

## General terms and conditions Jan Vaessen Facilitation

### Definitions

In these general terms and conditions the following terms shall have the following meanings, unless expressly indicated otherwise:

Contracting Party	: Jan Vaessen Facilitation.
Commissioning Party	: The counterparty of the Contracting Party.
Agreement(s)	: The activities to be performed by the Contracting Party and to be agreed on by the Commissioning Party and the Contracting Party, and the terms and conditions under which these activities should be performed.
Items	: All goods, including documents or data carriers, made available by the Commissioning Party to the Contracting Party, and all goods produced by the Contracting Party for the purposes of performing the Agreement, including documents or data carriers.
Facilitated Meeting	: A meeting arranged by the Contracting Party at a time and place agreed by the Commissioning Party and the Contracting Party.

### Article 1 Applicability

1. These terms and conditions shall apply to all offers, quotations, activities, assignments, agreements and negotiations irrespective of whether these result in an Agreement between Jan Vaessen Facilitation (“the Contracting Party”) and a third party (“the Commissioning Party”) or its legal successors, unless otherwise agreed in writing. The general terms and conditions shall apply only if accepted, and confirmed in writing, by the Commissioning Party.
2. These terms and conditions shall also apply to all agreements with the Contracting Party where performance requires the services of third parties.
3. The applicability of any possible purchasing or other conditions of the Commissioning Party is explicitly excluded.
4. If one or more provisions in these general terms and conditions are or are declared null and void, the other provisions of these general terms and conditions shall remain fully applicable. In such case, the Contracting Party and the Commissioning Party shall enter into negotiations to agree upon new provisions to replace the null and void provisions or, as the case may be, the provisions declared null and void, whereby the purport and meaning of the original provisions shall be heeded as far as possible.
5. Changes and additions made by the Contracting Party to these general terms and conditions will become binding on the Commissioning Party one month after being notified to the Commissioning Party.

## **Article 2 Project proposals and quotations**

1. Quotations from the Contracting Party shall be based on the information provided by the Commissioning Party. The Commissioning Party shall ensure, to the best of its knowledge, that it provides the essential information for structuring, performing and completing the Agreement.
2. All offers and quotations made by the Contracting Party shall be free of obligation. Quotations shall be valid for a period of thirty (30) days, unless they specify a period for acceptance. The Contracting Party shall be bound by the quotations only if acceptance thereof is confirmed in writing by the Commissioning Party within thirty (30) days, unless stated otherwise. If an offer subject to contract is accepted by the Commissioning Party, the Contracting Party shall have the right to withdraw the offer within two (2) working days of receiving the acceptance.
3. Prices in such offers and quotations shall be exclusive of VAT and other government levies, as well as any costs incurred in the context of this Agreement, including shipment and administration costs, unless explicitly stated otherwise.
4. The Contracting Party shall specify the prices of Facilitated Meetings in the quotation.
5. If the acceptance deviates (on secondary matters) from the offer given, the Contracting Party shall not be bound by it. In such event, the Agreement shall not be entered into in accordance with the said deviating acceptance, unless the Contracting Party specifies otherwise.
6. In the event of a compound quotation the Contracting Party shall not be obliged to perform part of the Agreement in return for a corresponding share of the stated price.
7. Offers or quotations shall not automatically apply to future assignments.

## **Article 3 Performance of services and provision of information and cooperation**

1. The Contracting Party shall perform the Agreement to the best of its understanding, ability and expertise. The Contracting Party undertakes to make every effort to perform the obligations and provide the agreed quality within the agreed time. The Contracting Party shall be obliged to perform to the best of its ability rather than obliged to achieve a result under the Agreement entered into with the Commissioning Party.
2. If the term agreed upon is exceeded, for whatever reason, the Commissioning Party shall never have the right to dissolve the Agreement or to claim compensation for damage or loss.
3. If it is agreed that the Agreement will be performed in phases, the Contracting Party may suspend performance of the components relating to the next phase until the Commissioning Party has approved the results of the preceding phase in writing.
4. The Commissioning Party shall ensure the timely provision to the Contracting Party of all information that the Contracting Party may specify to be necessary or which the Commissioning Party may reasonably be expected to understand to be necessary for performance of the Agreement. The Commissioning Party shall ensure that this information is correct and complete.

