



## **GENERAL TERMS AND CONDITIONS FORUS-P BV**

### **Article 1 Definitions**

In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise.

1. Contractor: Forus-P bv, registered in Duiven (KvK nummer 09072040).
2. Client: The person with whom the Contractor enters into an agreement.
3. Parties: Contractor and Client together.

### **Article 2 Applicability**

1. These general terms and conditions apply to all quotes, offers, activities, assignments, agreements and deliveries of services by or on behalf of Contractor.
2. These conditions also apply to all agreements with Contractor, of which third parties must be involved for the execution thereof.
3. Contractor is entitled to change or supplement these general terms and conditions. Changes of minor importance can be made at any time. Contractor will discuss major substantive changes with Client as much as possible in advance.
4. Parties can only deviate from these conditions if they have expressly agreed in writing.
5. If, after the agreement has been made for the execution thereof, it proves necessary to change or supplement its content, Parties will adjust the conditions accordingly in a timely manner and by mutual agreement.

### **Article 3 Offers**

1. Offers from Contractor are without obligation, unless explicitly stated otherwise.
2. An offer is valid for a maximum of 1 month, unless a different acceptance period is stated in the offer.
3. If Client does not accept an offer within the applicable term, the offer will lapse.
4. Offers do not automatically apply to future agreements, unless Parties explicitly agree in writing.

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## Article 4 Acceptance

1. Contractor's conditions are included with the first quote and apply when the quote has been accepted by Client in writing.
2. When a quote is accepted, Contractor reserves the right to withdraw the offer within 3 days after receipt of the acceptance, without Client being able to derive any rights from this.
3. Oral acceptance of Client only binds Contractor after Client has confirmed this in writing (or electronically).
4. If the acceptance deviates from the offer included in the quote, Contractor is not bound by it. The agreement will then not come into effect in accordance with this deviating acceptance, unless Contractor indicates otherwise.

## Article 5 Prices

1. All prices used by Contractor are in euros and exclude VAT.
2. Any costs to be incurred in the context of the agreement, such as travel, shipping or administrative costs, will be expensed in accordance with agreements in the offer, unless explicitly stated otherwise or agreed otherwise.
3. Travel time is charged at 50% of the hourly rate.
4. For all offers, only the time actually spent will be charged and if it exceeds more than 5% of the offered amount, an invoice will be made after consultation with Client.
5. If Parties have agreed a total amount for a service provided by Contractor, this is always a target price, unless Parties have explicitly agreed in writing a fixed price, which cannot be deviated from.
6. Contractor is entitled to deviate up to 10% of the target price.
7. If the target price is more than 10% higher, Contractor must inform Client in good time why a higher price is justified. Client then has the right to cancel the part of the agreement that exceeds the target price plus 10%.
8. If Parties have not agreed otherwise in writing, the rate of Contractor will be determined on the basis of an hourly rate.
9. Contractor has the right, without prior written notice, to increase the rate agreed in the offer on 1 January of each calendar year by a maximum of the inflation rate provided by the general statistics office in The Netherlands.
10. In the event of an increase in price, outside of inflation, Contractor is entitled to increase the prices.
11. Prior to the commencement of a new term, Contractor will notify price adjustments in writing to Client.
12. If the annual increase exceeds 10%, Client is entitled to cancel the agreement in writing within two weeks of the notification, unless the increase in the rate comes from a power conferred by law.

## **Article 6 Consequences of Late Payment**

1. Payment must be made within 30 days of the invoice date, unless agreed otherwise by Parties. Objections to the amount of the invoices do not suspend the payment obligation.
2. If Client does not pay within the agreed term, Contractor is entitled to charge an interest of 1% per month from the day that Client is in default, whereby part of a month is counted as a whole month.
3. In the event of late payment, Client is at all times required to reimburse Contractor with all of its reasonably incurred judicial and extrajudicial collection costs, including in all cases the cost of debt collection agencies.
4. The collection costs are calculated on the basis of the decision on compensation for extrajudicial collection costs.
5. If payment is more than 1 month overdue, Contractor may suspend its obligations until Client has fulfilled its payment obligation.
6. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of Client, Contractor's claims against Client are immediately due and payable.
7. If Client refuses to cooperate in the performance of the agreement by Contractor, it is still obliged to pay the agreed price to Contractor.

## **Article 7 Performance of the Agreement**

1. Contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Contractor has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment by Client, unless a different payment term is stated in the offer.
4. It is the responsibility of Client that Contractor can start the execution of the agreement in time.
5. If Client does not make the required information, data or documents available to Contractor in time, the execution of the agreement will be delayed as a result.

## **Article 8 Provision of Information by Client**

1. Client will make all information, data and documents relevant to the correct performance of the agreement available to Contractor in a timely and desired manner.
2. Client guarantees the correctness, completeness and reliability of the information, data and documents made available, even if these come from third parties, unless the nature of the agreement dictates otherwise.
3. Contractor will return the relevant documents upon Client's request.

