

Terms and Conditions

BUSINESS SERVICES

1 General

- 1.1 Under these Sale- and Delivery conditions shall mean:
 - *Contractor* : Mulder Management Consultancy
 - *Client* : the contractual counterparty of the *Contractor*
- 1.2 These conditions apply to all offers of the *Contractor*, all agreements between the *Contractor* and to all agreements that may result therefrom.
- 1.3 *Contractor* rejects the applicability of any terms and conditions of the *Client* explicitly.

2 Offer and conclusion of agreement

- 2.1 An agreement is concluded when the *Contractor* has sent a written confirmation of the order to the *Client*.
- 2.2 All offers of *Contractor* are not binding unless expressly agreed otherwise.
- 2.3 If *Client* provides data, drawings etc. to the *Contractor* the *Contractor* may rely on their accuracy and shall base its offer thereon.

3 Price

- 3.1 *Contractor* will be entitled to increase the agreed price, if and when unforeseen costly additional conditions (such as VAT / tax) arising after the conclusion of the agreement, or after sending the offer.
- 3.2 The prize does not include travel and accommodation costs and all other expenses and advances.

4 Advices

Client cannot derive any rights from advice of *Contractor* which do not relate to the assignment.

5 Intellectual property

- 5.1 *Contractor* will at all times retain all rights to plans, documents, images, drawings , software and / or the related information and "know-how" which the *Contractor* made.
- 5.2 The items listed in the preceding paragraph may not, in whole or in part, be copied or shown to third parties, handed over or made public in any way, or used by *Client* or made available other than for the purpose for which they were supplied by *Contractor*, without written consent from *Contractor*.
- 5.3 *Client* shall indemnify the *Contractor* for infringements of intellectual property rights.

6 Terms of payment

- 6.1 Unless otherwise agreed, the following payment schedule applies: payment within 30 days after (partial) invoice date.
- 6.2 Regardless of the agreed terms of payment *Client* is obliged at the request of the *Contractor* in its judgment to provide sufficient security for payment. If *Client* does not meet the deadline, *Client* is in negligent. *Contractor* has the right to terminate the agreement and recover any damages from the *Client*.
- 6.3 The right of the *Client* to settle its claims against *Contractor* is expressly excluded, unless the *Contractor* in a state of bankruptcy. The full claim for payment is due immediately if:
 - a. a payment period is exceeded;
 - b. the *Client* is bankrupt, or in receivership;
 - c. the *Client* as a company is dissolved or liquidated;
 - d. the *Client* as a natural person is placed under guardianship or dies.
- 6.4 *Client* is due to pay interest from 30 days after the invoice is received. If the bill has already been sent before the *Contractor* has provided the service, then a period of 30 days after the receipt of the service. If the payment is not made within the agreed period of 30 days the legal rate will apply without a warning / notice is required.
- 6.5 Interest in business transactions:
The interest in business transactions is equal to the fixed amount of the legal interest pursuant to the Civil Code (Article 6 : 119a and 120 paragraph 2 Civil Code).

Terms and Conditions

Mulder Management Consultancy

Chamber of Commerce nr.: 63191121 • VAT nr.: NL109957970B01 • IBAN nr. NL29RABO0303061871

