by the Parent in the event that Op Stoom and/or has observed the reasonable requirements of safety and care when providing Additional Services.

- 7.2. Op Stoom is insured against legal liability on account of the care and/or provision of Extra Services provided by Op Stoom.
- 7.3. Op Stoom's liability is limited to the amount to which the liability insurance taken out by Op Stoom gives entitlement, except in cases where any statutory regulation does not allow a limitation of liability. The liability insurance taken out by Op Stoom has a limitation in the maximum amount to be paid out jointly for all cases per year and in the maximum number of cases per year for which a payment can be made. A copy of the applicable policy conditions is available for inspection by the Parent at the location of Op Stoom after prior appointment.
- 7.4. If and insofar as, for whatever reason, no payment is made under the aforementioned liability insurance, any liability of Op Stoom is limited to an amount equal to the price for three months of Care, calculated in proportion to the number of Days, Dayparts and/or Hours purchased per case, calculated pro rata over the Care taken by the Parent in the three months immediately prior to the date on which the damage for which Op Stoom is held liable arose, except in cases where any statutory regulation does not allow such a limitation of liability.
- 7.5. Liability of Op Stoom for consequential damage and for immaterial damage is excluded, except in cases where any legal regulation does not allow such exclusion of liability.
- 7.6. Liability of Op Stoom for intent and/or (gross) negligence of non-managerial employees of Op Stoom and for intent and/or (gross) negligence of managerial employees of Op Stoom who do not belong to the management or management of Op Stoom is excluded , except in cases where any legal regulation does not allow such exclusion of liability. Management in this article refers to the management of the Op Stoom company, so not managers at Locations of Op Stoom.
- 7.7. Under the applicable law, the person exercising parental authority or guardianship over the child is liable for damage caused to a third party by a child who has not yet reached the age of 14. It is therefore recommended - and Op Stoom advises the Parent - that the child is insured under a family liability insurance policy taken out by the Parent. Op Stoom accepts no liability for a Child taken care of by Op Stoom to a third party or third parties.
- 7.8. If the child taken care of causes damage, material and/or immaterial, to an employee of Op Stoom, such as by ripping off glasses, tearing clothing, physical violence, etc., each of the Parents is liable to the relevant employee and/or to Op Stoom is jointly and severally liable for the compensation of that damage.

- 7.9. A shortcoming in the fulfillment of the Placement Agreement concluded by Op Stoom with the Contracting Party cannot be attributed to Op Stoom in the event of Force Majeure. Force majeure is in any case understood to mean fire, storm, water damage and any other circumstance that makes an Op Stoom Location unsuitable for Care and/or provision of Extra Services without this being reasonably attributable to Op Stoom.

Such a circumstance also exists if the relevant Location must be closed by order of the competent authority for a reason that cannot be attributed to Op Stoom, for example (but not limited to) the outbreak of any infectious disease. During the period of Force Majeure, Op Stoom's obligations under the Placement Agreement will be suspended.

- 7.10. In addition to the above, for TSO that is offered at a school location, the competent authority of the school remains ultimately responsible during the TSO.

Op Stoom is responsible for an orderly course and for correct guidance during the TSO. Op Stoom is not responsible and/or liable for events and the consequences thereof that have occurred during and/or in connection with following education. Op Stoom is not responsible for the safety and hygiene of the facilities at the school location and is not liable for any damage that arises in connection with those facilities offered at the school location.

8. Article 8: Privacy and data protection

Op Stoom will at all times comply with the relevant regulations regarding the protection of personal data. On its website and/or on other carriers of data with which it makes its activities known to third parties, Op Stoom is permitted to place images that have been made of activities that have taken place in the context of the care at Op Stoom, on which children in care can be recognized. are displayed, unless the Contracting Party and/or other Parent indicates/indicate to Op Stoom in advance that they object to this.

9. **Article 9: Applicable law / validity and amendment of the General Terms and Conditions**

- 9.1. Every agreement between Op Stoom and the Contracting Party is subject to Dutch law.
- 9.2. Any disputes between Op Stoom and the Contracting Party will, insofar as the law permits and with due observance of the possibility as included in the General Terms and Conditions for Childcare of the Trade Organization, be submitted exclusively for assessment to the Disputes Committee or to the competent court in Haarlem. .
- 9.3. In all cases not provided for in these General Terms and Conditions and the Placement Agreement, the solution reasonably proposed and/or applied by Op Stoom applies, provided that this is permitted by law and without the possibility for the Contracting Party to seek that solution by the Disputes Committee or by the competent judge in Haarlem limited.
- 9.4. In the event that what has been agreed in the Placement Agreement and the provisions of these General Terms and Conditions conflict with each other, the provisions of the Placement Agreement will apply to that part, but these General Terms and Conditions will otherwise remain in full force.
- 9.5. In the event that what has been agreed in the Placement Agreement and the provisions of the General Terms and Conditions for Childcare of the Trade Organization conflict with each other, the provisions of the Placement Agreement in combination with the General Terms and Conditions of Op Stoom will apply to that part.
- 9.6. In the event that what has been agreed in the General Terms and Conditions of Op Stoom and the provisions of the General Terms and Conditions for Childcare of the Trade Association conflict with each other, the provisions of the General Terms and Conditions of Op Stoom will apply to that part.
- 9.7. If any provision of these General Terms and Conditions proves to be invalid, this will not affect the validity of the other provisions of these General Terms and Conditions.
- 9.8. These General Terms and Conditions and any amendments thereto will be published on the website of Op Stoom: www.opstoom.nl. Changes to these General Terms and Conditions will take effect one month after they have been published on the Op Stoom website. Changes to these General Terms and Conditions that have a direct impact on the day-to-day business in connection with the Child Care to be provided and changes to these General Terms and Conditions that relate to Prices and/or the Payment Obligation of the Contracting Party and/or the other Parent will be sent to the Contracting Party at least one

month in advance by e-mail or by other means of electronic communication and will be published on the website of Op Stoom. Such announced relevant amendments to these General Terms and Conditions give the Contracting Party the option of terminating the Placement Agreement for that reason, subject to the notice period, until the effective date of said amendment(s).