5. If information required for performance of the Agreement is not provided to the Contracting Party in good time, the Contracting Party shall have the right to suspend performance of the Agreement and/or to charge to the Commissioning Party any extra costs arising due to the delay at the usual rates. If and to the extent that the Commissioning Party so requests, the Items provided will be returned to the Commissioning Party.

#### **Article 4 Changes to the Agreement**

1. Parties shall in good time enter into negotiations to amend the relevant parts of the Agreement if, during performance of the Agreement, it becomes apparent that certain circumstances obstruct or may obstruct proper performance of the Agreement.
2. The Commissioning Party accepts that the timeframe of the Agreement may be affected if the parties subsequently decide to amend the strategy, working procedure or scope of Agreements and the resultant activities.
3. If actions of the Commissioning Party result in subsequent amendments during performance of the Agreement or amendments or extensions prove necessary for proper performance of the Agreement, the Contracting Party and the Commissioning Party shall cooperate to amend the Agreement. The Agreement shall then be performed only after the Contracting Party has given written consent.
4. If the amendment of the Agreement leads to additional work, the Contracting Party shall be entitled to charge the extra costs involved to the Commissioning Party.
5. The Contracting Party shall not charge any additional costs if the amendment or additions to the Agreements are the result of circumstances attributable to the Contracting Party.
6. If, during the Agreement, activities are carried out for the benefit of the profession or business of the Commissioning Party and are not within the context of the activities agreed upon in the confirmation of the assignment, these activities shall be deemed, based on the related notes and documents in the records of the Contracting Party, to be performed under an ad hoc Agreement with the Commissioning Party. These notes and documents should relate to interim consultations between the Commissioning Party and the Contracting Party.
7. If amendments to the Agreement result in amendment of the date of a Facilitated Meeting, the following amendment costs shall apply: in the event of any amendments agreed more than four (4) weeks before the starting date of the Facilitated Meeting, no amendments costs will be payable; in the event of amendments agreed two (2) to four (4) weeks before the starting date of the Facilitated Meeting, amendment costs of 15% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of amendments agreed one (1) to two (2) weeks before the starting date of the Facilitated Meeting, amendment costs of 30% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of amendments agreed less than one (1) week before the starting date of the Facilitated Meeting, amendment costs of 60% of the price for the Facilitated Meeting as specified in the quotation will be payable.

8. If amendments to the Agreement result in cancellation of a Facilitated Meeting, the following cancellation costs shall apply: in the event of any amendments agreed more than four (4) weeks before the starting date of the Facilitated Meeting, no cancellation costs will be payable; in the event of amendments agreed two (2) to four (4) weeks before the starting date of the Facilitated Meeting, cancellation costs of 25% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of amendments agreed one (1) to two (2) weeks before the starting date of the Facilitated Meeting, cancellation costs of 50% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of amendments agreed less than one (1) week before the starting date of the Facilitated Meeting, cancellation costs of 100% of the price for the Facilitated Meeting as specified in the quotation will be payable.

#### **Article 5 Engagement of third parties**

1. If proper performance of the Agreement so requires, the Contracting Party shall have the right to engage third parties to perform all or part of the Agreement, without giving notice to the Commissioning Party.
2. The Commissioning Party shall only enter into an agreement with third parties it wishes to involve in performance of the Agreement after consultation with the Contracting Party.
3. The Contracting Party shall assume no liability whatsoever for activities performed by a third party under an agreement between that third party and the Commissioning Party.
4. Without prior consent of the Contracting Party, the Commissioning Party shall not give direct orders to any party acting in the name of the Contracting Party, unless these orders are given to protect the safety of the Commissioning Party, its personnel or its property.
5. If, within the context of the Agreement, the Contracting Party or third parties engaged by the Contracting Party perform activities at the location of the Commissioning Party or a location designated by the Commissioning Party, the Commissioning Party shall provide all facilities desired (within reason) by those employees free of charge.

#### **Article 6 Liability**

1. The Contracting Party shall not be liable for damage, in any shape or form, if the Commissioning Party provides the Contracting Party with incorrect and/or incomplete information, unless the Contracting Party should have been aware of this inaccuracy or incompleteness.
2. The Contracting Party shall not be liable for any damage that the Commissioning Party and/or third parties may suffer as a result of the Commissioning Party's and/or third parties' use and/or performance of services provided by the Contracting Party. Under no circumstances may compensation be claimed for damage resulting from loss of income on the part of the Commissioning Party (in whatever way this was caused) or for indirect or consequential damage. To the extent necessary, the Commissioning Party shall indemnify the Contracting Party against any possible claims by third parties.

