

GENERAL TERMS

Used for Van Heun Consulting.

1 General

1.1 Under this Terms of Sales and Delivery is understood:

Contractor: The undertaker who handles these terms.

Principal: The Contractual counterpart of the independent undertaker.

1.2 These terms are applicable on all tenders from the Principal, on all agreements that the Contractor closes and on all agreements that could be the consequence of these.

1.3 Contractor explicitly denies the appropriateness of eventual general terms from the Principal.

2 Tender and establishment of agreement

2.1 An agreement is established for the reason that the Contractor sends a written confirmation from the order or instruction of Principal.

2.2 All tenders of Contractor are not firmly established.

2.3 As Principal provides information, drawings, etc. to the Contractor, the Contractor may start from this correctness and will base her tender consequently.

3 Price

3.1 The Contractor is entitled to raise the agreed price in the mean time, if and as long as the unforeseen cost raise circumstances emerge after the closing of agreement, and also after sending out the tender.

3.2 Travel and accommodation costs are not included in the price, as well as all additional costs and advance payments.

4 Advices, designs and materials

4.1 The Principal cannot derive rights from the Contractor's advices which are not relating to the order provided.

4.2 The Principal is responsible for the calculations, designs and drawings by or on behalf of him, as well as the suitability of materials provided by or on behalf of him.

5 Intellectual property

5.1 The Contractor reserves at all time all rights on plans, documents, images, drawings, software that they have created, and/or related information and "know-how", and even when the costs for that purpose are charged or improvements are placed after the sales, even though this is not requested by the Principal.

5.2 They may not be entirely nor partly copied without written permission from the Contractor, other than for the purpose of internal usage by the Principal, nor disclosed to the third parties, handed over or otherwise announced, nor used or placed at the disposal of the Principal other than its purpose, wherefore they are provided by the Contractor.

5.3 The Principal guarantees the Contractor against the intellectual property rights violation by the third parties.

6 Payment Terms

6.1 Unless otherwise is agreed, the following payment arrangement applies: payment is within 14 days after the (part) invoice date.

6.2 In spite of the agreed payment terms, the Principal is obligated to provide certainty considered as sufficient upon the request of the Contractor. If the Principal does not accomplish this within the required period, he goes directly in default. Then the Contractor has the right to annul the agreement and recourse his loss on the Principal.

6.3 The Principal's right to calculate his claims on the Contractor is explicitly excluded, unless the Contractor becomes in the state of bankruptcy.

6.4 The entire claim to the payment is immediately claimable if:

- a. A payment period is exceeded;
- b. The Principal is bankrupt, or is in suspension;
- c. The Principal is dissolved or liquidated as company;
- d. The Principal is put under legal restraint or passes away, as natural person.

6.5 Fine interest: in business transactions, the Principal is indebted to a fine interest within thirty days after the invoice is received. If the invoice is sent already before the Contractor has delivered the service and/or goods, a period of 30 days after the acceptance of goods or service applies. In arrears, the fine interest enters into effect by right without requiring a negligence expression.

6.6 The fine interest is in the amount of 7% plus the interest from the European Central Bank. In the calculation of the interest, part of a month is considered as a whole month.

6.7 For transactions with consumers, the legal interest applies which is fixed by the Dutch government. In the calculation of the interest, part of a month is considered as a whole month.

6.8 When a payment is not within the agreed period is occurred, the Principal is owed all extra collection costs to the Contractor. These costs are calculated as follows:

over the first € 3.000	15%
over a specific to € 6.000	10%
over a specific to € 15.000	8%
over a specific to € 60.000	5%
over a specific from € 60.000	3%

6.9 As the actually created extra costs surpass the above calculation, the actually created costs are indebted to the Principal.

6.10 If the Contractor is put at a judicial procedure, and the judge finds for the Contractor, all costs that he shall make regarding this procedure are for the Principal's account.

7 Delivery

7.1 The work is considered as delivered when: the Principal has used the work, approved the work, or if the Principal has not made any objection within fourteen days after the Contractor has informed him in writing that the work is completed.

7.2 The work is equally considered as delivered if the Principal retains his approval on the basis of small shortages that can be repaired within thirty days and that the commissioning will not hinder the operation.

8 Delivery time

8.1 The delivery time given to the Contractor always applies as an approach, by which the Contractor is always assumed that he can perform the order under the terms as these are notified to him in the issuance of the delivery time.

8.2 The delivery time is into effect when all necessary and agreed terms for the implementation of the order are met.

8.3 If the terms as intended in the first paragraph are obviously different, the Contractor can extend the delivery time with the time that he needs to implement the order under the altered terms.

8.4 If there is a case of additional work, the Contractor can extend the delivery time accordingly.

8.5 If the Contractor is entitled to the delay, the delivery time is extended according to the agreement.

8.6 If there is some impracticability, for instance bad weather conditions, the delivery time is extended anew with that period of time.

