

GENERAL CONDITIONS ROKADE ADVIES B.V. (Ltd.)

1. Definitions

The following definitions apply to these terms and conditions:

1. *client*: the party commissioning the assignment;
2. *file*: all documents, goods and carriers of information that have been given by client to contractor as well as all the documents, goods and carriers of information that have been produced by contractor while carrying out work on behalf of client;
3. *work*: all the necessary activities requested by client or have been carried out by the contractor in the interest of the client;
4. *contract*: any agreement under which the contractor undertakes to carry out the work for the client;
5. *contractor*: Rokade Advies B.V.

2. Applicability

1. These general conditions are applicable to all offers, contracts and price negotiations which have been made by contractor while carrying out the work and on all contracts which have been accepted by contractor within these same work related activities.
2. Exceptions on these general conditions are only valid when this has been expressly agreed upon between client and contractor and as such have been agreed in writing.
3. General conditions of client are not valid. The contractor explicitly rejects the applicability of the client's general terms and conditions.
4. These terms and conditions are deposited with the Rotterdam Chamber of Commerce.
5. In the event of any dispute concerning the interpretation of any of these conditions, the official Dutch language version shall prevail.
6. Binding is the last deposited version of these general conditions or the version that was applicable at the time when the agreement was commissioned.

3. Offers

1. All offers are not binding unless the offer explicitly contains a deadline for acceptance.
2. All offers made by contractor are not binding and are valid over a period of 30 days, unless mentioned otherwise. The offer will only bind contractor if and when the terms of the offer are accepted by client in writing within 30 days after the dispatch of the offer, unless mentioned otherwise.
3. Prices mentioned in offers exclude any taxes or other governmental levies, if any, as well as out-of-pocket expenses and expense claims filed by third parties commissioned by the contractor, unless mentioned otherwise.
4. If and when the offer is only partially accepted by client, the contractor is not bound to this offer. In the above mentioned case, there will be no valid agreement on these terms, unless expressly mentioned otherwise by contractor.
5. In case of a compound offer, the contractor is not obligated to partially carry out work, mentioned in the offer, for the in the offer mentioned prices.
6. Offers are not automatically valid for future agreements.

4. Duration of the agreement

The contract is concluded for an indefinite period of time unless its contents, nature or effect imply that it was concluded for a definite period.

5. Information provided by client

1. The client provides the contractor with all the information and documents which the latter believes to be required for the timely and proper execution of the contract, and to do so on time and in desired form and manner.
2. Contractor has the right to suspend further execution of the contract until client has fulfilled its obligation as mentioned in the previous paragraph. This however does not implicate that contractor has forfeited the right to terminate the contract, either by law or by written extrajudicial statement. In this case, client will not have any rights to any indemnification.
3. If and when expressly asked for by client, the contractor will hand over all documents, goods and carriers of information which have been given by client to contractor, except in the case mentioned in article 16 of these general conditions.

6. Execution of the engagement

1. Contractor determines the manner in which the contract will be executed.
2. Contractor will carry out all activities to the best of its knowledge and ability and in accordance with professional standards and knowledge known at the time of the agreement.
3. In order to execute parts of the contract, the contractor is allowed to involve third parties, without any previous consent of the client.
4. Contractor is allowed to involve qualified personnel while executing the contract, unless the contract expressly appoints specific persons to carry out the work.
5. If and when, during the execution of the contract, additional work, not previously mentioned in the original contract, is done on behalf of the client, these extra work activities will be considered a part of an additional, new contract.

6. The due dates for completion of the work which might be mentioned in the contract should not be regarded as deadlines but only as an indication. In case of overdue, there will be no shortcoming of the contractor and therefore no ground for termination of the contract. However in case of overdue it will be possible for client to determine a new, reasonable period of delivery in which the contractor is obligated to complete the work, taking into account the terms of article 9 of these general conditions. Overdue of this deadline will immediately provide the grounds for client to terminate the contract.
7. Contractor will carry out work activities in according to Dutch law and rules, such as the WOT (law concerning notifying in case of unusual transactions) and the WID (law concerning identification in case of financial services).