3. Except in the case of intent or gross negligence on the part of the Contracting Party, the Commissioning Party shall indemnify the Contracting Party, its employees and/or third parties engaged by the Contracting Party against all claims, for whatever reason, by third parties for damage, interest and costs caused by or in relation to performance of the assignment.
4. The Contracting Party shall not be held liable for a sum amounting to more than twice the sum of the assignment, as far as that sum was agreed in writing.
5. Contrary to the provisions of the above subsection of this article, liability shall be limited to the part of the fee payable for the last three months if the term of the Agreement is longer than three months.
6. The Contracting Party shall not be liable for damage or destruction of Items during transport or dispatch by mail, regardless of whether the transport or dispatch is done by or on behalf of the Commissioning Party, the Contracting Party or third parties.
7. If the Contracting Party is liable for direct damage, such liability shall never exceed the sum of the account. Liability will never exceed the sum of the amount to be paid out by the Contracting Party's insurer if such an occasion arises.

#### **Article 7 Confidentiality**

1. Both parties shall maintain secrecy about all confidential information that they may obtain within the framework of the Agreement, whether from each other or from another source. Information shall be regarded as confidential if this is notified as such by the other party or if this follows from the nature of the information.
2. If desired, the Commissioning Party can request the Contracting Party to sign a declaration of confidentiality, which request the Contracting Party shall comply with within the framework of the Agreement.
3. If, under a statutory provision or judicial decision, the Contracting Party is required to provide confidential information to third parties designated by law or by a court and the Contracting Party cannot for that purpose invoke a legal right or a right acknowledged or allowed by the competent court to refuse to provide such information, the Contracting Party shall not be obliged to pay compensation or compensate loss and the other party shall not be entitled to demand dissolution of the Agreement on the grounds of any loss suffered as a result of the said circumstance.

#### **Article 8 Property rights, protection of services delivered and intellectual property**

1. The Contracting Party reserves the right to offer its services to any Commissioning Party it accepts and to freely perform all relating activities, without any Commissioning Party claiming the exclusive right to the services received or the activities performed on its behalf, unless this exclusive right is expressly agreed in writing.
2. The Contracting Party reserves the right to use knowledge gained from performance of the activities for other purposes, providing no confidential information becomes known to third parties in this way.

3. The responsibilities arising from this article shall also extend to parties whose services are used by the Contracting Party for performance of the Agreement, unless agreed otherwise in the particular case and notified to the Commissioning Party.
4. The Contracting Party shall retain title to and copyright on all Items provided by the Contracting Party in relation to the services provided, including presentations, reports, advice, agreements, team plays, exercises, designs, agendas, plans, sketches, drawings, films, sound tracks, software and electronic or other files. The Items shall be used solely by the Commissioning Party within the context of the Agreement and must not be reproduced, made public or brought to the notice of third parties by the Commissioning Party without the Contracting Party's prior consent, unless the nature of the Items provided dictates otherwise. Unless otherwise agreed, the Commissioning Party may use results within the business activities of its own enterprise or organisation. Publication of these results shall be allowed if and insofar as there is reason to do so and if and insofar as the results are published in their entirety and state the name and have the approval of the Contracting Party as the producer of these results.
5. The Contracting Party reserves the right not to publish information relating to the Agreement until the Commissioning Party has been notified of this intention and the contents of the information in writing. Publishing any information that could directly be traced to the Commissioning Party shall be possible only if permission to do so is expressly granted.
6. Without prejudice to the other provisions of these general terms and conditions, the Contracting Party reserves the rights and powers to which it is entitled under the Dutch Copyright Act [Auteurswet].
7. Models, methods and instruments developed and/or used by the Contracting Party in performance of the assignment shall be and remain the property of the Contracting Party. Publication or other forms of disseminating information on these matters shall be allowed only with the written consent of the Contracting Party.
8. The Commissioning Party shall not use the output of the Contracting Party's activities until it has met its obligations to the Contracting Party in respect of those activities.

