

General terms and conditions

Article 1 Definitions

1. The following definitions are used in the following meaning in these general terms and conditions, unless otherwise is specifically indicated. Contractor: Symbol, the principal: the party giving the assignment and the assignment concerns the activities determined by both parties in mutual consultation, which are to be performed by the contractor and the terms and conditions this is subject to.

Article 2 General

1. The general terms and conditions apply to all offers, quotes, activities, assignments and agreements concluded by the contractor and the principal, respectively their legal successors. The standard terms and conditions of the principal shall only apply when these have been accepted and confirmed in writing by the contractor.
2. These terms and conditions also apply to all the assignments concluded with the contractor which require the services of third parties.
3. When one or more of the provisions in these general terms and conditions should become invalid or void, the remaining provisions of these general terms and conditions shall remain applicable in force. The contractor and the principal shall in that case discuss new provisions to replace the invalid or void provisions, whereby the objective and intent of the original provision are taken in to account to the extent possible.

Article 3 Quotes

1. Quotes of the contractor are based on the information provided by the principal. The principal guarantees that he has provided, to the best of his ability, all the essential information for the setup, performance and completion of the assignment.
2. The quotes issued by the contractor are free of obligation. The quotes are valid for 90 days, unless otherwise is specified. The contractor is only bound to the quotes if the acceptance thereof is confirmed by the other party in writing within 90 days, unless otherwise is specified.
3. The prices in the above-mentioned quotes are listed exclusive of VAT and other government levies, and any expenses incurred as part of the assignment, including travel expenses, unless otherwise is specified.
4. When the acceptance deviates (to a minor degree) from the offer included in the quote, the contractor is not bound to this. The assignment shall then not be concluded in accordance with this deviating acceptance, unless the contractor specifies otherwise.
5. A combined pricing does not oblige the contractor to perform part of the assignment for a corresponding part of the price quoted.
6. Quotes shall not automatically apply to future assignments.

Article 4 Making available information and cooperation

The principal shall provide the contractor all documentation, information and contacts necessary for the correct performance of the assignment on time.

Article 5 Performance of the assignment and the involvement of third parties

1. The contractor performs activities for the assignment to the best of his knowledge, expertise and ability.
2. Insofar as a correct performance of the assignment requires this, the contractor has the right to have (part of) the work performed by third parties. The contractor shall do this in consultation with the principal.
The contractor is obliged to do its utmost to ensure that the agreed obligations and quality are met.
3. The contractor accepts no liability for the activities performed by third parties insofar as these third parties entered into an agreement with the principal.
4. The contractor is not liable for damage, of any nature, as a result of the contractor basing his activities on incorrect and/or incomplete information provided by the principal, unless the contractor should have been aware of this lack of correctness or incompleteness.
5. If it has been agreed that the contract shall be performed in phases, the contractor can suspend the performance of the elements that form part of a next phase until the principal has approved the results of the preceding phase in writing.
6. If third parties engaged by the contractor or by the principal perform activities for the assignment at the location of the principal or at a location designated by the principal, the principal shall provide all the reasonably desired facilities for those employees.

Article 6 Change of the assignment, additional work

1. The principal accepts that the time planning of the assignment can be affected if the parties intermediately change the approach, method or scope of the assignment and the activities resulting from it.
If intermediate changes are made to the assignment as a result of actions of the principal, the contractor shall make the necessary changes in consultation with the principal. If this results in additional work, then this shall be invoiced to the principal as an additional assignment. The contractor is authorised to invoice the principal for the additional costs incurred for the change of the assignment.
2. In deviation of paragraph 1, the contractor shall not be able to invoice additional costs if the change or addition of the assignment is the result of circumstances which can be attributed to the contractor.

Article 7 Contract duration; performance period

1. The contractor and the principal enter into the engagement for an indefinite period of time, unless the nature of the assignment requires that the parties explicitly agree otherwise in writing.
2. If a period has been agreed within the duration of the engagement within which certain activities must have been performed, then this shall never be a deadline. If the

performance period is exceeded, the principal must therefore declare the contractor in default in writing.

