

General Conditions of Services of New Dutch BV

Article 1 – Scope of Application

- 1.1 These General Conditions of Services apply to all agreements in which New Dutch BV – hereinafter called “**New Dutch BV**” – acts as the supplier of consultancy, management or project activities – hereinafter called “**Services**” – to another company requesting the delivery of such Services – hereinafter called “**Client**” – as well as to all acts, legal or otherwise, that reasonably precede the provision of such Services.
- 1.2 The Client has taken notice of the contents of these General Conditions of Services and accepts that these General Conditions of Services apply to his/ her agreement with New Dutch BV.
- 1.3 Any deviations from these General Conditions of Services must be explicitly agreed upon in writing.
- 1.4 Additional terms and conditions can apply to specific Services. These additional terms and conditions will prevail over these General Conditions of Services insofar as they have been agreed upon in writing.
- 1.5 In case of conflict specific clauses in contractual agreements between New Dutch BV and Client shall prevail over clauses in these General Conditions of Services.
- 1.6 In the event that the Services from New Dutch BV are ordered through the standard procurement process of the Client – hereinafter called “**Purchase Orders**” – these General Conditions of Services will prevail over general purchase conditions listed or referenced on these Purchase Orders, unless otherwise is explicitly agreed upon in writing
- 1.7 In the event of discrepancy between verbal statements made by New Dutch BV and what has been laid down in writing, New Dutch BV’s General Conditions of Services shall prevail.
- 1.8 The General Conditions of Services may be modified by New Dutch BV.

Article 2 – Contractual Agreement

- 2.1 A Contractual Agreement is concluded in either of the following situations:
 - as soon as a Purchase Order is made by the Client, referring to the combination of a firm quotation of the Services by New Dutch BV to the Client or otherwise, followed by a subsequent Order Confirmation by New Dutch BV referencing to this Purchase Order.
 - as soon as a specific contractual document is prepared and duly signed by New Dutch BV and the Client.
 - as soon as an Order Confirmation is prepared and duly signed by New Dutch BV and the Client, based on a firm quotation of the Services by New Dutch BV to the Client
- 2.2 New Dutch BV shall deliver the Services in line with the **Specification of Services** as specified in the Contractual Agreement between New Dutch BV and the Client.
- 2.3 The Specification of Services contains at least a general description of the activities as well as an estimated duration thereof.
- 2.4 A start date and a finish date may be incorporated in the Specification of Services; the latter is not the same as a Services Completion Deadline. Unless a Services Completion Deadline has been explicitly agreed upon in the Contractual Agreement, New Dutch BV shall execute the activities and complete and/or deliver the Services at any point in time between the start date and the finish date that are indicated in the Specification of Services, at the sole discretion of New Dutch BV.
- 2.5 Unless a place of execution of Services has been explicitly agreed upon in the Specification of Services, New Dutch BV shall execute the activities contained in the Specification of Services and/ or required for the completion of the Services in the most suited and practical location, at the sole discretion of New Dutch BV.

Article 3 - Services

- 3.1 The Services described in the Specification of Services form the basis of the contractual delivery obligation of New Dutch BV to the Client.
- 3.2 Changes to the Services can only be made in the form of an Amendment to the Contractual Agreement. This Amendment shall describe the modifications to the Services scope, content, duration and/or place and must be duly signed by New Dutch BV and by the Client. The deviations from the Contractual Agreement, described in this Amendment, shall only become part of the of the contractual delivery obligation of New Dutch BV to the Client following these signatures.
- 3.3 New Dutch BV shall deliver the Services in good faith, in a professional manner, to the best of its ability, with good craftsmanship and obeying to good business ethics and code of conduct.

3.4 New Dutch BV is entitled to subcontract (part of) the activities contained in the Services to third parties – hereinafter called “Subcontractors”. New Dutch BV shall only use Subcontractors for the delivery of (part of) the Services after written or verbal consent by the Client.