#### **Article 9 Retention of title**

1. Products delivered by the Contracting Party and covered by the retention of title may be sold only as part of normal business activities and must never be used as a means of payment, and shall remain the Contracting Party's property for as long as the retention of title continues.
2. If the Contracting Party wishes to exercise its ownership rights as referred to in this article, the Commissioning Party shall give the Contracting Party or third parties designated by the Contracting Party unconditional and irrevocable permission, both now and for the future, to access all sites and locations where the Contracting Party's property may be found and to take these products back.
3. The Commissioning Party shall not pledge or encumber in any way products falling under the retention of title.

4. If third parties seize products delivered subject to retention of title or try to establish or enforce rights on those products, the Commissioning Party shall notify the Contracting Party as soon as could reasonably be expected.
5. The risk of loss of or damage to products being the subject of the Agreement shall be transferred to the Commissioning Party as soon as the said products have de jure and/or de facto been supplied to the Commissioning Party and therefore fall under the power of the Commissioning Party or third parties designated by the Commissioning Party.
6. The Commissioning Party shall insure and keep insured products delivered subject to retention of title against damage caused by fire, explosion and water, as well as against theft, and shall make this insurance policy available for inspection on demand.
7. Divergence from the provisions of this article shall be permitted only if stated in writing.

#### **Article 10 Fees**

1. The parties may agree a fixed fee at the time of entering into the Agreement
2. If no fixed fee is agreed, the fee will be determined on the basis of the hours actually worked. Fees will be calculated according to the conventional hourly rates of the Contracting Party for the period during which the activities are performed, unless a different hourly rate is agreed. A different hourly rate shall apply to Facilitated Meetings.
3. Fees will be charged periodically in the case of assignments with a performance time of more than three (3) months.
4. Fees and possible cost estimates will be stated exclusive of VAT.
5. The Contracting Party's rates shall include administrative charges and telephone expenses in the Netherlands. Travel and accommodation expenses shall be invoiced as agreed in the quotation.
6. In the case of all quotations, only the actual time spent will be invoiced. If it becomes evident that the amount stated in the quotation is likely to be exceeded by more than 5%, invoicing will occur after consultation with the Commissioning Party.
7. Even if the Contracting Party agrees a fixed fee or hourly rate with the Commissioning Party, the Contracting Party is nevertheless entitled to increase the fee or rate. The Contracting Party shall notify the Commissioning Party in writing of its intention to increase the rates. The Contracting Party shall specify the extent of the increase and the date on which the increased rates shall take effect.
8. The Contracting Party shall also be allowed to pass on price increases if the costs of, for example, wages and salaries change significantly between the time of the offer being made and the time of the Agreement being performed.

9. Furthermore, the Contracting Party may increase its fees if it becomes clear during performance of the Agreement that the volume of work initially agreed or expected at the time of signing the Agreement was underestimated to such a degree, and this through no fault of the Contracting Party, that the Contracting Party cannot reasonably be expected to perform the agreed activities for the fee initially agreed. In such case the Contracting Party shall notify the Commissioning Party of its intention to increase the fees or rates. The Contracting Party shall specify the extent of the increase and the date on which the increased rates shall take effect.
10. If the Commissioning Party does not wish to accept the increased rates notified to it by the Contracting Party, the Commissioning Party shall have the right to give written notice to terminate the Agreement within two weeks of the said notification or to cancel the Agreement with effect from the date on which the Contracting Party states that the adjusted rates will take effect.