Article 8 Rates

1. Unless the parties agree otherwise in writing, the rate of the contractor is determined on the basis of an hourly fee.
2. Only the time actually spent on that quoted shall be invoiced and if the quoted amount of time is likely to be exceeded by more than 5% of the quoted amount, then the settlement shall take place in consultation with the principal.
3. The amounts stated are exclusive of VAT.
4. If the contractor agrees an hourly rate with the principal, the contractor is authorised to raise this rate.
5. The contractor has the right to increase the rate agreed in the quote as of the first of January of any calendar year, without being required to send an advance written notice, by no more than the rate of inflation in the preceding year, as published by Statistics Netherlands.
6. If the prices go up for reasons other than inflation, the principal is authorised to raise the prices. The principal is authorised to dissolve the assignment if the annual increase exceeds 10%. The principal is not authorised to dissolve the assignment if the authorisation to raise the price results from an authority stated by law.
7. The contractor shall inform the principal in writing of any intention to increase the rate on the basis of paragraph 6. In doing so, the contractor shall specify the scope of the raise and the date on which it shall take effect.
8. If the principal does not wish to accept an increased rate as notified by the contractor, the principal is authorised to terminate the assignment in writing within two weeks after the above-mentioned notification, or to cancel the assignment as per the date on which the changed rate would take effect, as stated in the contractor's notification.

Article 9 Payment conditions

1. The payment must be made within two weeks after the date of invoice, unless the principal and the contractor agree otherwise. Objections against the height of the expenses do not suspend the payment obligation.
2. Once the payment deadline has lapsed, the principal is in default and the contractor has the right to charge the statutory interest. The interest on the amount payable shall be calculated from the moment the principal is in default until the moment the amount has been paid in full, whereby a part of the month shall be regarded as a full month. The costs of a reminder, written reminder and summons as a result of the default of the principal shall each time amount to €100 and are payable by the principal. These costs cover the costs of the administrative consequences of the contractor.
3. When the payment is late by longer than one (1) month, the contractor can suspend the performance of the assignment until the payment has been made.
4. In the event of liquidation, bankruptcy, administration or suspension of payment of the principal, the receivables of the contractor on the principal shall be payable immediately.
5. The contractor has the right to use any payments made by the principal to first settle the costs, subsequently to settle the interest owed and finally to settle the principal sum and the current interest. The contractor can refuse an offer for payment, without this resulting in a default, if the principal specifies a different order for the settlement. The contractor can refuse the full repayment of the principal sum, if the interest owed and current interest and the costs are not settled at the same time.
6. If the principal fails to comply with the obligations, the costs incurred for the judicial and extra-judicial debt collection shall be payable by the principal.

Article 10 Completion assignment

The assignment is completed financially if the settlement has been approved by the principal. The principal must send a notification to this effect within a period of 30 days. If the principal fails to respond within this period, the settlement is deemed to have been approved.

Article 11 Investigation, claims and complaints

1. The principal must send the contractor any complaints regarding activities performed in writing, within two weeks of the date of invoice, though no later than within three weeks of the completion of the activities in question. The notice of default must include a detailed outline of the shortcoming, allowing the contractor to respond appropriately.
2. If a complaint is valid, the contractor shall perform the activities again, as agreed, unless there is no point for the principal to have these activities performed. The principal must inform the contractor of the latter in writing.
3. If it is not possible or useful to still perform the agreed activities, then the contractor shall only be liable within the scope of article 16.

Article 12 Termination

1. Both parties can terminate the agreement unilaterally at all times.
2. A premature termination must be motivated and confirmed in writing.
3. In the event of a premature termination by the principal, the contractor is entitled to receive compensation of the quoted work, based on the average monthly expenses incurred at that time. The provisional results of the activities performed shall be made available to the principal, subject to a reservation.
4. In the event of a premature termination by the principal, the contractor shall arrange a transfer of the activities to be performed to third parties, if so requested and in consultation with the principal.
5. If the transfer of the activities involves additional costs for the contractor, these shall be invoiced to the contractor.

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Article 13 Suspension and dissolution

1. The contractor is authorised to suspend the compliance with the obligations or to dissolve the assignment, if:
 - the principal fails to comply (fully) with the obligations of the assignment.
 - if the contractor becomes aware, after having concluded the assignment, of circumstances that give sound reason to fear that the principal shall not comply with the obligations. If there are sound reasons to fear that the principal shall not fully or shall not correctly comply with the assignment, then the suspension is only permitted insofar as the shortcoming justifies such action.
 - the principal was requested upon concluding the assignment, to provide security for the compliance of his obligations under the assignment and this security is not provided or is insufficient.
2. The contractor is also authorised to dissolve the assignment if circumstances present themselves that are of such a nature that the compliance with the assignment is impossible or cannot be demanded based on standards of reasonableness and fairness or if other circumstances present themselves that are of such a nature that the unchanged upholding of the assignment cannot reasonably be expected.
3. If the assignment is dissolved, then the receivables of the principal owes the contractor are payable immediately. If the contractor suspends the compliance of the obligations, he retains his claims he holds on the basis of the law and the assignment.
4. The contractor retains the right to demand compensation for damages.

