

General Terms and Conditions

Article 1. Definitions

1. These General Terms and Conditions use the following definitions:

User: the user of the general term;

Client: the counterparty of the user.

Article 2. Applicability of these terms.

1. These terms apply to each offer and each agreement between User and Client to which User has declared these terms applicable, insofar as parties haven't deviated from these terms explicitly and in writing.

2. The present terms are also applicable to all agreements with User for the execution of which third parties need to be involved.

Article 3. Quotations

1. All our offers are non-binding, unless in the quotation there is mention of an acceptance term.

2. The by User submitted quotations are non-binding, they are valid for 30 days, unless stated otherwise. The User is only bound to the quotations if the acceptance of these is confirmed in writing by the counterparty within 30 days.

3. Prices in the mentioned quotations are exclusive of V.A.T, unless stated otherwise. (See also: explanation by article under 1).

Article 4. Execution of the agreement

1. User will execute the agreement to the best of his abilities, according to the demands of good craftsmanship and based on the known state of science of that moment.

2. If and insofar a proper execution of the agreement so requires, User is entitled to have certain activities/tasks executed by third parties.

3. The Client will provide the User in a timely manner with all data which User indicates as necessary for, or which can reasonably be understood by Client as necessary for the execution of the agreement. If the data needed for the execution are not supplied to the User on time, User has the right to postpone execution of the agreement and/or charge the Client with any extra costs resulting from the delay, according to going rates.

4. User is not liable for damages of any kind, when User relied on incorrect and/or incomplete data which were supplied by Client, unless the incorrectness or incompleteness should have been reasonably known to her.

5. If it is agreed to execute the agreement in phases, the User can postpone the execution of parts/segments of a next phase until such time as Client has approved, in writing, the results of the preceding phase.

Article 5. Contract duration; execution time

1. The agreement is entered into for indefinite time, unless parties agree otherwise,

explicitly and in writing. (See also: explanation by article under 2.)

2. If within the duration of the agreement a specific term has been agreed on for the completion of certain activities/tasks, this term is never fatal. When the execution term is exceeded, Client should therefore notify User, in writing, of the default.

Article 6. Modification of the agreement

1. If during the execution of the agreement it becomes evident that for a proper execution thereof the requested activities need to be modified or supplemented, parties will modify the agreement in concert and in a timely manner.

2. If parties agree to modify or supplement the agreement, this can alter the term of completion. User will inform Client of this as soon as possible.

3. If the modification or supplementation of the agreement has financial and/or quality-related consequences, User will inform the Client hereof beforehand.

4. If a fixed fee was agreed upon, User shall indicate to Client to which extent the modification or supplementation of the agreement will result in exceeding of this fee.

5. In deviation from Paragraph 3, User will not charge any additional costs if the modification or supplementation is the result of circumstances which can be attributed to her.

Article 7. Confidentiality

Both parties are held to secrecy of all confidential information which they obtained in the framework of their agreement from each other or from another source. Information is understood as confidential if it is communicated as being confidential by the other party, or if confidentiality follows naturally from the character of the information.

Article 8. Intellectual property

1. Without prejudice to the provisions in Article 7 of these General Terms and Conditions User maintains the rights and permissions which flow from the Copyright Act.

2. All by User supplied papers and documents, such as reports, recommendations, designs, sketches, drawings, software etcetera, are strictly meant for use by the Client and are not to be multiplied, disclosed or communicated by him in any way to third parties without prior authorisation of User.

3. User also maintains the right to use the knowledge which increased during execution of the activities, for other goals, provided that no confidential information is communicated to third parties in the process.

Article 9. Termination

Both parties can, at any time, terminate the agreement in writing. In such case, parties must observe a term of notice of at least 1 month. (See also: explanation by article under 3.)

Article 10.

Dissolution of the agreement

1. The claims of User on Client are immediately due in the following cases:

- after conclusion of the agreement User gains knowledge of circumstances that are good grounds for fearing that Client will not honour his obligations;
- if, on concluding the agreement, User requested Client to provide a security regarding the observance, and this security fails to occur, or is inadequate.

2. In the mentioned cases User is entitled to suspend further execution of the agreement or dissolve the agreement, this without prejudice to the right of User to claim damages / compensation.

Article 11. Faults; complaints' term

1. Complaints about the performed activities are to be filed in writing to User by Client within 8 days after discovery, at the absolute latest within 14 days after completion of the mentioned activities.

2. If a complaint is justified, User will carry out the meant activities as agreed, unless in the mean time this has proven demonstrably useless to Client, which needs to be communicated in writing by Client.

