

ADVANCE CONSULTING – GENERAL TERMS & CONDITIONS

Article 1: Definitions and applicability.

1. “Advance Consulting” is understood to mean Advance Consulting B.V. (limited liability firm) established and with registered office at 2A Bergstraat, Ede in these general conditions.
2. “Client” is understood to mean the natural person or legal entity on whose assignment and on whose account Advance Consulting provides services.
3. The conditions are applicable to all offers and agreements with Advance Consulting, as well as the execution thereof. Supplementary and deviating stipulations can only be a part of an agreement insofar as they are accepted expressly and in writing by Advance Consulting. General (purchasing) conditions invoked by the Client are expressly negated.
4. The conditions are valid both within and outside the Netherlands, irrespective of the residence or location of establishment of the parties involved in any agreement, irrespective of the place where the agreement was reached, or would have been executed.
5. Potential deviations from these conditions by Advance Consulting, applied/allowed at any time to the advantage of the Client, never grant the latter the right to appeal to it later or to claim the application of such a deviation as indisputable.

Article 2: Offers and agreements.

1. All quotes and price estimates are entirely free of obligation, unless expressly stated otherwise. They were executed by Advance Consulting to the best of its knowledge and based on data potentially provided on request.
2. Assignment is understood to mean: every agreement with Advance Consulting, irrespective of whether it thereby assumes executing the activities, whether by making personnel, material or space available, or undertaking any other activity in the widest sense of the word.
3. All agreements concluded with Advance Consulting either first become binding after written confirmation by Advance Consulting, or by Advance Consulting having commenced the assignment. Possible additions or changes to the abovementioned agreements are binding to Advance Consulting after and insofar as they are accepted and confirmed in writing by Advance Consulting. The Client is regarded as having accepted changes or additions to the agreements concluded with Advance Consulting unless the Client has, within 8 days after being made aware of or being able to make himself aware of the change/addition, protested against these change(s) or addition(s) in writing. The Client is considered as having been made aware of the intended change/addition the moment that Advance Consulting commences upon the activities to which the change/addition apply. Only the directors and, if applicable, those persons expressly authorised to do so by the management, can and may conclude agreements on behalf of Advance Consulting.
4. Unless expressly agreed otherwise in writing, Advance Consulting has at all times the right to have the assignment executed either entirely or partially by third parties, whereby these conditions are also applicable on behalf of these third parties, on condition for that matter that Advance Consulting authorises them in writing, retrospectively if necessary, to appeal to these conditions without this authorisation in any way giving rise to obligations from Advance Consulting.

Article 3: Liability.

1. Consultancy and the execution of the assignment occur completely at the risk and liability of the Client, also in the case of fault or negligence by or on behalf of Advance Consulting, its personnel or other staff that work for Advance Consulting or are contracted by it.
2. All damage caused by, occurring during or in any way connected to the consultancy and/or execution of the assignment, by whomsoever (including Advance Consulting’s personnel or other staff) inflicted upon who or whatever, aside from damage caused by deliberate or conscious recklessness or negligence by Advance Consulting or its personnel, are chargeable to the Client who, where necessary, safeguards Advance Consulting from claims by third parties.
3. This exclusion of the liability of Advance Consulting and the thereby corresponding indemnification of the Client are general and also applicable to Advance Consulting’s personnel and staff who are active under the management of Advance Consulting during consultancy and/or the execution of the assignment, as well as to its possible advisers and such-like.
4. If Advance Consulting would be liable for damages due to any other reasons arising from the agreement, the damages owed by it will always be limited to at the most the invoiced amount (excluding VAT) for the relevant services, such to a maximum of €15,000.00.
5. An appeal to these conditions does not mean that the Client can postpone the payments due to Advance Consulting.

Article 4: Delivery time.

1. The delivery times stated in the offers, confirmations and contracts are endeavoured to be undertaken and will be respected as much as possible, but they are not binding for Advance Consulting.
2. Exceeding these times, for whatever reason, does not grant the Client the right to compensation, dissolution of an agreement or non-fulfilment of any obligation resulting from the relevant agreement or any other agreement, whether or not connected to this agreement.
3. If the delivery time is exceeded excessively, this nevertheless to the judgement of Advance Consulting, Advance Consulting will enter into further consultation with the Client.
4. When services are offered by Advance Consulting to the Client and the Client does not accept them, they will remain available to the Client for three weeks. After that period, the total amount that would be owed after purchase or fulfilment, increased by the costs and interest, can be claimed from the Client, also without the delivery of the mentioned services. The payment is then regarded as being made as compensation to Advance Consulting.
5. If the Client does not fulfil, or is late to fulfil, any of the obligations resulting from this agreement or any other connected agreement, Advance Consulting is entitled, after informing the Client of the shortcoming in writing, to – without judicial intervention – to suspend the execution, without Advance Consulting being held liable for any compensation.

Article 5: Prices and costs.