- 9 Infeasibility of the order**
- 9.1 The Contractor has the right to delay the agreed operations if he is temporarily prevented to accomplish his obligations caused by circumstances, which are outside of his influence or of which he was not or can not be informed in the concluding of the agreement.
- 9.2 Shortcoming of suppliers, cessations and operational interruptions, weather's influence, theft or other means of materials loss are in each case the circumstances as intended in the previous paragraph.
- 9.3 If the accomplishment remains impossible, the agreement can be abrogated for the part which is not accomplished yet. In this case, the Principal reserves no right on compensation of the loss resulted from the abrogation.
- 10 Alterations in the operation**
- 10.1 If the scope of the order provided to the Contractor is altered on any reason after the concluding of related agreement, the Contractor has the right to charge the Principal for eventual additional work.
- 10.2 There is a case of additional work if the information provided by the Principal is not concurred with the reality. Additional work is calculated on basis of price determining factors at the moment upon which the additional work was performed. Less work is calculated on basis of price determining factors at the moment upon which the agreement was concluded.
- 11 Abrogation**
- 11.1 If the Principal does not meet any obligation from the agreement concluded with the Contractor properly or promptly, as well as in case that the Principal is in state of bankruptcy, payment suspension or under legal strain, or halting or liquidation of its company, the Contractor has the right to abrogate the agreement entirely or partly, and then to postpone the (further) implementation of the agreement. The Contractor is in these cases furthermore entitled to immediately demand satisfaction of that which is hers by right.
- 11.2 One and another lets the remaining Contractor's future rights unimpeded, among which is included the right on compensation of loss suffered as consequence of the abrogation.
- 11.3 As mentioned in the first paragraph, the Contractor is never held to any compensation of loss to the Principal in case of an abrogation.
- 11.4 If the Principal after the negligence expression is prevented also to have a proper accomplishment by the Contractor, the Principal has the right to abrogate the agreement.
- 11.5 Circumstances which deliver a force majeure situation for the Contractor are in each case: behavior, if not for intention or significant fault of persons, of who the Contractor uses in the implementation of the agreement; impropriety of matters of which the Contractor uses in the implementation of the agreement.
- 11.6 Also in the abrogation with mutual approval, the Contractor preserves also his right on compensation of loss resulted from this abrogation.
- 12 Claims, complaints**
- 12.1 Claims and complaints shall be come about in writing and as soon as possible, yet at the latest within 48 hour after ascertaining otherwise in invisible shortages within 48 hour after the shortages can be ascertained reasonably.
- 12.2 Demands and defenses, well-grounded on the assumption that the Contractor in some kind of way would have shortcomings, are rendered as void by the course of 1 year after the closing of the order upon which they are related.
- 13 Warranty**
- 13.1 The Contractor guarantees the reliability of his accomplished achievement for six months.
- 13.2 If the achievement as intended in the previous paragraph is consisted of the acceptance of the work, the Contractor guarantees the virtue of the delivered work and used materials for six months, provided that he can freely determine this.
- 13.3 Eventual parts to be replaced should be post-paid sent to the Contractor, and the travel and accommodation costs as well as dismantling costs should be charged by the Principal.
- 13.4 If the achievement as intended in the paragraph 1 is consisted of the manufacture of materials delivered by the Principal, the Contractor guarantees the reliability of the manufacturing for six months.
- 13.5 In case that the achievement as intended in the previous paragraph is not durable implemented, the Contractor should manufacture the manufacture anew, and also provide the repair, those with the option given Contractor.
- 13.6 If the achievement mentioned in paragraph 1 is consisted of delivery of a matter, the Contractor guarantees the reliability of that matter for six months after the delivery.
- 13.7 If the intended matter in previous paragraph does not reply to the agreement, the Contractor is free to determine whether he a new matter delivers, the matter repairs, or that he credits the invoice. In each case, the Principal should return the concerned matter post-paid to the Contractor.
- 13.8 The Contractor should be given opportunity in all time to repair an eventual shortage of his achievement to accomplish anew.
- 13.9 The Principal has the right on the guarantee merely if he has met all obligations against the Contractor.
- 13.10 No guarantee is provided for shortages as a consequence of : incompetent usage, normal wear, not or improper maintenance implementation, and installation, reparation, assembling and modification by third parties.
- 13.11 No guarantee is provided on used matters.
- 14 Property reservation**
- 14.1 The Contractor remains the owner of the matters they have delivered, as long as the Principal is unreliable in the accomplishment of his obligations from related agreement, or from other similar sort of agreements, among which is expressly conceived the corresponding and unsettled invoices from the Contractor or invoices from the Contractor that will not be settled.
- 14.2 Demands resulted from the Principal's incapability in satisfying her obligations such as fines, loss, interest and costs, falls under the working of this property reservation.
- 14.3 As long as there is a property disclaimer break upon the matters, the Principal may not disapprove these.
- 14.4 After the Contractor his property disclaimer requested, he is free at all time to collect the related matters at the Principal. The Principal provides beforehand the permission to the Contractor to enter the site where the matters are to be found.
- 14.5 If the Contractor's property disclaimer is blocked by mixture, matter forming, checking or transformation, the Principal is obligated to deposit new formed matter to the Contractor.
- 15 Liability**
- 15.1 Contractor is merely liable for the loss suffered by the Principal, which are straightly and purely resulted in consequence by shortcomings caused by the Contractor, provided that the compensation is merely considered for loss, against which the Contractor is insured, and also reasonable, considering the usages applied in the sector, duly insured, therefore the following limitations should be observed.
- 15.2 Maximum loss amount to be claimed by the Principal is 4 weeks compensations from the Contractor.
- 15.3 Not included to the compensation is the damage by company, deprivation of incomes and alike, caused by whatever reason.
- 15.4 The Contractor is never liable for damage caused deliberately or by significant fault of third parties.
- 15.5 Loss to be compensated by the Contractor will be moderated, if the price to be paid by the Principal is insignificant in proportion to the size of the loss suffered by the Principal.
- 16 Applicable right and forum option**
- 16.1 Only the civil judge who is authorized in the establishment location of the Contractor, is authorized to examine the disputes.
- 16.2 Dutch law is applied