3. If rendering the agreed service is no longer possible or useful, User will be liable only within the limits of article 15.

Article 12. Fee

1. Paragraphs 2, 5 and 6 of this article are applicable to offers and agreements in which a fixed fee is offered or agreed on. If no fixed fee is agreed on, paragraphs 3–6 of this article are applicable.

2. While negotiating an agreement, parties can agree to a fixed fee. The fixed fee is exclusive of V.A.T.

3. If no fixed fee is agreed on, the fee will be determined according to the actual number of hours spent. The fee is calculated based on the usual hourly rates of User which are valid for the time-frame in which activities are performed, unless a different hourly rate has been agreed on.

4. Any cost estimates are exclusive of V.A.T.

5. In case of commissions /orders with a duration of more than 1 month the costs due will be periodically billed.

6. If User and Client agree to a fixed fee or hourly rate, User is still entitled to raising this fee or hourly rate. User may pass on price increases to Client if User can demonstrate that between the moment of offering and delivery significant price changes relating to, for example, wages have occurred.

Article 13. Payment

1. Payment must occur within 45 days after receiving the invoice, by the means specified by User and in the currency of the invoice. (See also: explanation by article under 4.)

2. After 30 days after the date of invoice Client is in default; from the moment that default occurs, Client is due an interest of 1% on the claimed amount, unless the legal interest exceeds this percentage, in which case the legal interest is applied.

3. In case of liquidation, bankruptcy or suspension of payment of Client, the claims of User

will be immediately due, as well as the obligations of Client towards User.

4. Payments by Client always serve firstly to covering all due interest and costs, secondly to the longest outstanding and due invoices, even if Client indicates the payment to apply to a later invoice.

Article 14. Collection costs

1. If Client is in default with fulfilling one or more of his obligations, all reasonable costs for obtaining out-of-court satisfaction are for the account of Client. Client is in any case due:

- of the first	€6500,-	15%
- of any remaining amount up to €13.000		10%
- of any remaining amount up to €32.500		8%
- of any remaining amount up to €130.000		5%
- of any remaining amount		3%

2. If User can prove to have incurred higher costs, which were reasonably necessary, these are also eligible for compensation / damages. (See also: explanation by article under 5.)

Article 15. Liability

If User is liable, this liability is limited as follows:

1. The liability of User, insofar as this is covered by her liability insurance, is limited to the value of the payment from mentioned insurance company.
2. If the insurance company in any given case does not make a payment or if the damage in question is not covered by the insurance, the liability of User is limited to twice the value of the invoice for the commission / order, at least for that part of the commission / order to which the liability relates.
3. In deviation from what is stipulated in Paragraph 2 of this article, the liability for a commission / order with a duration of more than 6 months is further limited to the part of the fee which is due over the last 6 months.
4. The limitations of liability in these Terms and Conditions are not valid if the damage was caused intentionally by User or her subordinates or by gross fault of User or her subordinates.
5. User is never liable for consequential damage. (See also: explanation by article under 6.)

Article 16. Force majeure

1. In these General Terms and Conditions force majeure is, in addition to its definition provided by law and jurisprudence, understood as all external foreseeable or unforeseeable causes on which user has no influence, but as a result of which User is unable to honour her obligations, including strikes in the company of User.
2. User also has the right to appeal to force majeure, if the circumstances that obstruct honouring the obligations occur after User should have fulfilled these obligations.
3. During force majeure the obligations of User are suspended. If the situation of not honouring User's obligations due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without in that case there being an obligation to

paying compensation / damages.

4. If at the start of force majeure User has already partially fulfilled her obligations, or is only able to fulfill her obligations partially, she is entitled to bill the already performed or to be performed part separately and Client is obliged to pay the invoice in question as if it were a separate contract. This is however not applicable if the already performed or to be performed part has no independent value.

Article 17. Dispute resolution

The judge at the place of residence of User is to the exclusion of all other courts authorized to take cognizance of disputes, unless the *kantonrechter* (cantonal judge) is legally competent. Nonetheless User is entitled to summon her counterparty to appear before the court competent by law. (See also: explanation by article under 7.)

Article 18. Applicable law

Each and every agreement between User and Client is subject to Dutch law.

Article 19. Modification and place of the Terms and Conditions

These Terms and Conditions have been filed at the Chamber of Commerce in Delft (K.v.K. Haaglanden).

Applicable at all times is the latest filed version of these Terms and Conditions or the version that was valid during the realisation of the present commission / order.

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C.P.J. Koeleman