

General terms and conditions of iE&D Solutions BV

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KvK nr. 12059885.

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Article 1 Definitions

In these general terms and conditions, the following words shall be deemed to have the following meanings:

1. **The contractor:** the legal entity iE&D Solutions BV
2. **Client:** the party purchasing services and/or goods from the contractor;
3. **Agreement:** the agreement between iE&D Solutions BV and the client;
4. **Price:** the price of the goods or the services

Article 2 Applicability

1. These general terms and conditions apply to all agreements between iE&D Solutions BV and the client, irrespective of the services and/or goods supplied. Any terms and conditions of purchase or otherwise of the client are not applicable, unless they have been explicitly accepted by iE&D Solutions BV in writing in the agreement.
2. The terms which have been agreed in writing by iE&D Solutions BV and its client are binding.
3. If the agreement is preceded by a preliminary study, iE&D Solutions BV will inform the client clearly and in good time of the conditions in this regard.
4. An initial interview and a customised offer are entirely free of charge and without engagement.

Article 3 Conclusion of the agreement

1. The agreement is binding after having been signed by both the client and iE&D Solutions BV.
2. A signed registration or application form, a signed written confirmation, a signed financial proposal, and a signed offer or a registration or assignment sent by e-mail shall also be deemed to be an agreement.
3. An agreement is drawn up provided there is complete consensus between the parties about its contents and the conditions under which it is to be carried out.
4. For this purpose, iE&D Solutions BV and the client must set forth in concrete terms in the agreement the question to be answered, the approach to be taken, the scope and the intended results of the project.

Article 4 Collaboration

1. In view of the need for the client to lend its cooperation to carrying out the agreement, the client will always provide all useful and necessary details or information in good time. If details necessary for the performance of the agreement are not made available to iE&D Solutions BV, or not in good time, or not in accordance with the arrangements, or if the client does not satisfy its obligations in some other way, this may give cause for the performance of the agreement to be suspended, and extra costs may be charged on the basis of the usual rates of iE&D Solutions BV.
2. iE&D Solutions BV undertakes to create circumstances such that all persons in the client's organisation who must collaborate in carrying out the agreement, for example in steering committees or project groups, are clearly aware of what this collaboration entails.

Article 5 Realisation

1. The time required for the realisation is stated approximately and never as a strict deadline, unless a binding duration is expressly included in the agreement.
2. With regard to the realisation, iE&D Solutions BV shall only be in default after, successively, a binding duration has been exceeded, after which the client has granted iE&D Solutions BV a reasonable period for performance, and after this reasonable term has been exceeded, has sent iE&D Solutions BV notice of default by registered letter.
3. iE&D Solutions BV is obliged to perform to the best of its ability in carrying out all agreed assignments and in obtaining the agreed results. In the event of serious problems with continuity, iE&D Solutions BV will take measures such that a solution can be achieved as soon as possible.
4. The client will be kept informed of progress on the work and the various phases of a training programme or project.

Article 6 Cancellation

1. If there are reasonable grounds on which to do so, the client is authorised to cancel the agreement.
2. In that case the client is obliged to make payment for the preparation already carried out and/or the preparation costs already incurred. These costs will be charged to the client, accompanied by documentation.
3. iE&D Solutions BV is authorised to cancel an assignment.
4. Under these circumstances the client is entitled to a full refund of the amount paid to iE&D Solutions BV.
5. If, while the assignment is being carried out, facts or circumstances occur which will, or might, affect the consensus which was originally reached, then iE&D Solutions BV will consult its client about this in good time in order to adjust the arrangements to the altered situation and to set them forth in a new contract.

6. If iE&D Solutions BV must cancel or postpone a training course due to unforeseen circumstances, the client must give it the opportunity to provide the service at some other time.
7. After consultation, the client may allow another person to take part in the training programme or course in the place of the registered participant, provided iE&D Solutions BV is notified of the replacement in good time.
8. If the client or a participant/candidate designated by the client is absent after the start of a training programme, course or assessment, terminates participation early, or does not participate / is not present for some other reason, the costs already incurred on the part of iE&D Solutions BV will be charged to the client, accompanied by documentation.