Article 4 - Obligations of the Client

- 4.1 The Client shall provide New Dutch BV with adequate office space and facilities to execute the activities contained in the Specification of Services and/or required to complete the Services, at the single request of New Dutch BV.
- 4.2 The Client shall grant New Dutch BV the authority and position in the Client's organization necessary for a proper and timely execution of the activities contained in the Services and/or for a successful delivery of the Services.
- 4.3 The Client shall grant New Dutch BV access to information and data as required for a proper and timely execution of the activities contained in the Services and/or for a successful delivery of the Services.
- 4.4 The Client shall ensure that employees and/or contractors and/or other third parties are available in a timely fashion for activities in relation to the Services and that these employees and/or contractors and/or other third parties shall cooperate and participate in these activities as required for a proper and timely execution of the activities contained in the Services and/or for a successful delivery of the Services.
- 4.5 New Dutch BV shall notify the Client in writing of any failure by the Client to fulfil its obligations as stipulated in this Article. In this event, New Dutch BV is entitled to charge additional compensation for waiting time, is allowed to suspend the activities required to deliver the Services, and/or to delay the agreed delivery or completion date of the Services, without the requirement for an Amendment to the Contractual Agreement as described in Article 3.
- 4.6 If and when the Client is failing to fulfil its obligations as stipulated in this Article or others, New Dutch BV cannot be held accountable for any damages as a result thereof.

Article 5 – Compensation

- 5.1 New Dutch BV shall charge the Client the compensation as specified and agreed upon in the Contractual Agreement – hereinafter called **“the Compensation”**.
- 5.2 New Dutch BV shall bill the Compensation by means of single fully specified invoices.
- 5.3 New Dutch BV is entitled to bill (part of) the Compensation in advance.
- 5.4 Unless explicitly agreed otherwise, the Compensation to New Dutch BV by the Client is due as a result of the simple fact that New Dutch BV has undertaken the activities contained in the Specification of Services and/or required to deliver the Services.

Article 6 – Payment

- 6.1 The Client shall pay the entire amount specified on all invoices in the manner indicated on the invoice and within the term stated on the invoice and if none is stated, within 14 days after the date of the invoice – hereinafter called the “Invoice Due Date”.
- 6.2 After the term of payment as referred to in article 6.1 has expired, the Client shall be in default by operation of law, without further notice of default being required. In this case New Dutch BV shall be entitled to charge, without further notification to the Client, an interest of 1% per month of the amounts due, starting on the Invoice Due Date, plus administrative costs of EUR 15- per month and extra judicial collection costs at a rate of 15% (excluding VAT) of the outstanding amount, with a minimum of EUR 25,-.
- 6.3 Furthermore, the Client shall be liable for all legal costs that New Dutch BV incurs (including costs for legal assistance) in connection with the collection of overdue payments as referred to in article 6.2.
- 6.4 From the moment that the term of payment as referred to in article 6.1 has expired, New Dutch BV is entitled to postpone her Services. Article 4.6 is accordingly applicable.

Article 7 – Absence and Force Majeur

- 7.1 Persons or subcontractors assigned by New Dutch BV to execute the activities contained in or required to deliver the Services are entitled to public holidays and holiday leave in line with legislation of and normal practice in the country where the Services are delivered..
- 7.2 To the extent possible, New Dutch BV will assign holidays in consultation with the Client. Holidays will in any event carry a two weeks' notice to the Client.
- 7.3 In case New Dutch BV is unable to perform the activities contained in the Specification of Services and/or required to deliver the Services and/ or fail to fulfil any term or condition of the Contractual Agreement due to reasons of sickness, accidents, natural disasters or any other event which is beyond the control of New Dutch BV, this will be regarded upon as Force Majeur as referred to in article 6:75 of the Dutch Civil Code. Whether or not Force Majeur is at hand is at the sole discretion of New Dutch BV.
- 7.4 In the event of Force Majeur, New Dutch BV shall notify the Client as soon as possible.
- 7.5 In the event of Force Majeur New Dutch BV is entitled to suspend the activities and/or to delay the completion or delivery of the Services without being in breach of contract and without being liable for any damages as a result thereof.

Article 8 – Liability

- 8.1 Neither New Dutch BV, nor its Subcontractors shall be liable for any damages or losses, neither direct nor indirect, resulting from the activities contained in the Specification of Services and/or required to deliver the Services within the boundaries of the formal authority assigned to New Dutch BV, unless this damage is the result of ill purpose or gross negligence by New Dutch BV or its Subcontractors. New Dutch BV's liability shall never exceed the total amount of all compensation excl. VAT and expenses agreed upon in the Contractual Agreement.
- 8.2 Neither New Dutch BV, nor its Subcontractors shall be liable for any damage or losses, neither direct nor indirect, resulting from the failure by New Dutch BV to complete or deliver the Services, in part or in whole or in a timely fashion.

