

## 1. APPLICATION

These general terms and conditions, unless agreed to otherwise, are applicable to all quotations and agreements by or with VHND and all actions connected thereto, both of a preparatory or implementing nature.

## 2. QUOTATIONS, JOB CONFIRMATIONS AND CHANGES IN GRANTED ASSIGNMENTS

- a. Quotations are based on the information made available to VHND.
- b. An agreement is concluded at the time that the client agrees to and signs the quotation or job confirmation, and same has been received and accepted by VHND.
- c. If the client wishes to make any changes to the assignment which has led to the agreement, these can be proposed either in writing or verbally. In all cases, only the physical hours worked will be brought into account with the exception of clause 10 b.
- d. The written acceptance of the assignment by VHND must include whether and to what extent an assignment is bound to a certain period of time.

## 3. DETAILS PROVIDED BY THE CLIENT

The client is bound to provide full cooperation in the implementation of the assignment and to make available to VHND all that is required for this purpose. Amongst other things this includes, where necessary, that office and/or research facilities are made available with suitable facilities, that the client and possible employees of the client are available during the agreed time of the assignment and that permission is granted to see all documents and details necessary for the implementation of the assignment.

## 4. METHOD OF ASSIGNMENT IMPLEMENTATION

- a. VHND will determine the method which, in its opinion, must be used to implement the assignment.  
When requested, it is obliged to inform the client about the method used for the carrying out of the assignment.
- b. The period of time within which the assignment will be implemented, will be agreed to in consultation.

## 5. CONFIDENTIALITY

- a. VHND is obliged to uphold nondisclosure towards third parties who are not involved in the implementation of the assignment, of all information made available by its client and the results obtained by way of its processing.

## 6. INVOICE SUM AND COSTS

- a. All rates include VAT.
- b. The rates for services may be adjusted annually as at 1 January.
- c. The rate adjustment will be notified as at 1 December of every year in order to give the client the opportunity to cancel the agreement in good time if he disagrees with the rate adjustment.
- d. The amount of remuneration that will be brought into account, unless agreed to otherwise in writing, is calculated according to the commonly used rates at VHND.
- e. Activities will be charged to the client on the basis of the number of hours worked at the agreed rates. If no rates have been agreed to beforehand, then the rates are determined on the basis of the commonly used methods at VHND.
- f. If it would be required for the implementation of the assignment that VHND must incur travel and/or accommodation expenses, then these will be charged in full to the account of the

client.

g. If VHND engages third parties for the implementation of the assignment, then such invoice amount will be charged directly to the client by the third parties.

## 7. TERMS OF PAYMENT

a. Payments must take place within 30 days after the date of the invoice, including VAT, to the bank account as specified on the invoice.

b. For late payments, by law the client is considered to be in default. If VHND passes on the collection of its claim on the client, all the legal and out-of-court costs involved in the debt collection are due by the client.

## 8. LIABILITY

a. VHND has an obligation to perform, not an obligation to achieve a result. This is understood to mean that, at all times, it will make the best effort to work within the boundaries of its competences. In order to guarantee quality and to improve competences it will regularly make use of appropriate peer consultation and/or supervision.

b. VHND is neither liable for direct nor indirect damages, emotional damages or damages emanating from decisions which the client has taken, whether in consultation with VHND or not. The Client, at all times, is responsible for the choices made by him/herself.

c. A condition for the establishing of any right to indemnity for damages is that the client, after its establishment, has notified VHND thereof in writing as quickly as is reasonably possible.

d. If by way of or in connection with the implementation of services by VHND or otherwise injuries are inflicted on people or damages are brought about to matters for which they are liable, the liability will be limited to the sum of the payout pursuant to the liability insurance taken out by VHND, including the own risk that it's liable for in the insurance policy.

e. Every liability by VHND for consequential damage or other indirect damages or consequential loss of whatsoever nature, is expressly excluded.

## 9. DURATION AND TERMINATION

a. An agreement for an organizing project can be terminated or extended at any time after mutual consultation between the parties.

b. VHND has the right to terminate the agreement without notice of default or judicial intervention with immediate effect if the client is not in a position to comply with the agreed term of his financial obligations.

c. If one of the parties essentially fails in the compliance of its obligations and has expressly been informed by the other party to this effect, and does not comply with its obligation within a reasonable period, then the other party is authorised to terminate the agreement without the terminating party owing the failing party any compensation.

The delivered performances up to the termination must be paid in the manner as agreed.

d. VHND is entitled to terminate the agreement with the client in whole or in part without liability to indemnity for damages if the client applies for a moratorium or goes bankrupt or if the client is a company and is being dissolved.

## 10. SHORTCOMINGS – POSTPONING APPOINTMENTS

a. VHND maintains the right to cancel or to postpone appointments free of charge in cases of illness, occupational disability, death or serious illness of a family member or loved one which is the reason for it not being able to carry out its assignment properly.

b. Up to 48 hours before commencement, the client may cancel or postpone the appointment free of charge. On cancellation or postponement, as the case may be within 48 hours, VHND

is entitled to bring the full rate that has been agreed into account. If the client is not present at the planned appointment, the same rate will be applied.

#### 11. RETENTION OF TITLE

- a. All matters delivered by VHND remain in its ownership until full payment of all its claims. The client is not authorised to pledge nor to encumber in any other way any of the matters that fall under the retention of title.
- b. On nonpayment VHND has the right to take back the goods already delivered to the client. The client must provide cooperation in this respect.
- c. If third parties attach or want to establish or apply a right on the delivered goods pursuant to the retention of title, then the client is obliged to inform VHND to this effect as soon as can reasonably be expected.
- d. The client himself is obliged to take optimum care of the goods delivered under retention of title and to return same to VHND in an optimum condition of use. In case of damages caused by the client, VHND will recoup same from the client.
- e. Working methods, recommendations and suchlike which are used for the assignment by VHND are to be considered as work within the meaning of Clause 1 of the Copyright Act.

#### 12. COMPLAINTS PROCEDURE

- a. Complaints about the activities undertaken must be reported in writing to VHND by the client within 8 days after discovery, yet at the latest within 14 days after completion of the activities. The notice of default must contain an as detailed a description as possible of the shortcoming, so that VHND is in an position to react adequately.
- b. If a complaint is valid, VHND will undertake the activities as agreed to in any case, unless this in the meanwhile is demonstrably senseless for the client. The client must inform VHND of the latter in writing.
- d. If it is no longer possible or sensible to undertake the agreed activities, VHND will only be liable within the boundaries of Clause 8.

#### 13. APPLICABLE LAW

Dutch law is applicable to all quotations, assignments and agreements, and any disputes emanating therefrom.

The version of these general terms and conditions applicable is that which applied at the time of the establishment of this assignment.

The Hague, October 2013