

## General Terms and Conditions HTP Advies B.V. filed with the Chamber of Commerce

### Article 1. Definitions

- Client: the natural or legal person with whom HTP has entered into an Agreement.
- Contractor: HTP Advies B.V. (**HTP**)
- Quotation: the no-obligation quotation made by HTP to the Client relating to the performance of the Services.
- Agreement: the agreements made between HTP and the Client with regard to the performance of the Services as laid down in the Quotation.
- Services: all services performed by HTP including work carried out on a project basis, secondment and advice in the field of quality management systems except for the arranging of courses, training, workshops or any other meetings targeted at the transfer and/or enhancement of knowledge and/or skills beyond the performance of the Services (courses, training, workshops or other meetings are subject to the general terms and conditions for Courses).
- Conditions: these general terms and conditions.

### Article 2. Applicability

1. The Conditions apply to all Quotations submitted by HTP and to all Agreements entered into between HTP and the Client relating to the Services, unless agreed otherwise in writing.
2. HTP is entitled to unilaterally amend or supplement the Conditions. Amendments and/or additions to the Conditions by the Client will only bind HTP if they have been agreed in writing.
3. The acceptance of the Quotation as referred to in article 3 paragraph 1 implies acceptance of the applicability of the Conditions.
4. The applicability of the Client's general terms and conditions is excluded to the extent

that they conflict with these Conditions, unless otherwise agreed in writing.

### **Article 3. Assignment**

1. The Agreement is formed between HTP and the Client by acceptance of the Quotation by the Client. The Quotation reflects the content of the Agreement, barring proof to the contrary. HTP reserves the right to refuse assignments or parts of assignments.
2. Amendments to the Agreement will be exclusively agreed in writing; amendments by the Client that lead to costs higher than those that could be accounted for in the Quotation, will be invoiced by HTP to the Client as additional costs.
3. The performance of the Services by HTP will take place exclusively for the Client. Third parties may not derive any rights from the Quotation, the Agreement or the Services, unless otherwise agreed in writing.

### **Article 4. Fees, costs**

1. The fees charged for the work carried out by HTP will be charged on the basis of the hourly rate or rate that is laid down in the Agreement.
2. All amounts exclude VAT and exclude travel and accommodation costs, unless otherwise agreed in writing.
3. The fees do not include third-party costs, such as payments to certified or inspection bodies.
4. HTP is entitled to engage third parties on behalf of the Client to perform the Services, insofar as HTP deems this desirable for the proper performance of the Services. The Client will pay all third-party costs incurred by HTP within the framework of the Agreement directly to the relevant third party.
5. HTP reserves the right to amend the rates. Amended rates apply from the time that are implemented by HTP.

### **Article 5. Invoicing and payment**

1. HTP will invoice the Client on a monthly basis and payment of the invoice must take place within two weeks of receipt thereof by the Client, unless otherwise agreed in writing. Payment must take place in accordance with the data stipulated on the invoice submitted by HTP. The Client is not entitled to suspend or setoff payment.
2. If the Client fails to make payment within the payment term referred to in paragraph 1, he will be in default by operation of law without any further notice of default being required. In that case the Client is liable, without further warning, to pay statutory commercial interest on the outstanding invoice amount from the due date of the invoice up to the date of payment in full.
3. If the Client does not pay or does not pay in time, HTP reserves the right to suspend or terminate its activities. All costs ensuing from the late payment by the Client are for the account of the Client. These costs include all judicial and extrajudicial costs, such as the costs of a demand, collection, and legal representation. The extrajudicial costs amount to at least 15% of the sum to be claimed.

### **Article 6. Personnel**

1. HTP is at liberty to assign the employees it deems suitable to perform the Services, unless HTP and the Client agree otherwise in writing.
2. Sickness or temporary or permanent occupational disability of the employee(s) involved releases HTP from the full and timely fulfilment of the Agreement, without the Client being entitled to any compensation for costs incurred or loss suffered. If such situation arises, HTP will inform the Client immediately.
3. The employees of HTP are obliged to keep all information, business data, data files and other confidential information that comes to their knowledge during the performance of their activities, safe and secret.
4. The Client may not employ HTP's employee(s) within one year after termination of the Agreement, nor may the Client negotiate with this/these employee(s) on future employment, unless agreed otherwise by HTP and the Client in writing.

## **Article 7. Default and termination**

1. If progress in the performance of the Services by HTP is delayed as a result of default or force majeure on the part of the Client, HTP is entitled to charge the Client for all additional or unnecessary costs incurred as a result of the delay in addition to the agreed sum, without prejudice to its right to claim further costs and the loss suffered by it.
2. If the Client cancels part or the whole of the Agreement, the Client is obliged to compensate HTP for all reasonable costs incurred by HTP for the purpose of performing the Services, without prejudice to the right of HTP to claim further costs and the loss suffered by it.
3. HTP is entitled to prematurely terminate the Agreement without further notification if:
  - the Client fails to fulfil any payment obligation;
  - the Client fails to comply with any laws and regulations applicable to it;
  - the Client's company is bankrupt, has been granted a moratorium or is in liquidation;and HTP will inform the Client hereof immediately.

## **Article 8. Liability**

1. HTP always exercises the utmost care with respect to all of its Services.
2. HTP is not liable for any loss caused by or in connection with the performance of the Services, unless HTP is guilty of wilful misconduct or gross negligence. If an attributable breach exists, the Client must inform HTP of this as soon as possible in writing.
3. If HTP, despite the provisions laid down in paragraph 2, is at any time liable for any loss, then such loss is limited to the maximum amount agreed in relation to the Agreement. Indirect loss, including consequential loss, will not be compensated.
4. HTP is not liable for loss suffered as a result of errors, shortcomings or force majeure on the part of the Client, nor on the part of any relevant third parties engaged by it to perform the Services for the Client as referred to in article 4, paragraph 4.
5. HTP is not responsible nor liable for measures taken by the Client as a result of the Services performed, nor is it liable for any non-compliance by the Client of any obligation resting on Client pursuant to laws and regulations.

## **Article 9. Intellectual Property Rights**

1. All intellectual property rights including but not limited to copyrights with regard to materials, models, diagrams and any possible other documentation/products relating to the Services are exclusively vested in HTP, unless HTP and the Client agree otherwise in writing.
2. The Client may not commercially use or make available to third parties any (details from and/or parts of) documents, products, work methods etc. made available by HTP, nor may it advise third parties on the basis thereof.

## **Article 10. Applicable law**

1. The legal relationship between HTP and the Client is exclusively governed by Dutch law.
2. All disputes ensuing from or connected to the Agreement and the Conditions will be exclusively settled by the competent district court in Gelderland, unless otherwise prescribed by law.

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