Article 9 – Confidentiality

- 9.1 New Dutch BV shall keep confidential and not disclose to any person or third party any proprietary information of the Client neither during the execution of the Contractual Agreement nor at any time thereafter.
- 9.2 New Dutch BV shall comply with the confidentiality policy of the Client's organization, unless is stated otherwise in the Contractual Agreement it.
- 9.3 Following completion and/or delivery of the Services, New Dutch BV shall return to the Client all information and documents it has received for execution of its activities. Unless otherwise agreed upon, all computer data files containing Client data shall be permanently deleted by New Dutch BV.
- 9.4 Following successful completion and/or delivery of the Services, the Client agrees to its name and a brief description of the Services to become part of New Dutch BV's reference list. The details of this Client reference shall be agreed upon between New Dutch BV and Client.

Article 10 – Intellectual Property

- 10.1 All documents and software, including but not limited to reports, design specifications, models and tools, prepared, supplied or provided by New Dutch BV to the Client under the Contractual Agreement, may solely be used by the Client for their designed purpose within the Client's organization. None of these documents or software may be copied, published, distributed or provided to third parties without prior written consent of New Dutch BV.
- 10.2 New Dutch BV is entitled to utilize the knowledge and experience gained as a result of the execution of the activities contained in or required to deliver the Services, for future work and for other purposes, under the confidentiality restrictions as specified in Article 9 of these General Conditions of Services.

Article 11 – Termination

- 11.1 The Contractual Agreement automatically and on legal grounds terminates when the Services Completion Deadline specified in the Contractual Agreement is reached or when the Services have been delivered to the Client. In this event there is no requirement, neither for New Dutch BV nor for the Client, to notify the other party to the Contractual Agreement. In the event that New Dutch BV has not finished it's Services by then, a Succeeding Agreement may be agreed upon, on which these General Conditions of Services automatically apply.
- 11.2 New Dutch BV is entitled to terminate the Contractual Agreement by means of a registered letter to the Client in the following events:
- 11.2.1 In case the Client falls in a state of bankruptcy or debt restructuring or if a receiver is appointed for the benefit of creditors or any proceeding against the Client is started under the applicable bankruptcy laws.
- 11.2.2 In case the Client is in breach of the Contractual Agreement,
- 11.2.2.1 In case the Client has repeatedly and despite reminders failed to comply with its obligation of timely payment of New Dutch BV's invoices as specified in Article 6 of these General Conditions of Services.
- 11.2.2.2 In case the Client has repeatedly and despite reminders failed to comply with its obligation to provide authority, working space or access to data and people as stipulated in Article 4 of these General Conditions of Services.
- 11.3 In case the Contractual Agreement is terminated on any of the grounds as specified in Article 11.2, New Dutch BV is entitled to immediately withdraw its persons or Subcontractors from the organization of the Client and is no longer held to its Services completion or delivery obligation under the Contractual Agreement. In this case, New Dutch BV is not in breach of contract and cannot be held liable for any damages as a result thereof.
- 11.4 In case the Contractual Agreement is terminated on any of the grounds as specified in Article 11.2, the Client is obliged to pay to New Dutch BV the compensation amount for all activities already carried out under the Contractual Agreement. New Dutch BV shall bill a final Compensation by means of single invoice, to be paid within 7 days after the termination. Article 6.2 and 6.3 are accordingly applicable.
- 11.5 Furthermore New Dutch BV is entitled to claim damages in relation to a termination of the Contractual Agreement on any of the grounds as specified in Article 11.2.
- 11.6 The rights and obligations of these General Conditions of Services, which by their nature are intended to continue beyond the termination of the contractual Agreement, shall survive such termination irrespective of the reason for termination.
- 11.7 Upon termination of the Contractual Agreement by the Client, all claims the Client might have against New Dutch BV will lapse.

Article 12 – Taxes

- 12.1 All prices and compensation amounts described in the Contractual Agreement are exclusive of VAT. New Dutch BV shall ensure that VAT is applied to the New Dutch BV invoiced amounts in line with the applicable tax legislation and governing European Union Directives. The Client is obliged to pay VAT amounts to New Dutch BV irrespective of its ability to claim back these amounts from the applicable authorities. The Client shall indemnify, defend and hold harmless New Dutch BV for any and all claims by the applicable authorities resulting from the Client not obeying to this obligation.

Article 13 – Applicable Law

- 13.1 The construction, interpretation and performance of the Contractual Agreement including these General Conditions of Services and any and all transactions resulting from there shall be governed exclusively by Dutch law.
- 13.2 Any conflicts, if a mutual understanding can not be reached, shall be exclusively submitted to the Court of The Hague in The Netherlands.