

# General Consultancy Terms and Conditions of

*InteSpring Holding B.V. and operating companies*

## **Article 1. Definitions**

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- 1.1 The following definitions apply to these General Consultancy Terms and Conditions:
- a) "the Client": Every natural person or legal person who has requested an offer or has entered into an agreement with the Supplier in relation to (the supply of) any kind of goods and/or services under any name, not including consultancy services.
  - b) "the Supplier": InteSpring Holding B.V., as well as all of its operating companies InteSpring B.V. and Laevo B.V.
  - c) "the Agreement": the agreements drawn up in writing between the Client and the Contractor relating to the purchasing and delivery of goods and/or provision of services to the Client;
- 1.2 That which is stated in writing in these General Terms and Conditions of Sale and Delivery, shall also be understood when it is sent by fax or e-mail.

## **Article 2. Applicability**

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- 2.1 These General Consultancy Terms and Conditions apply to all tenders and agreements whereby InteSpring provides consultancy services of whatever nature under whatever name to Client. The General Supply Terms and Conditions of InteSpring apply to the provision of goods and/or services that cannot be considered as consultancy. Should these General Consultancy Terms and Conditions appear to be in conflict or incompatible with explicit stipulations agreed in writing between InteSpring and Client, then those explicit stipulations prevail.
- 2.2 Deviations from and/or supplements to these General Consultancy Terms and Conditions are authorised only if they have been agreed in writing by InteSpring and Client.
- 2.3 The applicability of any Client procurement terms and conditions, or others, is explicitly rejected.
- 2.4 The invalidity or nullification of any provision of these General Consultancy Terms and Conditions has no influence whatsoever on the applicability of the other provisions of these General Consultancy Terms and Conditions.
- 2.5 Should this situation arise, InteSpring and Client will agree in consultation to a substitute provision, whereby the objective and purport of the invalid or nullified provision will, as far as possible, be taken into account.

## **Article 3. Offers, quotations and (advertising) messaging**

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- 3.1 An assignment from InteSpring to Client is deemed to have been conferred as soon as Client has returned the quotation to InteSpring in writing and within the specified period and that InteSpring has confirmed conferral of the assignment in writing.
- 3.2 All offers, quotations and other messaging of InteSpring are non-binding unless InteSpring has explicitly indicated otherwise in writing.
- 3.3 The information contained in (advertising) messaging, quotations, websites, etc. is non-binding.
- 3.4 Client vouches for the correctness and completeness of the information provided to InteSpring for the purpose of making a quote and/or tender offer.
- 3.5 Client should exercise extreme caution with regard to the correctness and completeness of the requirements to which InteSpring's performance must comply.

## **Article 4. Price and payment**

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- 4.1 All prices are in Euro (€) and exclusive of value added tax (VAT) and other levies imposed by the government. Client should make all payments in Euro.
- 4.2 The pre-calculations and budgets presented by InteSpring are purely indicative; Client may not derive any rights or legitimate expectations herefrom.
- 4.3 A budget disclosed by Client may not be considered as a set price agreed between InteSpring and Client.

- 4.4 InteSpring is obliged to inform Client as quickly as possible of any overrun risk of a disclosed pre-calculation and/or budget.
- 4.5 InteSpring and Client will set forth in the agreement the moments and method by which InteSpring shall invoice the fee for rendering the agreed performance.
- 4.6 Should the agreement have been concluded with more than one natural person or legal entity, each of those persons or entities is jointly and severally bound to pay the contractually agreed amounts.
- 4.7 Should Client not or not timely comply in full with the obligation to settle any outstanding amounts, Client is obliged to pay the statutory interest on the amount due and payable, without any reminder or notice of default being required.
- 4.8 Should Client not or not timely comply in full with the obligation to settle any outstanding amounts, InteSpring is entitled to suspend execution of the assignment until the moment that Client has fully complied with the payment obligation.
- 4.9 Should Client, following a warning or notice of default, persistently fail to settle the outstanding amounts, InteSpring may engage a third party for the purpose of collection. In that event, all collection costs incurred after Client's default, both judicial and extrajudicial, are for Client's account and supplementary to settling the amounts outstanding.
- 4.10 Client is never entitled to defer any payment or set off any amounts due. Neither is Client entitled to deduct or withhold payment of amounts due in any other way, such as seizure or foreclosure.
- 4.11 Appeals against the amount of the invoice or the performance rendered do not lead to suspension of the obligation to pay the sum outstanding.
- 4.12 InteSpring is entitled at all times to demand satisfactory security from Client for the full value of the assignment.

