

#### **Article 1. Definitions**

1. Contractor: Changetalent B.V., (Chamber of Commerce number 88670570), established and having its office in (4635 AA) Huijbergen at the address Sainte Marielaan 3.
2. Client: the (intended) contracting party of Contractor.
3. Agreement: the agreement concluded between Provider and Principal.
4. Terms and Conditions: the present terms and conditions.

#### **Article 2. The Agreement**

1. These Terms and Conditions always apply to all offers and agreements of the Contractor, with the express exclusion and rejection of all general terms and conditions stated by Clients on their letterheads, order and delivery forms and such stated and/or deposited somewhere or declared applicable. By merely requesting an offer and/or issuing an order to the Contractor, the Client accepts these Terms and Conditions and thereby the Client explicitly waives the applicability of its own general terms and conditions.
2. In the event of a written bid or a written order confirmation from the Contractor, such bid or order confirmation will be deemed to reflect the full Agreement and will replace all prior written and oral agreements, statements and/or comments made by the parties. Changes or additions to the text of the bid or order confirmation in addition to the bid or order confirmation shall only form part of the Agreement when this is explicitly acknowledged in writing by the Contractor, whereby in the event of any inconsistency the text of the bid or order confirmation shall prevail.
3. The Contractor reserves the right to amend these Terms and Conditions unilaterally. The Client will be deemed to have accepted the amendments in question if the Contractor has not received a written objection from the Client within 14 days of the written notification of the amendment.
4. Offers made by the Contractor shall have a limited period of validity of 10 working days, unless otherwise indicated in writing. The Contractor will always have the right to revoke an offer accepted by the Client within two working days after receipt of the acceptance thereof. The Client cannot derive any right from information from bids, folders, advertising materials or from the Contractor's website.
5. If, for any reason whatsoever, any provision of these general terms and conditions is not valid, the remaining terms and conditions will stay in force and the parties will negotiate a new provision which will resemble, concerning content, range and aim, as much as possible the original provision.

#### **Article 3. The Performance**

1. The Contractor will carry out the order for the Client to the best of its understanding and abilities. Unless expressly agreed otherwise in writing in the Agreement, the Contractor is subject to an obligation to perform to the best of its ability and not an obligation to achieve a result.
2. Deadlines applicable to the Contractor are not final, unless the parties to the Agreement have expressly agreed otherwise in writing. An agreed period applicable to the Contractor shall not commence until after the Agreement has been concluded and the Contractor is in possession of all information necessary for the performance of the Agreement. An agreed period applicable to the Contractor will be extended at least by the number of days that have lapsed between the time the Agreement is concluded and the moment at which all information necessary for the performance of the Agreement has come into the possession of the Contractor.
3. The Contractor reserves the right to have the order (partly) carried out by third parties.

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

1. Unless expressly agreed otherwise in writing in the Agreement, the prices are exclusive of VAT.

2. Unless expressly agreed otherwise in writing in the Agreement (such as by means of a fixed price), the Contractor will perform its work at least at an hourly rate of € 100,00 and external costs will be charged directly to the Client. Any advance payments will only be settled with (and therefore be considered to have been paid until at least) the last invoice to the Client.
3. Price increases resulting from additions and/or changes to the order made at the oral or written request of the Client are entirely for the account of the Client.
4. All costs resulting from circumstances which the Contractor reasonably did not have to take into account when entering into the Agreement will be for the Client's account.
5. All payments by the Client to the Contractor must be made into a bank account to be designated by the Contractor, without suspension or setoff, in euros and no later than thirty (30) days after the invoice date. Advances must be paid on the invoice date itself. These are 'strict deadlines' (*voor de voldoening bepaalde termijnen*) within the meaning of section 6:83(a) of the Dutch Civil Code (*Burgerlijk Wetboek*).
6. In the absence of full and timely payment as referred to in the previous paragraph, the Client shall be in default by operation of law with at least the following consequences:
  - a. Client shall own interest of 1.5% per month on the outstanding invoice/invoices;
  - b. Client will owe extrajudicial collection costs (*buitengerechtelijke incassokosten*) of 15% of the outstanding invoice/invoices with a minimum of € 250,00;
  - c. If the Contractor engages the Client in legal proceedings in respect of its payment obligations, the Client will also owe, in addition to the foregoing paragraphs, the actual costs incurred by the Contractor in this respect (such as legal fees, bailiff's fees, court registry fees, etc.).
7. Payments made by the Client shall first be deducted from all costs and interest owed and then from the longest outstanding invoices, even if the Client states that the payment relates to (a) later invoice(s).
8. The Contractor will at all times be entitled to require the Client to provide security and/or advance payment for the fulfilment by the Client of its obligations under the Agreement. This applies in any event in case that any deadline of payment is exceeded, or in the event of any other failure in respect of this Agreement or in respect of any other Agreement on the part of the Client. The Client will comply with this at first request.