7. Secrecy

1. Contractor is, subject to obligations implied by law or to that end competent public agency to publish certain information, obligated to secrecy of all confidential information and of results thereof provided by the client from third parties not involved with the contract.
2. Contractor is entitled to apply all results of processed data for statistic purposes or comparable purposes, provided that these results are not reducible to individual clients.
3. Except the stated as mentioned in paragraph 2 of this article, contractor is not entitled to apply information provided with by client to any purpose other than to which end this information was obtained.

8. Intellectual property

1. Contractor reserves all intellectual property rights of products in relation of the intellect it uses or has used within the framework of the execution of the agreement, the copyrights or other intellectual property rights to which it holds or can exercise any legal rights.
2. Contractor is explicitly forbidden to provide third parties with, to copy, to publish or to exploit the aforementioned products, amongst which but not expressly limited to belong computer programs, system designs, methods of work, advices, (model) contracts and other intellectual products whether or not with including third parties.
3. Client is not allowed to provide third parties with expedients of these products, other than to inquire a professional judgment on the work of contractor.

9. Force majeure

1. Should contractor not be able to, fully, partially or adequately fulfil his obligations due to a cause for which contractor is not accountable, such as but not expressly limited to illness of contractor, mechanical failures in computer networks or other stagnation in the usual progress of his enterprise, the obligations will be suspended until contractor is yet able to fulfil his obligations in the agreed way without contractor neglecting concerning the fulfilment of these obligations and without any obligation to any indemnification.
2. Client is entitled in case of circumstances as mentioned in paragraph 1 of this article, to fully or partially and immediately terminate the contract in writing.

10. Fee

1. All fees and cost-expectations are exclusive of value added tax and other government levies, if any.
2. Contractor's fee does not depend on the effect of performed work. Contractor's fee can be based on a previously fixed fee per agreement and/or based on rates per time unit. If a previously fixed fee per agreement is agreed, contractor is entitled to charge a rate per worked time unit in addition, if and when the work exceeds the work foreseen in the contract, which fee the client is then due.
3. Each time on contractor's request within reason, client is bound to transfer a, by contractor reasonably determined, advance payment to contractor.
4. Contractor's fees will be charged periodically when the work's duration is more than three months.
5. If client and contractor agree upon a fixed fee or hourly rate, contractor is nevertheless entitled to increase this fee or rate.
6. Furthermore, contractor is entitled to calculate a rate increase when rates concerning e.g. wages are increased between the moment of tender and delivery.
7. Whenever contractor has requested a reasonable advance payment, contractor is entitled to suspend the execution of the work until client has paid or has given security for the requested advance payment.
8. Contractor's fee will be charged to client per month, per quarter, per year or after completion of the work including VAT (Value Added Tax), possibly in addition with advance payments of included third parties' fees.
9. Moreover contractor is entitled to increase the fee if and when it appears that, during the execution of the work, the originally amount of work agreed upon or the previously expected amount of work upon concluding the contract was calculated insufficiently to such a degree, which contractor is not accountable for, that in all reason contractor cannot be expected to perform the agreed work against the agreed fee. Contractor will then notify client of his intention to increase the fee or rate. Contractor will state the amount with which and the date on which the increase shall apply.

11. Payment

1. The client is required to pay the charged fee without any deduction, discount or debt settlement no later than 14 days after the invoice date denominated in Dutch currency. Payments must be made directly at the office of the contractor or by means of money transfer to a bank account designated by the contractor
2. If client has not paid within the aforementioned term or within a deviating time frame agreed upon in writing, client is upon expiration of this term immediately in state of neglect. As of expiration term client will be indebted to pay the legal interest concerning the charged fee without contractor having to summon client or having to send a notice of default until client has fully settled the indebted fee, unabated any other claims contractor might have.
3. Client's accounts are immediately payable to contractor in case of client's liquidation, bankruptcy, or suspension of payment.
4. In case of a jointly commissioned assignment clients are severally liable for the charged fee, in so far as the work has been performed for joint clients.