## **Article 5. Intellectual and industrial property rights**

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- 5.1 Contractor reserves all rights related to the industrial and intellectual property used, in use, or originating within the framework of execution of Client's assignment, in so far as they have a legal basis.
- 5.2 Client is specifically – and explicitly – not authorised to patent these rights related to industrial and intellectual property.
- 5.3 Client is explicitly prohibited from the reproduction, disclosure or commercial exploitation of those products, under which are included patented (intermediate) results, computer programmes, system designs, working methods, advice and other InteSpring products of the mind in the broadest sense of the word, with or without the engagement of third parties.
- 5.4 Client is prohibited from providing resources of these products to third parties.
- 5.5 Client guarantees that the resources, data files or other products and/or services made available to InteSpring do not infringe any third party intellectual property rights.
- 5.6 Client indemnifies InteSpring from any legal claim by third parties that may be based on the argument that use of resources, data files and other products and/or services made available by Client infringe any third party intellectual property rights.
- 5.7 InteSpring is entitled to claim compensation from Client for any possible damage that may arise from the violation of InteSpring's industrial and intellectual rights.

## **Article 6. Assignment result and planning**

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- 6.1 An obligation of effort applies with respect to InteSpring's consultancy services.
- 6.2 InteSpring will not be bound by a pre-set throughput time. Turnaround times stated in this agreement are purely indicative.
- 6.3 InteSpring carries out its services on the basis of a planning whereby it is understood that standard working days and times will be the norm during execution of the assignment.
- 6.4 Client makes use of any advice offered of InteSpring at its own expense and risk.
- 6.5 Should the client so require, InteSpring will document the development of the assignment in a progress report.

## **Article 7. Consultant**

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- 7.1 Unless otherwise agreed, InteSpring is free to carry out the assignment in the way it sees fit; this applies amongst others to the choice of staff assigned to the work at hand.
- 7.2 Client is responsible for a sound and clear description of the qualifications and competences required of Consultant(s) to be assigned to the work at hand.  
InteSpring vouches for the qualifications and competences of its Consultant(s) as agreed with Client.
- 7.3 InteSpring reserves the right to replace Consultant in consultation with Client. In the event that Consultant evidently does not possess the qualifications and competences agreed with Client, InteSpring will be immediately informed by telephone by Client with written confirmation of this within one day.
- 7.4 InteSpring accepts no liability whatsoever ensuing from incorrect execution of the assignment as a result of incomplete or incorrect description of the required qualifications and competences as laid down in Article 7.2.

## **Article 8. Special circumstances: non-availability**

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- 8.1 In the event that the assignment is to be fully or partially executed on Client's premises, the party aware of the special circumstances related to non-availability, illness or accident that has befallen Consultant will inform the other party immediately.
- 8.2 In the event of special circumstances related to non-availability, illness or accident that has befallen Consultant, as laid down in Article 8.1, InteSpring shall determine in consultation with Client if any and which measures should be taken.
- 8.3 If required, parties shall in consultation discuss the possible consequences of the special circumstances related to non-availability, illness or accident that has befallen Consultant.

## **Article 9. Cooperation obligations of Client**

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- 9.1 Client will at all times provide InteSpring with any and all useful, necessary and/or desirable cooperation, data and/or information.
- 9.2 Should Client make use of its own employees and or resources for the execution of the assignment, these employees and resources are required to be in possession of adequate knowledge, expertise and experience for the work at hand.
- 9.3 InteSpring reserves the right to suspend execution of the agreement, fully or partially, as well as invoice the costs already incurred, should Client not or not in good time provide the data and/or information as laid down in Article 9.1 or otherwise not be in compliance with its obligations as agreed.
- 9.4 Client ensures the timely and complete availability of telecommunication, data and/or computer facilities so long as this can be reasonably expected for the execution of the agreement.
- 9.5 InteSpring is not liable for damages to and/or costs for the facilities laid down in Article 9.4 arising from the execution of the agreement, unless this is the result of negligence and/or misconduct by InteSpring.
- 9.6 Client ensures the availability of essential facilities within reason for InteSpring employees at no cost, should they carry out their work within the framework of the agreement at Client's premises.
- 9.7 Client guarantees that the facilities comply with the relevant legislation with respect to labour conditions.

## **Article 10. Amendment of the agreement and supplementary work**

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- 10.1 Client can request InteSpring to amend the contents of the agreement after it has been signed.
- 10.2 With respect to a request of this nature, InteSpring and Client will in consultation discuss consequences of an amendment to the agreement.
- 10.3 In the event that the consequences of the request are that scope and/or duration of the assignment are of necessity extended, this additional work will be documented in a separate agreement and – after both parties have given their consent – be calculated as supplementary work.