- 6.6 Interest on transactions with consumers:
The interest in transactions with consumers is equal to the amount of the legal interest rate set in accordance with the Civil Code (Article 6: 119 and 120 paragraph 1 Civil Code).
- 6.7 Extrajudicial costs in business transactions:
If payment is not made within the agreed period of 30 days *Client* is negligent without notice and *Client* is due to *Contractor* extrajudicial collection costs amounting to 15 % of the principal amount plus interest under Article 6.5, with a minimum of € 50,-. If the actual extrajudicial costs exceed the above calculation, the actual costs incurred by *Client* are due.
- 6.8 Extrajudicial costs in transactions with consumers:
If payment by the consumer / *Client* is not made within the agreed period, the consumer / *Client* to *Contractor*'s extrajudicial collection costs in accordance with the July 1st, 2012 came into force legislation relating to the standardization of compensation for costs incurred in obtaining payment out of court. The fee is only payable by the consumer after entering the omission (Article 6:81 Civil Code), indicating the consequences of non-payment - Including an indication of the amount of the compensation payable in accordance with the Decision on compensation for extrajudicial costs - usufruct demand for payment within a period of fourteen days, commencing the day after demand.
- 6.9 If, in judicial proceedings, decision is in favor of *Contractor*, all costs which he has had to make in connection with the proceedings, are on behalf of *Client*.
- 7 Impossibility of performance**
- 7.1 *Contractor* is entitled to suspend the agreed work if, due to circumstances which are outside his sphere of influence or that he was not aware, or could be not aware, at the conclusion of the agreement, is temporarily unable to fulfill his obligations.
- 7.2 Shortcomings of suppliers, strikes and work interruptions, weather, theft or other forms of loss of materials are certainly circumstances referred to in the previous paragraph.
- 7.3 If performance is permanently impossible, the contract can be terminated for that part which is not yet fulfilled. *Client*, in that case, has no right to reimbursement as a result of the dissolution damages.
- 8 Changes in the assignment**
- 8.1 If the extent of the *Contractor* assignment following the conclusion of the agreement for whatever reason changes, or already has been changed, *Contractor* is entitled to charge *Client* for any extra work performed.
- 8.2 Additional work is also the case if the information provided by *Client* does not correspond to reality.
- 9. Dissolution**
- 9.1 If *Client* does not properly or timely fulfill any obligation from the agreement concluded with *Contractor*, and in case of bankruptcy, moratorium or receivership of *Client* or closure or liquidation of its business *Contractor* is entitled to terminate the contract in whole or in part, or suspend (further) execution of the agreement *Contractor* is in those cases furthermore entitled to immediate payment of the amounts owed to it.
- 9.2 All this does not affect the remaining rights of the *Contractor*, including the right of compensation for the damage suffered by the dissolution.
- 9.3 *Contractor* is in the case of a dissolution as referred to in paragraph 9.1 never held to any compensation for damage to *Client*.
- 9.4 If the *Client*, also after notice, prevents a proper performance by *Contractor*, *Contractor* is entitled to terminate the contract.
- 9.5 Circumstances which constitute a force majeure situation for *Contractor* are in any case: behaviors, unless intent or gross negligence, of persons, of whom *Contractor* makes use in performance of the obligation; unsuitability of goods which *Contractor* uses in the implementation of the commitment
- 9.6 *Contractor* also retains by dissolution by mutual consent entitled to compensation for the damage suffered by this dissolution
- 10 Complaints**
- 10.1 Complaints must be made in writing as soon as possible but no later than 7 days after delivery or - with no visible defects within 7 days after the problem could reasonably be detected.
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- 10.2 Claims and defenses based on facts that would justify the proposition, that the delivered item/work does not meet the contract will expire one year after delivery.

11 Liability

- 11.1 *Contractor* shall only be liable for damages suffered by *Client* which is the direct and sole result of a failure attributable to *Contractor*, it being understood that only qualifies for reimbursement that damage, which *Contractor* is insured, or reasonably seen, given the customary practice in the industry, should have been insured. In addition, the following restrictions must be observed.
11. 2a Not eligible for reimbursement comes damages, loss of income and the like , also due to any cause.
11. 2b *Contractor* shall not be liable for damages (or any) that is caused by or during the performance of work or assembly of goods delivered or installations to business items/goods, which are being worked on or to business items/goods which are in the vicinity of the work site.
11. 2c For damage caused by intent or gross negligence of third parties *Contractor* is never liable.
11. 2d The compensation will be moderated by the *Contractor* if the price to be paid by the *Client* is too low in relation to the size of the damages suffered by *Client*.
11. 2e If the *Contractor* 's insurer for any reason does not pay out, the liability of *Contractor* shall at all times be limited to a maximum of twice the contract.

12 Applicable law

Dutch law applies. All disputes between the *Contractor* and *Client* shall be exclusively submitted to the competent court in Breda.