

General Terms and Conditions Adviesbureau Intersona B.V.

General

These general terms and conditions form part of all agreements entered into with **Adviesbureau Intersona B.V.**, registered in The Netherlands at Elburgerweg 29 (8162 NN) Epe, -hereinafter referred to as Intersona- and client(s).

Definitions

Client: natural or legal person with whom Intersona has entered into agreement(s) – including interim adjustment of the assignment and/or additional work - related to the provision of services.

Contractor: Intersona.

Assignment: best efforts obligation with regard to the performance of work activities.

Work activities: Measurements, calculations and advice for client.

Article 1: Applicability

- 1.1 These general terms and conditions apply to each offer, tender and assignments (therefore also to any additional assignments and subsequent assignments) which the client gives to Intersona.
- 1.2. A legally valid deviation from these general terms and conditions can only be made if and as far as this has been explicitly agreed in advance between client and Intersona. The client cannot derive any rights from these agreed deviations with respect to future agreements.
- 1.3. General terms and conditions of client and/or thirds will only apply if and as far as Intersona has accepted the applicability thereof expressly and in writing.

Article 2: Offers and assignments

- 2.1 Offers issued by Intersona are based on the data provided by client. All offers are non-binding and without obligations, unless expressly stated otherwise.
- 2.2 If and as far as required for a proper performance of the agreement, Intersona is entitled to let specific work activities be performed by thirds.
- 2.3 Intersona retains the right to refuse or limit the performance of service without stating reasons.
- 2.4 An assignment given to Intersona by the client binds Intersona only if it has been confirmed

in writing by Intersona or persons authorized thereto in writing. Intersona's confirmation of assignment is, subject to immediate notice to the contrary from client, deemed a correct representation of the agreement, or as the case may be as soon as Intersona has started with the performance of the assignment.

- 2.5 Intersona's assignment confirmation is based on the data provided by the client and Intersona can proceed on its correctness. Client undertakes to provide Intersona timely with all data and documentation in the desired form which Intersona deems necessary for the proper performance of the given assignment.
- 2.6 Intersona will exert itself to observe the delivery time/performance term as far as possible, however exceeding the delivery time/performance term does not give a right to compensation, suspension, or dissolution of the agreement.
- 2.7 The assignment is performed only for the client's benefit. Thirds cannot derive any rights from the content of the performed work activities. Client safeguards Intersona against all claims of thirds which follow from the work activities which Intersona has performed for the client, with reference to article 6 of these general terms and conditions.

Article 3 Intellectual property

- 3.1 Intersona retains the rights and authorities it is entitled to based on copyright law and other intellectual property rights and regulations.
- 3.2 Drawings, technical descriptions, designs and calculations, which are made by Intersona in the offer as well as in the frame of the agreement for services, remain, also after the formation of the agreement, the property of Intersona. The intellectual property, including copyrights, trademark rights etc., all accrue to Intersona.
- 3.3 Intersona has the right to use the knowledge it has acquired due to the performance of an agreement also for other purposes, as far as this does not involve transfer of strictly confidential information of client to thirds.

Article 4 Confidentiality and exclusivity

- 4.1 Intersona undertakes to maintain confidentiality to thirds regarding information of a confidential nature and/or information provided by client and/or data acquired due to its processing, except in case of an obligation by or by force of law.
- 4.2 The stipulated in article 3.3 however applies in full.

Article 5 Liability

- 5.1 Intersona is never liable for any direct and/or indirect loss, including resulting loss, loss of profits, lost savings, loss due to business interruption, loss due to personal injury, depreciation of goods, as direct or indirect result of the work activities performed by Intersona or otherwise, unless they are the result of intent or gross negligence.
- 5.2 Intersona is never liable for any direct and/or indirect loss caused by (a) third(s) it has involved.
- 5.3 If Intersona is held liable, then this liability is limited to what has been stipulated in this clause.
- 5.4 Intersona is not liable for loss, of whatever nature, occurring because Intersona has proceeded from incorrect and/or incomplete data provided by or on behalf of the client.
- 5.5 If Intersona would be liable for any loss, then Intersona's liability is limited to a maximum amount of the invoice value of the order.
- 5.6 In any case Intersona's liability is always limited to the amount paid by its insurer as the occasion arises.
- 5.7 The limits set to liability included in this article do not apply if the loss is the result of intent or gross negligence of Intersona or its managing employees.
- 5.8 The owners, directors and employees of Intersona are never personally liable towards client for the loss which has arisen during the performance of the assigned work activities at/or on behalf of the client.
- 5.9 Client is liable for all damage and loss caused by loss, theft, fire or damage to our goods, tools and materials of Intersona, as soon as they are at the work site, one and another as far as it is not the result of intent or gross negligence of Intersona's employees.