12. Recovery costs

1. If client neglects to comply with his Financial obligations, client will be accountable for all reasonable extrajudicial costs of recovery. If client defaults a payment, client forfeits an immediately a sum withdrawably on demand of 15% of the sum due, with a minimum of € 50,-.
2. Next to recovery costs contractor can also charge separately administration costs, payable immediately.
3. All reasonable costs necessary for contractor to collect an amount due will be compensated by client.
4. All reasonable judicial costs and costs of distress are payable by client.
5. Client is accountable for interest on recovery costs.

13. Complaints

1. The contractor must be notified in writing of complaints or the discovery of the shortcoming relating to the work carried out and/or the invoiced amount within 8 days after the dispatch of the documents or information in respect of which the client is filing a complaint or within 14 days after the work has been finished. The writing must contain a detailed description of the complaint or shortcoming in order to make an accurate reaction of contractor possible.
2. If and when a legitimate complaint is filed, the contractor will rectify the work according to the standards agreed upon in the contract. This, unless the client can prove that further activities will be of no value due to passing of time. The client has to file this complaint in writing.
3. If it is no longer possible or meaningful to execute the yet performable work, contractor will only be liable within the boundaries of article 14.

14. Liability

1. Contractor will perform the work at best capability and will comply with reasonable care which can be expected of a professional. Contractor is not liable to pay any damages for any errors in case client has provided contractor with inaccurate or insufficient information as a result of which the error incurred. If client proves he suffered damages as a result of an error by contractor that could have been avoided with conscientious actions, contractor is liable for damages only for an amount up to three times the charged fee of the latest calendar year, unless contractor can be accused of affirmative negligence or with criminal intent.
2. Contractor is never bound to pay indirect damages to client, such as but not restricted to the stagnation of the usual course of affairs of clients enterprise which is the result of or is otherwise linked with an error in the execution of work by contractor, except contractor can be accused of affirmative negligence or with criminal intent.
3. Contractor is always, if and as far as possible, entitled to reverse or limit client's damages by rectifying or improving the poor execution of performed work.
4. Contractor is not liable for damaging or loss of any documents by transport or mail, irrespective if the shipment or transport is ordered on behalf of client, contractor or third parties.
5. Contractor is not liable for any damages, theft or loss of client's documents in case of fire, theft or natural disaster at contractor's office as a result of which client's documents are damaged, lost or expropriated.
6. Contractor is safeguarded by client against all claims of third parties that directly or indirectly relate to the contract. Specifically, contractor is safeguarded by client against claims of third parties due to damages caused by inaccurate or insufficient information provided by client, unless contractor can be accused of affirmative negligence or with criminal intent.
7. Contractor is safeguarded by client against all possible claims of third parties in case contractor is forced to cancel the contract base don law and/or professional code of conduct and/or if contractor is forced to cooperate with governmental institutions which are entitled to request information, whether demanded or unsolicited, that contractor has received from client or third parties executing the contract or work.

15. Termination of contract

1. Client and contractor can terminate the contract immediately at all times.
2. Termination must be announced in writing.
3. If and in so far as contractor terminates the contract, contractor is bound to inform client with a statement of reasons based upon which contractor terminates the contract and to take all required actions based on circumstances in client's interests.
4. If client terminates the contract, contractor reserves the right to claim the charged fee for performed work and to compensation of expenses that are not included in aforementioned fee, next to compensation of any damages contractor suffers verifiably related to the termination.

16. The right to suspend further execution of the contract

Contractor explicitly keeps the right to suspend all obligations originating from the contract, under which are: handing over documents, goods and other carriers of information to client or third parties, until client has fulfilled all due payments.

17. Applicable law and jurisdiction

1. All contracts between the client and the contractor are governed by the laws of the Netherlands.
2. All disputes between the client and the contractor regarding contracts and work on which these general conditions are applicable will be referred to the competent district court of Rotterdam.

18. Partial rejection of the general conditions

In case of a partly rejection of these general conditions by the court of law, the remaining terms of these general conditions will be valid on the whole content of the relation between client and contractor.