1. Advance Consulting determines an individual price or tariff for every assignment. This price or tariff is intended exclusively as the amount to be paid for the activity to be undertaken by Advance Consulting, with the related normal costs included. The price offered is based on the cost price factors, exchange rates, loans, taxes, rights, debts, freight, etc. as known at the time.

2. Thus, not included in the price or the tariff are the levies by governmental or other bodies, including fines, insurance premiums, etc.
3. Advance Consulting is entitled to demand advance payment or, where appropriate, a deposit or security (in the form of a bank guarantee).
4. Advance Consulting reserves the right to charge postage and packaging costs.

Article 6: Payment conditions.

1. Unless expressly agreed in writing to the contrary, the payment of the invoice sent by Advance Consulting must be made within 14 days of the date on the invoice, without deduction of discounts and without any form of compensation.
2. Advance Consulting is entitled to charge a late payment surcharge of a minimum of 2 %, but this must then be expressly stated in the invoice. This additional charge may be deducted from the invoiced amount, as long as the invoiced amount is paid within 14 days of the date of the invoice.
3. All payments must, without deduction or set-off, be made at the office of Advance Consulting or to a bank or post bank account assigned by Advance Consulting.
4. Discounts can only be granted after mutual consultation between Advance Consulting and the Client. Unless otherwise agreed upon in writing, these discounts are one-off. Preceding discounts cannot be appealed to for future transactions.

Article 7: Complaints.

1. Complaints, if applicable, with regard to both services provided and invoiced amounts must be delivered in writing and by registered mail to Advance Consulting within 8 days of the delivery of services or of the relevant invoices, along with a detailed report of the facts to which the complaint is related.
2. When complaints handed in do not fulfil the above, they cannot be accepted and the Client is considered to have approved the supplied service or invoice. When Advance Consulting is of the opinion that a complaint is well grounded, then it has the right to either determine in mutual consultation with the Client what the monetary amount is for compensation to be paid to the Client, or to make a new delivery whilst maintaining the existing agreement.

Article 8: Damages for late payment or non-payment.

1. If the Client does not pay within the set term, the Client is, due to the expiry of the period, guilty of negligence, without a default notice being required. For the time that the Client fails to pay the amount owed, an interest of 1% per month on the outstanding amount is due, and leaves the right of Advance Consulting to claim complete compensation in full force.
2. All legal and extra-legal costs of the collection of that owed by the Client are to be borne by the Client. The extra-legal costs are fixed at 15% of the total sum owed with a minimum of €100.00 and does not detract from the right of Advance Consulting to lay claim to the actual costs.

Article 9: Retention of title.

1. As long as the Client has not paid Advance Consulting completely with respect to the services provided by Advance Consulting, all the goods bound to the underlying agreement remain the undisputed property of Advance Consulting.
2. If the Client does not fulfil any obligations with regard to the agreed activities, Advance Consulting is entitled, without providing a default

notice, to repossess the goods, in which case the agreement will be dissolved without judicial intervention, this not detracting from Advance Consulting's right to claim compensation, either legally or extra-legally, for damages potentially endured by Advance Consulting or damages yet to be endured, including: losses suffered, profit losses, interest, transport costs, etc.

Article 10: Force majeure.

1. Force majeure releases Advance Consulting of its obligations with respect to the Client. Force majeure factors are taken to include: such incidents and situations that exercise a clearly attributable and direct working influence upon the company Advance Consulting, such as: serious disruptions in its production process; war; war outside of the Netherlands; rebellion; epidemics; fire; traffic disruptions; strikes; lock-outs; loss or damage of transport; an accident or illness suffered by personnel; limitations of the introduction or other limitations imposed by the authorities, etc. Advance Consulting is released of its obligations irrespective of whether the force majeure has occurred in its own company or elsewhere, such as in the companies of suppliers, transporters, wholesalers, etc.
2. In the case of a hindrance to the execution of the agreement as a result of force majeure, Advance Consulting is entitled, without judicial intervention, to either postpone the execution of the agreement for a maximum of one month, or to dissolve the agreement in its entirety, such to be undertaken in the assessment of Advance Consulting. The Client will receive a written announcement of the decision made by Advance Consulting.

Article 11: Design protection.

1. For all the services delivered on behalf of the Client, Advance Consulting expressly wishes to retain the author's copyrights or other intangible protection rights, where applicable. Use or alternative use of designs and/or ideas of Advance Consulting is strictly prohibited, unless Advance Consulting has provided express written permission for this and all the conditions imposed by Advance Consulting with regard to this have been fulfilled.
2. If the client does not keep to what is stated in paragraph 1 of this article, Advance Consulting partnership firm will, without providing proof of default or judicial intervention, claim a fine of €15,000.00 per day or a part thereof, for as long as the violation continues.

Article 12: Applicable law and authorised judge.

1. Dutch law is exclusively applicable to all offers, assignments and agreements to be concluded with Advance Consulting.
2. All disputes will be subjected to judgement by the completely authorised Judge in the district of Arnhem, or to the judgement of another authorised legal body, such as however also to be chosen by Advance Consulting.
3. If any article or sub-article of these general conditions becomes invalid, then this does not detract from the validity of the other articles.