

General terms and conditions of Kwik Gielen Management Consultants BV located in Drunen.

1. General

These general terms and conditions are applicable to all offers by Kwik Gielen Management Consultants B.V., hereafter "commissionee", as to all legal relationships which are created when a natural person or legal entity, hereafter "client", gives commissionee the assignment to carry out work and/or render services, unless explicitly agreed upon otherwise in writing. General (purchasing) terms and conditions used by client are explicitly not applicable.

2. Offers and formation of the agreement

2.1 All offers and price indications are without obligations.

2.2 An assignment is presumed to be in effect when the assignment is accepted by client orally or in writing.

2.3 Changes of, and amendments to an existing agreement are only binding and in effect after these changes and/or amendments are explicitly accepted by commissionee in writing.

3. Carrying out assignment

3.1 Commissionee will look after clients best interests.

3.2 Client has the obligation to cooperate in due time and provide commissionee with all information that commissionee deems necessary or useful to fulfill its duties properly.

3.3 Commissionee is entitled to let a third party render all or partial assigned duties. Commissionee will notify client in due time about this.

3.4 Commissionee is entitled to charge the costs of additional work to client that deems necessary to execute the agreement properly, regardless of whom executes the additional work, commissionee or a third party. If additional work deems necessary, commissionee will notify client in writing about the nature of the additional work and the subsequently costs.

3.5 Parties are obliged to consult together as often as one of the parties deems necessary for a proper execution of the agreement.

3.6 Commissionee will render all services regarding consulting and advice to the best of its knowledge and ability, and will do so in a professional manner. Since the intended result cannot be guaranteed, this obligation is an obligation to perform to the best of commissionee's ability (in Dutch: "in-spanningsverplichting").

4. Premature termination

4.1 Every party has the right to unilaterally terminate the agreement (prematurely) by writing a notification stating the reasons for termination, sent by registered mail to the other party.

4.2 Parties are not liable for each other damages caused by a termination as mentioned above.

4.3 If a party terminates the agreement, entirely or partially, the client is obliged to compensate all costs incurred by commissionee and pay the fees in conjunction with the already rendered services and carried out duties.

5. Fees

5.1 Fees will be paid in accordance with the customary hourly rates, taking into account the nature, the magnitude and the importance of the duties, unless agreed upon otherwise. Commissionee will inform client properly about the applicable rates and necessary raises.

6. Contingency, force majeure and hardship

6.1 In circumstances of:

- war, revolt, flood or other disasters;
- attributable or non attributable shortcomings in delivering goods and/or rendering services by third parties;
- strikes, failures (e.g. fire, lost of data, accidents, epidemics, etc.);
- changed circumstances of such a nature that (further) fulfillment of the obligations by commissionee is becoming unreasonably onerous and cannot be reasonably expected anymore;

the client is entitled to either extend the agreed upon term of delivery, or either terminate the agreement extrajudicial, entirely or partially. In that case client is not entitled to any damages incurred by client or third parties.

6.2 If the agreement is terminated by client prematurely, as set out in 6.1, or in any other way, client is obliged to compensate the costs incurred by commissionee. Besides that, commissionee is also entitled to payment by client for services rendered so far.

7. Payment

7.1 Commissionee is always entitled to demand a down payment of client before commencing rendering services. Accepting the down payment shall not be construed as obligation for commissionee to execute the agreement entirely.

7.2 For assignments that involve carrying out duties periodically or with a certain frequency, commissionee is entitled to demand payment in installments.

7.3 Payments by client should be done within fourteen days calculated from the recorded date stated on the invoice by wire transfer to the account of commissionee, unless agreed upon otherwise. Claims for compensations will be declined by commissionee.

7.4 In case of nonpayment, the commissionee is by mere expiration of the payment term, without a notice of default, entitled to Dutch statutory interest over the outstanding sum. Moreover, the costs incurred by commissionee to get payment, judicial or extrajudicial, will be borne by client. The extrajudicial costs are at least 15% of the outstanding sum, with a minimum of € 250,-

8. Attributable shortcomings (breach of agreement)

8.1 Client will be in default, without a notice of default, if the client breaches the agreement in any way.

8.2 Without prejudicing the rights that commissionee has according to the Dutch Civil Code (in Dutch: "Burgerlijk Wetboek") commissionee is entitled in case of default of client or foreseeable shortcomings of clients obligations following out of the agreement, to suspend the execution of the agreement or terminate the agreement extrajudicial, entirely or partially. In that case client is not entitled to any damages. Termination is effected by a written statement.

8.3 In case client is declared bankrupt, or its bankruptcy is filed for, or its suspension of payments is filed for and granted, its assets are encumbered with attachments or are seized, its company is entered into liquidation, or is taken over (or is being taken over) by a third party, commissionee has the right to terminate the agreement as set out in 8.2.

9. Liability

9.1 Commissionee is only liable for damages incurred by client if these damages are directly caused by errors made by commissionee or its employees fulfilling its obligations out of the agreement, and these errors under normal circumstances, taking into account normal professionalism, care and practice of the profession, could have been avoided, without prejudicing what is set out hereafter.

9.2 The amount of damages to be paid by commissionee to client, should be determined by taking into account the severe nature of the error that is the directly the cause of the damages. In a way that the amount will be relatively lower when the error is less severe. When determining the severeness of the error, the consequences of the error should only be taken into account to the extent that the consequences should have been reasonably foreseeable by commissionee.

9.3 The total amount of damages is limited to the amount of agreed upon fees for that specific part of the assignment, or is actually is charged by commissionee for that specific part of the assignment. Commissionee is not liable for (any) direct or indirect damages incurred by third parties which are caused by the advices and/or information, whether or not given in the context of the assignment, by commissionee.

9.4 Client will indemnify and hold commissionee harmless for all claims of third parties as set out before in 9.3.

9.5 After a period of three months, to be calculated from the day the duties are terminated, the right to claim damages has lapsed.

10. Governing law

On the agreements entered into with client, only Dutch law is applicable.

11. Disputes

All disputes that will arise out of, or are connected with, agreements to which these general terms and conditions are applicable, are settled, if legally possible, by the competent court in 's-Hertogenbosch, without prejudicing the right of commissionee to submit the dispute to the competent court in the domicile of client or where it has its registered office.