

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

OF:

C-F11 B.V.

Trading brands: Cavell, Cavell Group, Cavell Works, Cavell Consulting

Amsteldijk Zuid 181  
1188 VN Amstelveen  
Netherlands

Kvk registration: 32096658

hereinafter to be referred to as: user

### Article 1 Definitions

1. In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.

User: the user of the general terms and conditions.

Client: user's opposite party.

Agreement: the agreement concerning the provision of services.

### Article 2 General

1. The present terms and conditions shall apply to each and every offer, tender and agreement between user and a client, to which user has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.

2. The present terms and conditions shall also apply to all agreements with user, the execution of which calls for the services of third parties.

3. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.

4. The client's general terms and conditions shall only apply if parties have explicitly agreed in writing that said general terms and conditions shall apply to the present agreement with the exclusion of the present general terms and conditions. In that event possibly still conflicting stipulations in the user's and clients' general terms and conditions shall only apply between parties, if and in so far that they are a part of user's general terms and conditions.

5. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, user and client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### Article 3 Offers and Tenders

1. All offers shall be free of obligation unless the offer contains an acceptance term.

2. The offers made by user shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. User shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.

3. Terms of delivery given in user's offers shall only be tentative and exceeding these terms of delivery shall not entitle buyer to dissolution or damages, unless explicitly agreed upon otherwise.

4. The prices given in above-mentioned offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless user indicates otherwise.

5. If the acceptance deviates (on secondary items) from the offer given, user shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless user indicates otherwise.

6. A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the given quotation.

7. Offers and tenders shall not apply automatically to future assignments.

#### Article 4 Execution of the Agreement.

1. User shall execute the agreement to the best of his knowledge and ability.

2. If and in so far required for the proper execution of the agreement, user shall have the right to have certain work done by third parties.

3. The client shall see to it that user shall be provided in due time with all data which user has said to be necessary or which the client must in all reasonableness understand to be necessary to the execution of the agreement. If user has not been provided in due time with the data necessary to the execution of the agreement, user shall have the right to suspend the execution of the agreement and / or to charge the client for the additional costs resulting from the delay at the generally accepted rates.

4. User shall not be liable for damage of whatever nature caused by the fact that user worked on the basis of incorrect and / or incomplete data provided by the client, unless user should have been aware of said incorrectness or incompleteness.

5. If parties have agreed that the agreement will be executed in stages, user can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

6. If user or third parties engaged by user within the scope of the assignment do work at client's site or at a site designated by client, client shall provide the employees having to work there free of charge with all facilities desired in all reasonableness by said employees.

7. If user has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a term to be observed on penalty of forfeiture of rights. If a term is exceeded, the client must give user notice of default in writing.

8. Client shall safeguard user against possible claims filed by third parties who may sustain damage attributable to client in connection with the execution of the agreement.

9. If execution of the agreement in stages has been agreed upon, user can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

#### Article 5 Changes to the agreement

1. If it is shown during the execution of the agreement that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.

2. If parties agree that the agreement needs to be changed or supplemented, this decision may influence the time of completion of the execution. User shall inform the client thereof as soon as

possible.

3. Should the change or supplement to the agreement have any financial and / or qualitative consequences, user shall inform client thereof in advance.
4. If a fixed fee has been agreed upon then user shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fee.
5. Contrary to the conditions of paragraph 3, user shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to user.

#### Article 6 Duration of the Contract; Term of Execution

1. The agreement between user and a client shall be entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.
2. If a term has been agreed to complete certain work within the term of the agreement, then this term shall never be a term to be observed on penalty of forfeiture of rights. If the term of execution is exceeded, the client must consequently declare user in default in writing.

#### Article 7 Fee

1. Parties can agree upon a fixed fee the moment the agreement is concluded.
2. If no fixed fee has been agreed upon, the fee shall be determined on the basis of the number of days or hours actually spent on the work. The fee shall be calculated in accordance with user's usual hourly rates, valid for the period in which the work is being done, unless a deviating hourly rate has been agreed upon.
3. The fee and a possible cost estimate shall be exclusive of VAT.
4. With respect to assignments with a duration of more than one month, the costs owed shall be charged periodically.
5. If user and the client agree upon a fixed fee or an hourly rate, user shall nevertheless be entitled to increase this fee or rate.
6. User shall be allowed to charge on price increases, if changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages as well as if the power to increase the price is the result of a power given to the user by law or if the user is obligated to increase the price by (virtue of) law.
7. User shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the user, that user cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon. In that case user shall notify the client of his intention to increase the fee or the hourly rate, whereby user shall communicate the volume of said increase and the date on which it shall take effect.