## **Article 9 Intellectual Property and Copyrights**

1. Without prejudice to the other provisions in these general terms and conditions, Contractor reserves the rights and powers that Contractor has under the Copyright Act.
2. Models, methodologies and instruments developed and / or applied by Contractor for the execution of the agreement are and remain the property of Contractor. Publication or other forms of publication thereof are only possible after obtaining written permission from Contractor.
3. All documents provided by Contractor, such as reports and advice, for the benefit of Client, can be used and multiplied by Client for its own use in its own organisation.
4. All documents provided by Contractor may not be made public by Client without Contractor's prior permission, or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.
5. Contractor reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is brought to the notice of third parties.

## **Article 10 Duration of the Agreement**

1. The agreement between Parties is contracted for 1 year, unless the nature of the agreement dictates otherwise or Parties have expressly agreed otherwise in writing.
2. After the term has expired, it will be renewed tacitly, unless one of Parties terminates the agreement with due observance of a notice period of 1 month.
3. If Parties have agreed a term for the completion of certain activities within the term of the agreement, this is never a strict deadline. If this term is exceeded, Client must give Contractor a written notice of default.

## **Article 11 Confidentiality**

1. Client shall treat any information supplied by Contractor (in whatever form) as confidential.
2. The same applies to all other information regarding Contractor that Client knows or can reasonably suspect is secret or confidential, or that it can expect to cause harm to Contractor.
3. Contractor takes all necessary measures to ensure that it also treats the information referred to in paragraphs 1 and 2 as confidential.
4. The confidentiality obligation described does not apply to information:
  - which was already public before Parties learned this information or which later became public without this being the result of a breach of confidentiality obligation.
  - which is made public by Parties on the basis of a legal obligation.
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

## **Article 12 Indemnity**

1. Client indemnifies Contractor against claims from third parties with regard to intellectual property rights on materials or data provided by Client that are used in the execution of the agreement.
2. When Client provides Contractor with information carriers, electronic files, etc., it guarantees that they are free of viruses and defects.

## **Article 13 Complaints**

1. Complaints about the work performed must be reported to Contractor in writing by Client within two weeks after the invoice date, but no later than three weeks after completion of the work concerned.
2. Client will provide a description of the shortcoming as detailed as possible, so that Contractor is able to respond adequately.
3. Client must demonstrate that the complaint relates to an agreement between Parties.
4. If a complaint concerns ongoing work, this cannot, in any case, lead to Contractor being able to perform other work than agreed.
5. If a complaint is well-founded, Contractor will still carry out the work as agreed, unless this has already become demonstrably pointless for Client. This must be made known in writing by Client.
6. If it is no longer possible or useful to perform the agreed work, Contractor will only be liable within the limits of article 14 in these terms and conditions.

## **Article 14 Liability**

1. For every agreement accepted by Contractor, there is an obligation to make an effort. Contractor can never be held liable for results not achieved.
2. Contractor is only liable for any damage that Client suffers if and insofar as this damage is caused by intent or deliberate recklessness.
3. If Contractor is liable for any damage, it is only liable for direct damage resulting from or related to the performance of an agreement.
4. Under no circumstances can compensation be claimed for damage that caused loss of income of Client (originated in any way) or for indirect and consequential damage.
5. If Contractor is liable, this liability is limited to the amount paid by a professional liability insurance and in the absence of (full) payment by the insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.

## **Article 15 Suspension and Dissolution**

1. Client has the right to suspend the fulfillment of the obligations or to dissolve the agreement if Contractor fails, unless the shortcoming does not justify termination, due to its special nature or minor significance.
2. If the fulfillment of the obligations by Contractor is not permanently or temporarily impossible, dissolution can only take place after Contractor is in default.
3. Furthermore, Contractor is authorised to suspend the fulfillment of the obligations or to dissolve the agreement if Client does not fully or timely fulfill the obligations under the agreement, or if Contractor has taken cognizance of circumstances that give it good reason to fear that Client will not be able to properly fulfill the obligations.

## **Article 16 Force Majeure**

1. Parties are not obliged to fulfill any obligation if they are hindered to do so as a result of a circumstance that is not due to fault.
2. In these general terms and conditions, force majeure means, in addition to that which is understood in law and jurisprudence, all external causes, foreseen or not foreseen, over which Contractor cannot exert influence, but as a result of which Contractor is unable to fulfill its obligations. This includes illness and / or incapacity for work.
3. During the period that the force majeure continues, Parties can suspend the obligations from the agreement.
4. If this period lasts longer than 30 calendar days, each of Parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.

## **Article 17 Transfer of Rights**

1. Client's rights under an agreement between Parties cannot be transferred to third parties without Contractor's prior written permission.
2. This provision applies as a clause with property law effect as referred to in Section 3:83, second paragraph, of the Dutch Civil Code.

## **Article 18 Consequences Nullity or Destructibility**

1. When one or more provisions of these general terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions.
2. In that case, a provision that is void or voidable will be replaced by a provision that comes closest to what Contractor had in mind when drawing up the conditions on that point.



### **Article 19 Other Provisions**

During the agreement and up to 1 year after termination of an agreement, Client is not permitted to offer professionals, who have been involved in the performance on behalf of or from Contractor paid work (whether or not on the basis of an employment contract). Violation of this rule is subject to a fine of € 100,000, in words: one hundred thousand euros.

### **Article 20 Applicable Law and Competent Court**

Dutch law applies to all agreements between Contractor and Client; even if Client is resident or established abroad.

Prepared on June 16, 2020.