

10. PAYMENT

- 10.1 You must pay our claims within 14 days of the invoice date. You cannot offset our claims against any claim you may have against us.
- 10.2 Are you not paying on time? Then we will send you a reminder. Do you still not pay after that? Then you will have to pay interest based on 8% per year on the outstanding amount.
- 10.3 If we reasonably have to incur judicial and extrajudicial (collection) costs, these will also be at your expense.
- 10.4 If we find that your payment behaviour or your financial situation demands it, you must provide us with (additional) security as soon as possible. We may decide in what form. If you do not provide the requested security, we may suspend further execution of our commission after carefully weighing up the interests. We will then no longer perform any work for you.
- 10.5 Did you commission us together with someone else? If so, you are both jointly and severally responsible for paying our claims.

11. DO YOU HAVE A COMPLAINT?

- 11.1 We naturally treat your order with attention and care. Do you still have a complaint about the way we carried out your assignment? Or about an invoice? If so, you can submit your complaint to us in writing.
- 11.2 You must submit your written complaint within 60 days of receiving the documents or invoice to which your complaint relates. Could you reasonably discover the cause for your complaint only later? Then you must file the complaint within 60 days after you could have discovered the cause.
- 11.3 Your complaint will be treated confidentially.
- 11.4 If you have filed a complaint, you must still fulfil your payment obligation.
- 11.5 Do you disagree with the way we handled the complaint? Then the dispute resolution procedure will come into effect as set out in Articles 16.2 and 16.3 of these general terms and conditions.

12. LIABILITY

- 12.1 Should we unexpectedly make a professional error, our liability is limited. We are liable up to a maximum of three times the amount of the fee for the relevant (partial) assignment over the last calendar year.
- 12.2 If the fault was caused by intent or gross negligence on our part, these restrictions do not apply.
- 12.3 Was the error caused by you providing us with incorrect or incomplete information? Then we are not liable for the resulting damage.

13. WITHIN WHAT TIMEFRAME SHOULD YOU ADDRESS US?

- 13.1 Do you believe you have a claim against us? Or do you think you are entitled to dissolve the agreement with us? Then you must claim against us within one year after the completion or delivery of the (sub)contract to which your claim relates. After this period, your right to claim against us expires.

14. WHAT AGREEMENTS APPLY TO COMMUNICATION WITH US?

- 14.1 We use the contact details you provide for our communications with you. If these contact details change, you must notify us in writing. Only then will we use those new details.
- 14.2 We can communicate with you by regular mail as well as by e-mail. However, there are risks associated with using e-mail and the internet. These include distortion, delay, interception, manipulation and viruses. We are not liable for any damage that may result from the use of e-mail and/or the Internet.
- 14.3 Is there a dispute about the content of an e-mail? Or about whether we have received your e-mail? Then the data extracts from our computer systems are decisive.

15. PRIVACY

- 15.1 The use of our services may involve the processing of personal data. For most of our services, we thereby act as a data controller as referred to in Article 4 subsection 7 of the General Data Protection Regulation (AVG). Naturally, we then comply with all requirements imposed on us by virtue of the AVG. For certain specified services, we may act as processors as referred to in Article 4 sub 8 of the AVG. In those specific cases, where we qualify as a processor, we will draw up a processor agreement with you.
- 15.2 We will take appropriate technical and organisational measures to secure personal data processed by us. Our employees and other natural persons who process personal data under our responsibility have a duty of confidentiality with respect to the personal data provided by you. We will take appropriate measures to prevent unauthorised persons from gaining access to the personal data.
- 15.3 Personal data held by us will be kept for the period of time specified by law or as we have agreed with you in our service order.

16. APPLICABLE LAW, MEDIATION AND CHOICE OF FORUM

- 16.1 All agreements you conclude with us are governed by Dutch law.
- 16.2 If we have been unable to resolve a dispute with you, we prefer to try to resolve it using mediation according to the then current regulations of the Mediators Federation Netherlands in Rotterdam.
- 16.3 If you do not choose mediation, or if the dispute is also not resolved through mediation, the dispute, or that part on which we do not yet agree, will be resolved in the manner laid down in the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam.



MODULE ADVICE

1. GENERAL

- 1.1 This module applies when we have agreed this with you. We confirm this in the order confirmation.
- 1.2 The conditions in this module apply together with the provisions of the general terms and conditions and form an inseparable part thereof.

2. WHAT CAN YOU EXPECT FROM US?

- 2.1 We will of course carry out your order to the best of our knowledge and ability.
- 2.2 We ensure that the assignment is always carried out by a person with the appropriate qualifications. What qualifications these are we agree with you in writing.
- 2.3 Would you like the job to be done by a specific person? Then we will try to arrange for that. We may, after consultation with you, replace this person with one or more other persons with the same or similar qualifications.
- 2.4 We try to complete the job within the deadline we give you in advance. However, we are often dependent on external factors. Therefore, the indication of the deadline is always non-binding. Unless we explicitly agree a fixed deadline with you.
- 2.5 Once we have agreed this with you, we complete our (partial) assignment with a report. We ask you to approve this report within 14 days. Have we had no response from you within this period? Then we will assume that you approve the report.

3. WHAT DO WE EXPECT FROM YOU?

- 3.1 To carry out the assignment properly, it is important that our consultant is carefully introduced within your organisation. We expect you to ensure this.
- 3.2 Our adviser needs information and access to certain documents for the assignment. We expect you to give these documents and data to our adviser when he requests them.
- 3.3 Does our consultant need facilities during the term of the commission for the execution of the commission (such as workspace, telephone, secretary, etc.)? Then we expect you to provide these facilities free of charge.

4. CAN YOU CANCEL THE ORDER?

- 4.1 Yes, you can. If you do so more than a month before the performance of the assignment starts, it is free of charge. But if you do so at a shorter notice, you have to pay 25% of the agreed offer amount. Would the assignment run longer than one month? Then the cancellation fee is limited to 25% of the portion you should have paid over the first month.



5. DURATION AND END OF THE ASSIGNMENT

- 5.1 The assignment starts at the time agreed with you. And comes to an end when the agreed work is fully completed.
- 5.2 Are you of the opinion that the assignment is not having the desired effect? Then you may terminate the assignment early. You must then give one month's notice. The same applies to us.
- 5.3 Do you cancel after this deadline? Then we are entitled to continued payment of the fee for one month. Would the assignment run for several more years? Then we are also entitled to compensation for one month for each year that the assignment would be expected to continue.



6. LIABILITY AND INDEMNITY

- 6.1 We perform the assignment only for your benefit. Third parties, such as your clients or parties you work with, cannot derive any rights from it.
- 6.2 You indemnify us against all claims brought against us by third parties that are (directly or indirectly) related to the work performed or advice given by us.

7. how do we deal with conflicts of interest or the transfer of STAFF?

- 7.1 We will not accept assignments from third parties during the execution of the assignment (and within three months of the termination of the assignment), if this may create a conflict with your interests.
- 7.2 Neither you nor we will actively recruit persons working for the other party. This applies during the term of the assignment. But also for a reasonable time thereafter.

