

**General Terms and Conditions with regard to the execution of assignments by A.J.M. Reichling BASc, based in Amsterdam, The Netherlands, registered with the Chamber of Commerce and Industry Amsterdam under number 332 44 360.**

### **1. Applicability**

These terms and conditions apply to all agreements relating to advices to be issued or services to be provided for a third party, hereinafter referred to as client, by Ing. A.J.M. Reichling, hereinafter referred to as contractor. The contractor is only bound to deviations from these General Terms and Conditions or to the conditions of the client insofar as these are expressly agreed in writing.

### **2. Agreements**

An assignment is concluded by the signing by the client and the contractor of an agreement, which includes a reference to an underlying offer and an explanation of these General Terms and Conditions. An assignment is also deemed to have been concluded when, after determining the nature, size and execution conditions, with express or tacit consent from client a start is made by the contractor with the execution of an assignment.

### **3. Implementation**

If the contractor is prevented from appearing for whatever reason, the contractor will make every effort to ensure replacement, if so desired by the client. The contractor undertakes to ensure that the level of expertise of the substitute corresponds to that of the contractor.

### **4. Changes to the order**

If, during the execution of an assignment, the client gives further orders or wishes to change the existing order, this will only be possible, subject to the rules set out above, if the contractor accepts that order and the client reimburses costs and fees owed for this.

Both the client and the contractor will follow up as necessary on any changes to the originally agreed commencement date and / or planning of an assignment desired by the client or the contractor. A postponement desired by the client of the originally agreed commencement date and / or planning of an assignment for which the contractor has reserved capacity, will only be followed if, in the opinion of the contractor, the capacity reserved for that assignment can be used elsewhere. In the event that the client nevertheless requires and / or arranges for such a postponement, a fee will be charged for the unused reserved capacity.

Contractor's promises or estimates regarding the expected duration of the work to be performed by him will lose any meaning as soon as one of the parties has notified the other party in accordance with the aforementioned provisions of a desire to change the description of the assignment.

### **5. Result**

When carrying out an assignment, the contractor will use the available knowledge, experience and work capacity as best as possible to achieve the result intended for the execution of an assignment. Nevertheless, the contractor cannot give any guarantees with regard to the result.

### **6. Cooperation by client and third parties**

If the contractor does not receive and maintain proper and timely access to the capacity, data, goods and facilities to be made available by the client in accordance with the agreement, the contractor will be entitled to charge the client for the additional costs caused by the lack of access and the commitments or

estimates of the contractor regarding the expected duration and the expected costs of the work to be performed by him lose any significance.

### **7. Confidentiality**

The contractor will exercise the utmost care with regard to the information obtained in the advisory relationship. The client can reasonably impose special guidelines on confidentiality on the part of the contractor when handling classified / classified and other information. The contractor is only bound to such special guidelines if they have been notified in good time and as such to contractor. The contractor will only use the name of the client as a reference after obtaining permission. The exclusive mentioning of the name of the client as a client in oral contacts in a closed circle is not subject to permission.

The client accepts that the contractor is obliged to ensure that data and opinions provided to the contractor during the execution of an assignment cannot be traced back to the source, if the information provider has made it known to object to recognition.

### **8. Fee, disbursements and other costs**

The fee is based on a predetermined half-day rate (one half-day is 4 hours). The fee is exclusive of value added tax, travel and accommodation costs and materials and resources. The order will indicate which party will be responsible for making materials and resources available and which party will bear the costs.

The total fee is determined on the basis of the amount of labour to be spent on an assignment. Other costs are charged as specified on the assignment. Travel time in excess of a maximum of 25% of the hours worked when visiting a location desired by the client, is considered to be part of the working time. The client will owe the contractor fees for each part of the day spent by the contractor on the work, calculated in accordance with the agreed fee or fee respectively that will apply instead in accordance with the following provision, as well as any other agreed costs and fees. The fees payable can be revised up to once a year in the case of orders with a term of more than one year. Rate changes on this basis will be notified in writing to the client at least one month before the start date. If the rate change exceeds a percentage of 5%, the client will be entitled to terminate the agreement.

### **9. Payment**

Invoices are submitted monthly in arrears. Invoices must be paid no later than 30 days after sending. The client will ensure timely payment of invoices submitted in the manner indicated on the invoice.

Invoices not paid on time will be increased by the then applicable legal interest, without prejudice to the right of the contractor to suspend his work in the event of late payment and / or to demand an advance on invoices still to be issued. Objections to the amount specified on submitted invoices do not suspend the payment obligation.

### **10. Position of contractor**

Orders are accepted by the contractor on the basis that a completely independent position can be maintained with respect to the client. When accepting a contract, the contractor guarantees that it will not have any additional interests that could damage the progress of its implementation. If during the execution of an assignment facts or circumstances arise that could impinge on the



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independence of the contractor or assert additional interests, all of this as referred to above in this article, these will be reported to the client without delay and discussed with them.

## 11. Ownership and use of documents

Subject to the copyright of the contractor, the written documents produced during the execution of any contract become the property of the client. The client has the right to use these for the internal purposes intended with the assignment and communicated to the contractor. With this use, the client will supervise the inclusion of a reference to the contractor. The documents originating from the contractor may not be used for purposes other than within the framework of the contract awarded without the contractor's approval and without appropriate remuneration. Nor will data, models, methods or techniques used for or in the context of advice be disclosed or disclosed to third parties other than with the permission of the contractor. The obligations of the client resulting from the foregoing lapse after the expiration of the third year after the termination of the agreement.

## 12. Liability

The contractor is only liable to the client for direct damage as a result of serious shortcomings in the execution of an assignment, insofar as these can be blamed on the contractor. The contractor is not liable for indirect costs.

The liability for such damage is limited to reimbursement of the lower of the costs either that the client had to spend extra after termination of the agreement in accordance with Article 13 to pay the remaining work to be completed by others, or a maximum of 5% of the amount excluding VAT that the client has become indebted to the contractor in accordance with the agreement. The contractor is also entitled to have the damage limited or reversed at its own expense.

The damage for which the contractor is held liable must be notified immediately to the contractor by registered letter.

Any liability of the contractor lapses after the expiration of one year from the day on which the damaging transaction was performed by the contractor. In the event that the client transfers risks to any work or any assignment connected by insurance to another party, he indemnifies the contractor from the application of any recourse right due to the insurer.

## 13. Duration and termination of an assignment

The agreement takes effect on the date of signature and applies for the duration of the assignment or, if agreed, for an indefinite period until completion of the commissioned activities. In the latter case, the client and the contractor both have the right to terminate the assignment unilaterally. This must be done in writing and with reasons, with due observance of a notice period of two months. The contractor will only use this authority if, as a result of facts or circumstances, which escape the influence of the contractor or contractor cannot be blamed for, execution or completion of a contract cannot be reasonably required. If the decision is based on the client, the client owes the contractor the fee for all work already performed, reimbursement of costs already incurred, as well as the fee and costs for the next two months not yet claimed, to which the contractor would be entitled if the order had been executed in accordance with the current planning.

The assignment can be terminated by registered letter with immediate effect by either party, if:

- a) the other party has applied for a moratorium;
- b) a petition for bankruptcy has been filed by the other party or

c) the other party has violated any of the terms of this Agreement and has not rectified the violation within 14 days of an appropriate summons.

## 14. Disputes

All disputes that may arise as a result of these General Terms and Conditions, or of subsequent agreements that may result therefrom, will be settled by the competent court in Amsterdam, The Netherlands. A dispute is present if one of the two parties so states.

Dutch law applies to these general conditions.

28th April 2020