#### Article 5. Quality and complaints

1. Within thirty (30) days after performing the work and (in any case) within fourteen (14) days after the receipt of the invoice, the Client must invoke a defect in the performance of the Contractor. After expiry of this period, the performance will be deemed to be in accordance with the Agreement.

#### Article 6. Force Majeure

1. In the event that the Contractor cannot fulfil its obligations towards the Client due to a non-attributable failure, the Client will not be entitled to dissolve the Agreement and the fulfilment of the obligations of the contract will be suspended for the duration of the force majeure situation.
2. If any situation of force majeure has lasted two (2) months, the Contractor shall be entitled to dissolve the Agreement in whole or in part in writing.
3. In the event of a situation of force majeure, the Client shall not be entitled to any compensation or damages, not even if the Contractor should derive any benefit as a result of the force majeure.

Met opmerkingen [A1]:

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4. In addition to what is understood in this respect by law and case law, force majeure is understood to mean all external causes, foreseen and unforeseen, over which the Contractor cannot exercise any influence, as a result of which the fulfilment of its obligations vis-à-vis the Client is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be demanded of the Contractor, regardless of whether this circumstance could have been foreseen at the time of the conclusion of the Agreement. These circumstances include: strikes, lockouts, fire and/or measures taken by any governmental authority, as well as the absence of any governmental permit to be obtained.

#### **Article 7. Industrial and intellectual property**

1. Unless explicitly agreed otherwise in writing, the Contractor shall retain the copyrights, the patent rights and all other industrial and/or intellectual property rights to the work carried out by it, offers made, designs, images, drawing, (trial)models, recipes, software, etc.
2. Unless explicitly agreed otherwise in writing, the rights to the data referred to in this article will remain the property of the Contractor, regardless of whether costs have been charged to the Client for the production thereof.
3. All information, either verbally or in writing, provided by the Contractor to the Client, shall remain property of the Contractor and may only be used by the Client for the purpose for which it has been provided.
4. The Client will not provide the Contractor's information to third party in any way whatsoever, except to the extent reasonably necessary in connection with the proper performance of the Agreement and then only after and to the extent that a confidentiality obligation has been agreed upon.

#### **Article 8. Liability Contractor**

1. The Contractor will not be liable for any indirect loss or damage suffered by the Client or a third party in connection with (the performance of) the Agreement or a service provided by the Contractor, including consequential loss or damage, immaterial loss or damage, business or environmental damage.
2. Any liability on the part of the Contractor shall in any event be limited to a maximum of the invoice value of the order placed with Contractor by the Client, or at least to that part of the order to which the liability relates. If the Contractor is insured and the insurance actually pays out insurance as a result of the liability in question, its liability will be limited to the amount paid out.
3. The exclusion of liability in this article shall not apply if the damage is caused by intent or gross negligence on the part of the Contractor or its executive staff.
4. The Contractor will not be liable for loss or damages resulting from errors in the information provided by the Client, such as prescribed working methods or given orders, directions and instructions, and for loss or damages caused by work performed by the Client or by third parties on instructions by the Client.
5. The consequences of compliance (by the Contractor or third parties) with statutory regulations or decision of public authorities are for the Client's account, regardless of whether the cause/necessity of such compliance can be attributed to the Client, the Contractor or a third party.
6. The Client may only invoke the obligations arising from this article if it has itself fulfilled all its obligations towards the Contractor.
7. Any right of action for whatever reason on the part of the Client against the Contractor will lapse no later than one year after the work has been performed.

#### **Article 9. Suspension, set-off and dissolution**

1. In the following cases, the Client will be in default by operation of law and the Contractor will be entitled to dissolve the Agreement in whole or in part – without any notice of default or judicial intervention being required – extrajudicially:
  - a. If the Client applies for bankruptcy or (provisional) suspension of payments, or if the Client is declared bankrupt, (provisional) suspension of payments is granted, or if the Client is placed under administration, management or guardianship by virtue of a statutory provision;
  - b. If the Client transfers, liquidates or ceases (parts of) its undertaking or its activities;
  - c. If prejudgment attachment or executory attachment is made against the Client;
  - d. If the Contractor has good reason to fear that the Client will fail to fulfill its obligations, or if the Client has already failed to fulfill its obligations.
2. In the event of dissolution by the Contractor on the grounds in the preceding paragraph, the Client will owe the Contractor an amount equal to 25% of the price payable under the Agreement.
3. The foregoing is without prejudice to the Contractor's other rights.

#### **Article 10. Applicable law and disputes**

1. The Agreement shall be governed solely by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. Only the court that has jurisdiction in respect of the municipality in which the Contractor is seated shall have jurisdiction to settle disputes arising from the Agreement, unless the Contractor opts for the court that has subject-matter jurisdiction.