Article 7 Rates

1. All rates are exclusive of value added tax (VAT) and other government levies.
2. In respect of activities which are not included in an agreement, whether no-cure-no-pay or otherwise, iE&D Solutions BV will make clear-cut price arrangements with the client and document them in advance.
3. In the event that this proves in practice to involve a deviation of more than 10%, it will be discussed with the client immediately, and a new offer will first be drawn up for this purpose.
4. Costs are never charged for activities which have not been contracted out in advance by the client as valid assignments.

Article 8 Payment and collection

1. iE&D Solutions BV will charge the client the fees due by sending an invoice. The client must pay the amount due by remitting it to the designated bank account within 14 days of the invoice date.
2. If the client does not pay the amounts due within the agreed term, it shall be in default without any notice being required. iE&D Solutions BV is then authorised, without any further notice of default and/or judicial intervention, to demand payment in full of the outstanding amount, and to charge interest on this amount at a rate of 1.5% per month.
3. If, despite such demand, the client remains in default with its payment, iE&D Solutions BV will be obliged to refer the debt for collection. In addition to the amount due at such time, the client is then also obliged to reimburse both the extrajudicial costs of collection, the amount of which is fixed at 15% of the total amount with a minimum of EUR 125, and the other (judicial) costs incurred.
4. In respect of assignments that take place on the basis of no-cure-no-pay, the payment term applies as it is stipulated in the agreement.
5. iE&D Solutions BV is entitled to dissolve or to postpone the agreement with immediate effect if the client does not satisfy its obligation to make payment, is declared to be insolvent, applies for a suspension of payments or liquidates its company in full or in part, whereby the amount agreed for the assignment becomes immediately due and payable without any further notice of default and/or judicial intervention being required.

Article 9 Confidential information

1. The parties undertake to observe secrecy in respect of confidential information of the other party. Each party will take all reasonable precautionary measures in order to comply with this obligation as well as possible.
2. In accordance with the Personal Data Protection Act (Wbp), details which have been obtained in confidence from employees of the client will only be passed on to others if the person providing the information has been notified in good time of such use and this person has not expressed any objection.

Article 10 Intellectual property rights/copyright and rights of use

1. Copyright and the other rights of intellectual property apply to all materials, interview methods, proposals, advice, models, reports, software and so on published or issued by iE&D Solutions BV.
2. The client is authorised to reproduce documents for use in its own organisation, to the extent appropriate within the object of the assignment, as long as the copyright of iE&D Solutions BV is cited.
3. If and to the extent that it should appear that the client makes improper use of materials and/or interview methods, outside of the agreement, the client shall owe an immediately due and payable penalty to iE&D Solutions BV of EUR 30,000.
4. This penalty is without prejudice to the fact that, in addition, the client remains fully liable vis-à-vis iE&D Solutions BV for all damage and loss already sustained or to be sustained in the future by iE&D Solutions BV as a result.

Article 11 Liability

1. In relation to the liability for the damage that can ensue as a result of imputable failure on the part of iE&D Solutions BV, this is limited to the price already agreed with the client.
2. iE&D Solutions BV can never be made liable for:
 - ❖ consequential damage, resulting damage, lost profits and damage due to interruption of business operations;
 - ❖ damage that arises directly or indirectly from the incorrect interpretation and/or improper use of the knowledge, information, products or other goods or services supplied by iE&D Solutions BV;
 - ❖ damage that arises directly or indirectly from insufficient cooperation on the part of the client;
 - ❖ for the use and the application of systems and models furnished by iE&D Solutions BV such as electronic forms, computer programs, etc.;
 - ❖ all situations and/or cases of damage clearly involving force majeure.

Article 12 Disputes

1. All our agreements are governed by Dutch law.
2. A dispute exists if one of the two parties notifies the other of this in a registered letter.
3. All disputes that arise between iE&D Solutions BV and the client will be brought before the competent court.

These general terms and conditions of iE&D Solutions BV were filed with the Chamber of Commerce of the region of North Limburg in Venlo under file number 12059885 on 22 January 2008.