#### Article 8 Payment

1. Unless otherwise agreed in advance, payment must be made within 28 days from the date of invoice, in a way to be indicated by user and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfillment of the payment obligation.
2. If client fails to fulfill his payment obligation within the term of 28 days, then client shall be in default by operation of law. In that event, client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount

due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full.

3. User's claims against client shall become due on demand in the event that client's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

4. User shall be entitled to have the payments made by the client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. User shall have the right, without this leading user to be in default, to refuse an offer for payment, if the client designates a different sequence of attribution. User shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.

5. User has the possibility to charge a credit limitation surcharge of 2%. This surcharge will not be charged if payment is made within 7 days from the date of invoice.

#### Article 9 Retention of Title

1. All goods delivered by user, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., shall remain user's property until client has fulfilled all of his obligations under all agreements concluded with user.

2. Client shall not be authorised to pledge or encumber in any way the goods falling under the retention of title.

3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, client shall be held to inform user thereof as soon as can reasonably be expected.

4. The client shall undertake to insure the goods delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.

5. Goods delivered by user falling under the retention of title by virtue of the stipulations under 1. of the present article, may only be sold on within the framework of normal business activities and must never be used as instrument of payment.

6. In the event that user wishes to exercise his ownership rights mentioned in the present article, client shall give user or third parties to be appointed by user, now for then, unconditional and irrevocable permission to access all sites and locations where user's property might be found and to take these goods back.

#### Article 10 Collection Charges

1. If the client fails to fulfill his obligations (in due time) or defaults on them, then all reasonable costs incurred by the user, including all extrajudicial costs and debts paid, shall be borne by the client. If the client remains in default of payment within the set time period, he forfeits immediately payable a fine of 15% on the amount due or Euro 500, whichever is the greater.

2. If user demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.

3. The reasonable judicial and execution costs possibly incurred shall equally be borne by client.

4. The client shall owe interest over the collection charges.

#### Article 11 Inspection & Complaints

1. The client must notify user in writing of complaints about the work done within 8 days following their detection, but no later than within 14 days following completion of the work concerned. The notice of

default must give as detailed a description as possible of the shortcoming, so that user is in a position to respond adequately.

2. If a complaint proves to be well-founded, user shall yet do the work as agreed upon, unless such has become demonstrably useless in the meantime to the client. The client must notify user in writing if the latter is the case.

3. If it is no longer possible or useful to still do the work with respect to the provision of services agreed upon, user shall only be liable within the limits of article 15.

#### Article 12 Cancellation

1. Both parties shall be entitled to cancel the agreement at all times.

2. If the agreement is terminated prematurely by client, user shall be entitled to compensation of the loss of capacity utilization to be demonstrated caused by said premature termination, unless the termination is based on facts and circumstances which can be attributed to user. Client shall furthermore be held in that event to pay the statement of expenses for the work done up till that moment. The preliminary results of the work done up till that moment shall then be put at client's disposal subject to approval.

3. If the agreement is terminated prematurely by user, user shall see to it in conjunction with client that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to client.

4. If the transfer of the work still to be done entails extra costs for user, said costs shall be charged to client.

#### Article 13 Suspension and Dissolution

1. User shall be authorized to suspend the fulfillment of the obligations under the agreement or to dissolve the agreement, in the event that:

- client does not fulfill or does not fully fulfill his obligations resulting from the agreement

- after the agreement has been concluded, user learns of circumstances giving good ground to fear that the client will not fulfill his obligations. If good ground exists to fear that the client will only partially or improperly fulfill his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.

- client was asked to furnish security to guarantee the fulfillment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.

2. User shall furthermore be authorized to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfillment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.

3. If the agreement is dissolved, the user's claims against the client shall be forthwith due and payable. If user suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement.