#### **Article 11 Travel and logistics**

1. The Commissioning Party shall pay for and arrange flights, hotels, transportation and meals on behalf of the Contracting Party, insofar as this is necessary for performance of the assignment.
2. Transport shall be arranged from the previous location of the Contracting Party to the location of the activities to be performed, and from the location of the activities to be performed to the next location of the Contracting Party. The term „location of the Contracting Party” shall mean the place of residence of the Contracting Party or the location of the activities of the Contracting Party (performed for the Commissioning Party or third parties) if these activities immediately precede or follow the activities for which the transport was arranged.
3. A seat in Business Class shall be arranged for flights longer than three (3) hours. All transport and flights shall be arranged at a rate that will allow alterations and cancellations free of charge, unless the Commissioning Party indicates in writing that it will accept the costs of alterations and cancellations in all cases. This shall also include all alterations or cancellations initiated by the Contracting Party.
4. If the location of the agreed activities is more than one (1) hour from the location of the Contracting Party, hotel accommodation shall be arranged from the night preceding the activities until the morning following the activities. If the location of the agreed activities is more than three (3) time zones from the location of the Contracting Party, hotel accommodation shall be arranged from two nights preceding the activities until the morning following the activities.
5. A single room shall be arranged for overnight stays.
6. Of the costs invoiced by hotels, the following shall be reimbursed by the Commissioning Party: accommodation, tax on accommodation, meals at the hotel (restaurant or room service) and internet access. If the overnight stay is outside the Netherlands, the following costs shall also be reimbursed by the Commissioning Party: telephone charges, mineral water and laundry services.
7. The Commissioning Party shall pay for and arrange meeting facilities such as meeting rooms, LCD projectors, flip charts, office supplies and so on in accordance with the instructions of the Contracting Party.



8. If the Contracting Party has to pay for any of the above costs, the Contracting Party shall send a specified invoice for these costs to the Commissioning Party as soon as possible. The Commissioning Party shall provide a cost centre/order number to which the costs can be allocated by the Contracting Party, if necessary.

#### **Article 12 Payment and conclusion of assignment**

1. Payment must be made within thirty (30) days of the date of invoice, unless otherwise agreed by the Commissioning Party and the Contracting Party. Contestation of invoices shall not suspend the obligation to make payment.
2. The Agreement shall be concluded financially once payment has been approved by the Commissioning Party. The Commissioning Party shall inform the Contracting Party to this effect within 30 days of the date of invoice. If the Commissioning Party does not respond within that period of time, the payment will be deemed to be approved.
3. The Contracting Party shall remain the owner of all products entrusted to the Commissioning Party until they are paid for by the Commissioning Party.

#### **Article 13 Default**

1. After the due date the Commissioning Party shall be deemed to be in default by operation of law and all claims the Contracting Party shall have on the Commissioning Party, of whatever nature, shall become immediately due and payable. The Commissioning Party shall be liable, without any further notice of default being required, for interest at the Dutch statutory interest rate per month or part of a month on all amounts not paid by the due date for payment, from that day until the day on which payment is received in full.
2. Reminders, demands for payment and warnings resulting from the Commissioning Party's default will be charged at a rate of €100.00 for each occasion. The Contracting Party shall be entitled to charge these costs to the Commissioning Party in order to cover the administrative costs incurred by the Contracting Party as a result of the default.
3. The Contracting Party shall also be entitled to charge to the Commissioning Party extrajudicial collection costs of 15% of the outstanding amount(s), with a minimum of €250, as well as the actual judicial collection costs reasonably incurred.
4. If the payment default continues for more than one (1) month, the Contracting Party may suspend performance of the Agreement until payment has been received in full.
5. The Contracting Party's claims against the Commissioning Party shall become immediately due and payable if the Commissioning Party is wound up, declared insolvent or bankrupt or its assets are attached or suspension of payment is granted.

6. The Contracting Party shall be entitled to apply payments made by the Commissioning Party firstly against costs, secondly against overdue interest and lastly against the principal sum and current interest. The Contracting Party shall have the right, without this leading to default on the part of the Contracting Party, to refuse an offer for payment if the Commissioning Party designates a different sequence of application. The Contracting Party shall be entitled to refuse full payment of the principal sum if the said payment does not include overdue interest, current interest and costs.
7. If the Commissioning Party fails to fulfil its obligations as they fall due, all costs, whether extrajudicial or otherwise, incurred in order to collect amounts due shall be borne by the Commissioning Party.