Article 14 Returning items made available

1. If the contractor makes items available to the principal during the performance of the assignment, then the principal must return these items within 14 days of receiving a written request to this effect, free of any defects and complete. If the principal fails to comply with this obligation, then any costs incurred as a result are payable by the principal.
2. If the principal, for whatever reason, after having received a summons to this effect, still fails to comply with the obligation stated under 1., then the contractor has the right to claim the subsequent damage and costs, including the costs of replacement, on the principal.

Article 15 Liability

1. Each assignment accepted by the contractor is accepted as a best-efforts obligation. The contractor cannot never be held liable for results not achieved. The contractor is only liable for shortcomings in the performance of the assignment caused by the lack of care or the lack of expertise upon the provision of advice and the performance of assignments.
2. If the contractor is liable for direct damage, then this liability is limited to no more than the amount invoiced. The liability is limited at all times to no more than the payment made in this respect by the insurer of the contractor.
3. In deviation of that stated under 2. of this article, the liability of assignments that have a duration of more than six months shall also be limited to the fee amount payable for the last six months.
4. Under no circumstances can a claim be made for the compensation of damages resulting from a loss of income of the principal (regardless of how this was caused), or for indirect damage and consequential damage.
5. The principal can invoke a shortcoming in the performance of the assignment if the principal has notified this within three months after the completion of the assignment.

Article 16 Indemnification

1. The principal indemnifies the contractor for claims of third parties with regard to intellectual property rights on the materials or information provided by the principal and used during the performance of the assignment.
2. If the principal has provided the contractor information carriers, electronic files, software etc., then the principal guarantees that these information carriers, electronic files or software are free of viruses and defects.

Article 17 Transfer of risk

1. The risk of loss or damage of items that are the subject of the assignment shall transfer to the principal the moment on which these are legally and/or actually delivered to the principal and in doing so are brought in the power of the principal or a third party appointed by the principal.

Article 18 Force majeure

1. The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to their fault and is not for their account by virtue of the law, a legal act or a generally prevailing standard.
2. In these general terms and conditions, a force majeure will be taken to mean – in addition to its definition in law and caselaw – all external causes, foreseen or unforeseen, which the contractor cannot influence, but as a result of which the contractor is unable to perform its obligations. This includes strikes in the company of the contractor, sickness and/or labour disability.
3. The contractor also has the right to invoke a force majeure if the circumstance that prevents the (further) compliance, commences after the contractor should have complied with his obligations.
4. The parties can suspend the obligations under the assignment during the period that the force majeure continues. If this period exceeds two months, each of the parties shall be authorised to dissolve the assignment, without being obliged to pay the other party compensation for damages.
5. Insofar as the contractor has already partly complied with his obligations under the assignment at the time the force majeure commenced, and the part complied with or to be complied with represents a certain value, then the contractor is authorised to separately invoice the part of the assignment that has already been complied with or

shall be complied with. The principal must pay this invoice as if it were a separate assignment.

Article 19 Confidentiality

1. Both parties are obliged to keep confidential all the confidential information they have obtained from each other or from another source as part of their assignment. Information is regarded as confidential when this has been specified as such by the other party or if this arises from the nature of the information.
2. If the contractor is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and the contractor is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, the contractor is not obliged to pay compensation for damages or other compensation and the other party is not entitled to dissolve the assignment on the ground of any damage thus caused.

Article 20 Intellectual property and copy rights

1. Notwithstanding the other provisions in these general terms and conditions, the contractor retains the rights and authority that contractor holds on the basis of the Dutch Copyright Act.
2. Models, methods and instruments developed and/or applied by the contractor are and shall remain the intellectual property of the contractor. The publication or other forms of disclosure thereof can only take place after the contractor has given his written permission thereto.
3. All the documentation made available by the contractor, such as reports, advice, assignments, designs, sketches, drawings, software etc. for the benefit of the principal, can be used by the principal and can be multiplied by the principal for his own use in his own organisation.
4. The contractor retains the right to use the knowledge gained during the performance of the activities for other purposes, insofar as this does not involve the sharing of confidential information with third parties.

Article 21 Other

For the duration and up to two years after termination of an assignment, the principal is not permitted to offer paid work to professionals (whether or not in employment) who were involved in the performance of the assignment on behalf of the contractor. Violation of this rule is subject to the payment of a penalty of EUR 100,000.00 (in words: one hundred thousand Euros).

Article 22 Disputes

1. In the event of disputes resulting from this agreement or agreements based on this agreement, the parties shall initially aim to resolve these by way of Mediation pursuant to the relevant regulations of Stichting Nederlands Mediation Instituut in Rotterdam, as applicable upon the commencement date of the Mediation.
2. If a dispute, as set out above, cannot be resolved by way of Mediation, then the dispute shall be settled by the competent court.

Article 23 Applicable law

Any assignment concluded by the contractor and the principal shall be governed by Dutch law; even if the principal lives or has his registered office abroad.