4. User shall always retain the right to claim damages.

#### Article 14 Return of Goods Put at Client's Disposal

1. If user has put goods at client's disposal during and in connection with the execution of the agreement, client shall be held to return the delivered goods within 14 days in their original state, free of defects and in their entirety. If client fails to fulfill this obligation, all resulting costs shall be at client

's expense.

2. If, for any reason whatsoever, client still remains in default to fulfill the obligation mentioned under 1. after being warned to do so, user shall be entitled to recover the resulting damage and costs, including replacement costs, from client.

#### Article 15 Liability

1. Should user be liable, then said liability shall be limited to the stipulations of the present condition.

2. If user is liable for direct damage, then said liability shall be limited to a maximum of twice the amount of the statement of expenses, at any rate that part of the assignment to which the liability relates, at any rate to a maximum of € 1000000,-(in words: euro one Million.). User's liability shall at all times be limited to a maximum equaling the amount of the payment to be made by user's insurer in the occurring event .

3. In the event of an assignment with a duration of more than 6 months, the liability shall, contrary to the stipulations under 2. of the present article, be limited to the part of the fee still due for the last six months.

4. Direct damage shall be understood to be exclusively:

- the reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present terms and conditions

- the reasonable costs possibly incurred to have user's faulty performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to user;

- the reasonable costs incurred to prevent or limit the damage, in so far client demonstrates that said costs have led to the limitation of direct damage as meant in the present general terms and conditions.

5. User shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

6. The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of user or his subordinates.

#### Article 16 Safeguarding

1. The client shall safeguard user against claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement.

2. If the client provides user with information carriers, electronic files or software etc. , the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

#### Article 17 Transfer of Risk

1. The risk of loss of, or damage to the goods being the subject of the agreement, shall be transferred to client the moment said goods are judicially and/or actually delivered to client and therefore fall into the power of client or of third parties to be appointed by client.

#### Article 18 Force Majeure

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which user cannot have any influence but which prevents user from fulfilling his obligations. Industrial action at user's company shall also be understood to be a circumstance of force majeure .

3. User shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the obligation(s) impossible, commences after the point in time on which user should have fulfilled his obligation.

4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfillment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

5. Insofar user has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, user shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this statement of expenses as if it were a separate agreement.

#### Article 19 Secrecy

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

2. If a statutory provision or a judicial decision compels user to convey confidential information to third parties designated by law or by the court and user cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, user shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

#### Article 20 Intellectual Property and Copyrights

1. Without prejudice to the other stipulations of the present general terms and conditions, user shall reserve the rights and authorities to which user is entitled under the Copyright Act.

2. All documents, such as reports, advice, agreements, designs, sketches, drawings, training and education materials, software, etc., provided by user, shall be destined to be used by client exclusively and must not be reproduced, made public or brought to the notice of third parties by client without prior consent from user, unless the nature of the documents provided dictates otherwise.

3. The designs, sketches, drawings, training materials, films, software and other material or (electronic) files, possibly produced by the user within the framework of the agreement, shall remain user's property, irrespective of the fact whether they have been handed over to the client or to third parties, unless agreed upon otherwise in writing.

4. User shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

#### Article 21 Samples and Models

1. If a sample or model has been given to client, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.

2. In the event of an assignment concerning immovable property, the surface area or other

measurements and indications given shall also be assumed to be merely indicative without any obligation to have the product to be delivered correspond with it.

#### Article 22 Non-employment of the opposite party's personnel

1. Throughout the duration of the agreement and for one year following termination thereof, client shall not in any way hire, or employ in any other way, be it directly or indirectly, staff of user or of enterprises whom user has engaged to execute the present agreement and who are (were) involved in the execution of the agreement, without prior consultation.

#### Article 23 Disputes

1. The Court in user's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. User shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.

2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

#### Article 24 Applicable Law

1. Dutch law shall apply to each and every agreement between user and the client. The Vienna Sales Convention shall be explicitly excluded.

#### Article 25 Changes to the Terms and Conditions , interpretation and their Location

1. The present terms and conditions have been filed at the office of the Chamber of Commerce in Amsterdam and are available on the Cavell website ([www.cavellgroup.com](http://www.cavellgroup.com)).

2. The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.