#### **Article 14 Suspension and dissolution**

1. The Agreement shall be entered into for a specific period of time, unless the nature of the Agreement indicates differently or the parties expressly agree otherwise in writing. Both parties shall have the right to terminate the Agreement, whether prematurely or otherwise, in writing at any time, providing they state their reasons for doing so and duly observe the agreed notice period.
2. The Contracting Party may suspend fulfilment of the obligations or dissolve the Agreement if:
  - the Commissioning Party does not fulfil or does not wholly fulfil its obligations under the Agreement;
  - after signing the Agreement, the Contracting Party learns of circumstances giving good grounds for fearing that the Commissioning Party will not fulfil its obligations. If good grounds exist to fear that the Commissioning Party shall only partially or improperly fulfil its obligations, suspension shall be allowed only insofar as the shortcoming justifies such action;
  - circumstances arise of such nature that fulfilment of the obligations becomes impossible or can no longer be reasonably and fairly demanded, or if other circumstances arise of such nature that continuation of the Agreement can no longer be reasonably demanded;
  - the Commissioning Party was asked at the time of signing the Agreement to provide security to guarantee fulfilment of its obligations under the Agreement and this security is not provided or is insufficient.
3. In the event of premature termination of the Agreement, one (1) month's notice shall be given for assignments with a duration of two (2) months or longer. Two (2) weeks' notice shall be given for assignments with a duration of less than two (2) months, while one (1) week's notice shall be given for assignments with a duration of less than one (1) month.
4. Without further notice of default or judicial intervention being required the Contracting Party may choose to:
  - suspend performance of the Agreement until it believes that payment is sufficiently secure, and/or
  - dissolve with retroactive effect, by giving written notification, each of its Agreements with the Commissioning Party without any liability to pay compensation and without prejudice to its rights under any Agreement with the Commissioning Party.
5. If the Agreement is dissolved, the Contracting Party's claims against the Commissioning Party shall become immediately due and payable. If the Contracting Party suspends fulfilment of its obligations, it shall retain its rights under law and the Agreement.

6. If the Agreement is terminated prematurely by the Commissioning Party, the Contracting Party shall, if so requested and in liaison with the Commissioning Party, arrange for the activities still to be performed to be transferred to third parties. If the transfer of activities still to be performed results in extra costs being incurred by the Contracting Party, these costs shall be charged to the Commissioning Party.
7. The Contracting Party shall always retain the right to claim compensation.
8. If the Agreement is terminated prematurely, whether by the Commissioning Party or the Contracting Party, the Commissioning Party will be liable to pay the Contracting Party for the activities performed until the time of the termination and the costs made in connection with performing the Agreement until the time of the termination, including costs relating to obligations that the Contracting Party entered into with third parties in connection with performance of the Agreement. The Contracting Party may also claim compensation from the Commissioning Party based on the average amount charged by the Contracting Party to the Commissioning Party up until then, for the period from cancellation until the end of the Agreement.
9. The Commissioning Party shall compensate the Contracting Party for all costs and damage suffered as a result of the premature termination of the assignment, if and insofar as the reason for the premature termination is not attributable to the Contracting Party. The following cancellation costs shall apply if a Facilitated Meeting is cancelled: in the event of termination of the Agreement more than four (4) weeks before the starting date of the Facilitated Meeting, no cancellation costs will be payable; in the event of termination of the Agreement two (2) to four (4) weeks before the starting date of the Facilitated Meeting, cancellation costs of 25% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of termination of the Agreement one (1) to two (2) weeks before the starting date of the Facilitated Meeting, cancellation costs of 50% of the price for the Facilitated Meeting as specified in the quotation will be payable; in the event of termination of the Agreement less than one (1) week before the starting date of the Facilitated Meeting, cancellation costs of 100% of the price for the Facilitated Meeting as specified in the quotation will be payable. Any costs resulting from the cancellation of flights or transport shall at all times be paid by the Commissioning Party, even if the cause of the premature termination is attributable to the Contracting Party.
10. Either party may terminate the Agreement without due observance of a notice period if:
  - the other party applies for suspension of payment;
  - a petition for the other party's bankruptcy or insolvency is filed, or
  - the other party violates a provision of the Agreement and fails to remedy that violation within fourteen (14) days of being instructed to do so.
11. In the event of termination under the provisions of this article the Commissioning Party and the Contracting Party shall both be obliged to fulfil their obligations in full until the date of termination.
12. If the term for performance is exceeded, the Commissioning Party shall give written notice of default to the Contracting Party.
13. If a deadline for performing certain activities within the duration of the Agreement is agreed, such shall never be a final deadline.