Article 6 Indemnity

- 6.1 The client indemnifies Intersona against any claims of thirds, who suffer loss due to the performance of the agreement and of which the cause is attributed to other parties than Intersona. If Intersona is addressed by thirds under that heading, then the client is obliged to assist Intersona in- as well as outside of juridical proceedings and immediately perform all which may be required from him in such event. If the client remains at default regarding taking adequate measures, then Intersona is entitled to proceed thereto without notice of default. All costs and loss suffered as a result at the side of Intersona and thirds, are fully at the expense and risk of the client.
- 6.2 With regard to goods which Intersona has at its disposal in connection with the performance of an assignment, client is obliged to safeguard Intersona fully against any claims of thirds, also if it concerns claims for compensation due to loss which can directly be linked to those goods.

Article 7 Prices

- 7.1 All prices of the offers, tenders and/or agreements made by Intersona are exclusive of VAT, levies, rights, travel and accommodation costs, other assignment related costs, unless set out or agreed otherwise.
- 7.2 Changes in rights, taxes and duties are passed on at all times despite of the agreed price.
- 7.3 The costs of additional work activities and adjustments to the assignment are passed on to the client.

Article 8 Payment

- 8.1 Payment will take place without deduction, discount or settlement within 30 days after the invoice date, unless another payment term has been agreed.
- 8.2 Intersona is entitled to charge an advance. This advance will be specified by Intersona at the assignment confirmation. This advance will be settled with the final payment.
- 8.3 In case of non-payment or if the payment term is exceeded, the client owes a contractual interest rate of 1% per month or per partial month over the amount due without requiring any demand or notice of default.
- 8.4 All juridical and extra-juridical costs which Intersona has to make for client with respect to non-performance of the payment obligation by client, are at the expense of the client. The extra-juridical costs minimally amount to 15% of the amount owed, with a minimum of 100 Euro and are immediately due and payable because of the bare fact that the client does not meet his payment obligation, such without prejudice to the right of Intersona to claim the amount of the actual loss suffered if this exceeds the rate mentioned.
- 8.5 In case of non-timely payment by client all other which is owed is also immediately due and payable while Intersona is entitled in that case to suspend or declare dissolved all further or not fully performed agreements, without prejudice to the right to claim compensation for the loss and the lost profit.

Article 9: Research, complaints and time limit

- 9.1 The client is obliged to examine the delivered, or to have it examined by another party, immediately at the moment that the advices are provided to him or the work activities concerned are performed respectively. In this respect the client has to examine whether the quality and/or quantity of the delivered is in accordance with what has been agreed and meets the requirements agreed by parties in that respect. Any complaints should be notified to us in writing within eight days after delivery of our advice, report or completion of our work activities. The notification should include a description of the default detailed as much as possible, so that Intersona is able to react adequately. The client should give Intersona the

opportunity to investigate a complaint or have it investigated by another party.

- 9.2 If the client fails to submit a complaint within the term set out, then this does not suspend his payment obligation. In that case the client is also obliged to take receipt of and pay for the ordered items and that what he has ordered Intersona to perform.
- 9.3 If notification of a default is given at a later time, then the client is not entitled to any rectification, replacement or compensation.
- 9.4 If it is established that an item is defective and a complaint has been filed in time, then Intersona will adjust its advice/report within a reasonable term.
- 9.5 If it is established that a complaint is unfounded, then the costs which have arisen due to that complaint, including research costs, at the side of Intersona fully are to the expense of the client.
- 9.6 In deviation from the statutory time limits, the time limit of all claims and defences towards Intersona and the thirds involved by Intersona for the performance of the agreement, is three years.

Article 10: Force Majeure

- 10.1 Intersona is not obliged to perform any obligation if it is hindered as a result of a circumstance which is not attributable to negligence and is borne by him nor by force of law, a legal action or generally accepted standards.
- 10.2 In these general terms and conditions force majeure means all that is included under that heading by the law and jurisprudence, all external causes, foreseen and unforeseen, which cannot be influenced by Intersona, but due to which Intersona is unable to fulfil the obligations.
- 10.3 Intersona is also entitled to appeal to force majeure, if the circumstance preventing (further) performance, occurs after Intersona should have fulfilled its obligations.
- 10.4 During the period that the force majeure continues the parties can suspend the obligations of the agreement. If this period continues for more than two months then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.
- 10.5 As far as Intersona has meanwhile performed or will be able to perform its obligations following from the agreement, and the part performed or to be performed is attributed a separate value, then Intersona is entitled to invoice separately the part already performed or to be performed respectively. Client is obliged to pay this invoice as if it were a separate agreement.

Article 11: Applicable right and forum selection

- 11.1 Dutch law exclusively applies to the agreement for services between Intersona and the client,

also if this agreement is fully or partially performed abroad.

- 11.2 The Dutch court, the Court of Midden-Nederland, location Zutphen, and as of 1-4-2013 the Court of Gelderland, location Zutphen, is competent to give judgment on a possible dispute.
- 11.3 Parties will first appeal to the court after they have made every effort to solve the dispute through mutual consultation.