## **Article 11. Termination and dissolution of the agreement**

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- 11.1 Parties can only nullify the agreement in the event of an attributable shortcoming by one of the parties in complying with the essential obligations of the agreement.
- 11.2 Should the agreement have been entered into for an indefinite period, it can be terminated by both parties upon reasoned request so long as a reasonable period of notice is observed.
- 11.3 The agreement can be totally or partially terminated in writing by both parties without notice of default and with immediate effect in the event that one of the parties is granted moratorium of payment, bankruptcy is applied for or declared, or if existing decisive control regarding Client passes to a third party.
- 11.4 Client is not authorised to exercise premature termination of a contract for professional services concluded for a specified period.
- 11.5 Should a start to the execution of the agreement have been made at the time of termination as laid down in Article 11.1, then the partially-performed obligation and the related amount due as well as costs incurred in the execution of the assignment fall outside the dissolution.
- 11.6 In the event that the agreement has been terminated lawfully, InteSpring can never be held accountable for damages or compensation.
- 11.7 InteSpring has the right at all times to reclaim costs incurred during execution of the assignment from Client.

## **Article 12. Liability InteSpring**

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- 12.1 InteSpring has an obligation of effort regarding Article 6.1 of these General Consultancy Terms and Conditions and can never be held accountable for the result of the assignment executed.
- 12.2 Liability for direct damages due to attributable shortcomings in complying with the agreement or for any other reason is limited to the maximum of the fee stated in the agreement (excluding VAT) for the work to be carried out by InteSpring, whereby the total liability of InteSpring can never amount to more than €100,000.00 (in writing: one hundred thousand euro) per agreement concluded.
- 12.3 InteSpring's liability with regard to damages caused by death, physical injury or material damage is limited to the amount disbursed by the general life insurance companies.
- 12.4 InteSpring excludes liability for indirect damage, consequential damage, lost profits, reduced goodwill, foregone savings as well as all other forms of damage than laid down in Articles 12.1 and 12.2, for whatever reason.
- 12.5 Client is required to disclose any damage to InteSpring in writing and as quickly as possible.
- 12.6 Every claim for damages lapses 12 months from the time the claim has arisen.
- 12.7 Client indemnifies InteSpring from every claim by third parties to any damages whatsoever on the grounds of execution of the assignment.

## **Article 13. Force majeure**

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- 13.1 In these General Terms and Conditions, 'force majeure' is understood to mean:
  - a. State of emergency: (Civil) war, uprising, riots, natural disasters, etc.
  - b. Government measures
  - c. Strike, occupation, unavailability of one of more employees
  - d. Unanticipated transportation issues

- e. Unanticipated disruption to energy supplies, internet, computer and telecommunications
  - f. Circumstances beyond the control of InteSpring suppliers
  - g. Unsatisfactory fulfillment of obligations by suppliers prescribed by Client and impacting InteSpring performance
  - h. Defects to hardware, software and third party resources prescribed by Client and impacting InteSpring's performance.
- 13.2 Parties are not bound to meet their obligations should they find themselves in a situation of force majeure.
- 13.3 Parties enter into consultation with one another as quickly as possible to discuss the causes and consequences of the circumstances beyond their control and how to limit and/or prevent them.

## **Article 14. Confidentiality**

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- 14.1 Both parties are obliged to preserve the confidentiality of all classified information they have obtained or received, when a reasonable assumption can be made that this information is of a confidential nature.
- 14.2 Parties can agree if so desired that a list of names be drawn up of individuals authorised to be advised of the content of this confidential material.
- 14.3 Confidential information and data disclosed in connection with the agreement may only be used for the purpose it was disclosed.
- 14.4 Parties shall mark information of a confidential nature as such by inserting the word "confidential" on the cover or adding a designation of equivalent effect.

## **Article 15. Applicable law and jurisdiction**

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- 15.1 The agreements between InteSpring and Client are governed by the laws of The Netherlands.
- 15.2 Application of the 1980 Vienna Sales Convention is explicitly prohibited.
- 15.3 Disputes related to the agreement or these General Terms and Conditions are settled preferably through arbitration, without prejudice to the right of each party to request a provision in an arbitration interim order and without prejudice to the right to take precautionary measures.
- 15.4 Should parties be unable to come to an arbitration agreement within a reasonable and specified period of time, parties may approach the competent court in The Hague, The Netherlands.