#### **Article 15 Return of products made available to the Commissioning Party**

1. If the Contracting Party makes products available to the Commissioning Party during and in connection with performance of the Agreement, the Commissioning Party shall return the supplied products within fourteen (14) days in their original state, free of defects and in their entirety, if so requested by the Commissioning Party. If the Commissioning Party fails to fulfil this obligation, all resultant costs shall be borne by the Commissioning Party.
2. If, for any reason whatsoever, the Commissioning Party continues to fail to perform the obligation referred to in subsection 1. above, after being instructed to do so, the Contracting Party shall be entitled to recover the resultant losses and costs, including replacement costs, from the Commissioning Party.

#### **Article 16 Force majeure**

1. Parties shall be released of their duty to fulfil an obligation if they are prevented from doing so through no fault of their own and by circumstances that cannot be attributed to them by virtue of law, a legal act or generally accepted practice.
2. In addition to the provisions of the law and case law in this respect, force majeure shall in these general terms and conditions also be deemed to include any external circumstance, whether foreseen or otherwise, on which the Contracting Party cannot have any influence, but which prevents the Contracting Party from fulfilling its obligations. Industrial action at the Contracting Party's business shall also constitute force majeure.
3. The Contracting Party shall also be entitled to invoke force majeure if the circumstance rendering fulfilment or further fulfilment of the obligation(s) impossible commences after the date on which the Contracting Party should have fulfilled its obligation(s).
4. The parties shall be entitled to suspend fulfilment of their obligations throughout the duration of the force majeure. If this period lasts for more than two (2) months, either party shall be entitled to dissolve the Agreement without any obligation to compensate the other party.
5. Insofar as the Contracting Party has already partially fulfilled or shall be able to fulfil its obligations under the Agreement at the time the force majeure commences and insofar as separate value can be attributed to the part already or still to be fulfilled, the Contracting Party shall be entitled to issue a separate invoice for the part already or still to be fulfilled. The Commissioning Party shall pay this invoice as if it related to a separate Agreement.
6. The parties shall inform each other as soon as possible and in as much detail as possible of any actual or possible force majeure.

#### **Article 17 Indemnification**

1. The Commissioning Party shall indemnify the Contracting Party against claims by third parties in respect of intellectual property rights on material or data provided by the Commissioning Party and to be used for and during performance of the Agreement.
2. The Commissioning Party shall guarantee that any data carriers, electronic files, software and so on provided to the Contracting Party shall be free of viruses and defects.

#### **Article 18 Inspection and complaints**

1. Within two (2) weeks of the invoice and no later than three (3) weeks after completion of the activities concerned the Commissioning Party must notify the Contracting Party in writing of any complaints about activities performed. The notification must give as detailed a description as possible of the shortcoming so that the Contracting Party is in a position to respond adequately.
2. If a complaint proves to be well-founded, the Contracting Party shall subsequently perform the agreed activities, unless such has since become demonstrably useless for the Commissioning Party. The Commissioning Party must give notification of this in writing.
3. If it is no longer possible or useful to subsequently perform the agreed activities, the Contracting Party shall only be liable within the limits of the arrangements for financial settlement stated in these general terms and conditions.

#### **Article 19 Transfer of risk**

1. The risk of loss of or damage to the products being the subject of the Agreement shall be transferred to the Commissioning Party as soon as the said products are de jure and/or de facto delivered to the Commissioning Party and therefore fall under the power of the Commissioning Party or third parties designated by the Commissioning Party.

#### **Article 20 Applicable law and validity**

1. The court in the Contracting Party's place of business shall have exclusive jurisdiction to hear disputes, unless the District Court is the competent court. The Contracting Party shall nevertheless be entitled to submit the dispute to the court deemed competent by law.
2. Dutch law shall apply to each and every Agreement between the Contracting Party and the Commissioning Party, even if the Commissioning Party is resident or established outside the Netherlands.
3. The parties shall seek recourse to a court only if they have done their utmost to resolve the dispute by mutual agreement.
4. Dutch law shall apply to the Agreement between the Contracting Party and the Commissioning Party.

5. The Dutch version of these general terms and conditions shall prevail at all times in the event of any disputes regarding the interpretation and purport of these terms and conditions.
6. The most recently filed version shall always apply, or, as the case may be, the version valid at the time of the Agreement being entered into.
7. If these general terms and conditions are amended during the term of the Agreement, the new terms and conditions will be sent to the Commissioning Party, which will be requested to confirm acceptance by signing the new terms and conditions.

Schiedam, 3 October 2010