

## **Terms and conditions**

### **I. Applicability**

1. These terms and conditions shall apply to all quotations, service contracts and contracts for deliveries by HyMatters V.O.F., hereinafter referred to as contractor, except insofar as parties have explicitly agreed otherwise in writing.
2. The terms and conditions shall also apply to all follow-up assignments, amended assignments or additional assignments granted to the contractor or any (legal) persons employed by the contractor, as well as to all legal relationships arising from or in connection with these assignments.
3. These terms and conditions are also stipulated for the benefit of any third party who, whether or not under an employment contract, is deployed in the performance of any assignment, or is or could be liable in connection therewith.
4. Offers are without obligation, unless otherwise indicated. Assignments shall be accepted in writing.
5. Any purchase conditions or other conditions of the client shall not apply to agreements with the contractor.

### **II. Rates and payment**

1. All prices and rates are exclusive of sales tax (VAT) and other levies imposed by the government.
2. At the start of each new calendar year, the contractor shall be entitled to adjust its prices and rates to the price index for commercial services and transport – index 2015 = 100 – for the activities to be performed in the following year.
3. The payment term is 14 days, to be calculated from the invoice date. In the event of late payment, the client shall owe an interest rate of 1% per month on the unpaid amount, without a further notice of default being required.
4. If the client does not pay following a written reminder, they shall also be required, in addition to the amount being due at that time, to compensate the contractor for any judicial and extrajudicial collection costs, including legal expenses.

### **III. Confidentiality and secrecy**

1. During the performance of the contract, the client shall guarantee the confidentiality of the relationship with the client as far as possible.
2. The client shall grant the contractor permission to pass on data known within the organisation of the contractor to any individuals within the organisation of the contractor for whom this is useful in connection with the handling of the assignment or in connection with relationship management.
3. The client shall grant permission to use e-mail in communications.
4. The service provision by the contractor includes:
  - the provision of consultancy services and the performance of assignments;
  - the occasional potential sending of a newsletter or other (IT) information or information related to the contractor;
  - the occasional potential sending of information to do with announcements of and invitations and the registration for events;
  - the occasional potential sending of evaluation forms regarding events and/or the service provision.
5. The client shall keep the content of the quotation of the contractor and the content of the contract with the contractor confidential, to avoid interference with the interests of the contractor.

#### **IV. Intellectual property**

1. Intellectual property rights of the contractor shall not be transferred to the client, unless this is explicitly agreed in writing. Without prior written permission from the contractor, the client must not:
  - a. alter or edit;
  - b. sell, supply, encumber with a pledge et cetera  
any copyrighted works, including documents and software
2. The client shall be entitled to use the documents and other works specified in (1) exclusively for the purpose for which they have been provided.
3. The client shall guarantee that no third-party rights preclude equipment, software or other materials being made available for the performance of the contract. The client shall indemnify the contractor against any third-party claims with respect to this availability and the use of the equipment, software or other materials.

#### **V. Obligations of the parties and non-competition clause**

1. The contractor shall be required to perform their assignment as a reasonable and competent contractor.
2. The client shall supply any data in a timely manner and provide full cooperation to the extent required by the contractor for the proper performance of the assignment.
3. In the event the data and cooperation required for the proper performance of the contract are not or not available to the contractor within agreed timescales, or not in accordance with stipulated agreements, or if the client does not meet their obligations in any other way, the contractor shall send the client a written notice of default with due observance of the shortest possible term.
4. If the client has not supplied the data or has not given their cooperation within the specified term, the contractor shall be entitled to suspend the performance of the assignment. The contractor shall then also be entitled to charge the client any expenses arising from this as per the usual rates.
5. In this case, the contractor shall not be liable in any way for any damage sustained by the client as a result of the suspension.
6. The contractor shall not be responsible or liable for any acts and/or the performance of activities by employees and/or third parties involved in the performance of the assignment by order of the client.
7. During the term of the contract and up to a year following termination of said contract, the parties shall not mutually hire any employees who have been involved in the performance or contract nor have them perform activities, either directly or indirectly, other than following prior written permission from the counterparty. The client shall guarantee that the provisions in (7) are also honored by any third parties affiliated to the client, including societies in (and/or outside) the Netherlands, belonging to the group of the client or the group of which the client forms part.

#### **VI. Changes, more and less work**

1. The client shall accept that the time of completion of the activities and the budgeted costs could be influenced if the services and/or activities to be supplied are extended or amended.
2. The contractor shall notify the client as soon as possible in the event of circumstances that result in an adjustment of the assignment and/or the expected deployment and duration.

#### **VII. Liability**

1. If, during the performance of an assignment, an event occurs which results in liability of the contractor, said liability shall be limited to the amount paid out in the relevant case under the professional liability insurance taken out by the contractor, increased by the excess.
2. If the contractor is liable for any damage to individuals or objects, this liability shall be limited to the amount paid out under the general liability insurance (Dutch abbreviation: AVB) of the contractor, increased by the excess.

3. If, for whatever reason, none of the specified insurance schemes provides entitlement to any amount, any liability shall be limited to an amount that corresponds with the invoiced fee for the assignment from which the liability results, even in the event of a continuing performance contract. However, a maximum of €25,000 shall apply at all times. The above with the proviso that liability of the contractor for any indirect damage, consequential loss, loss of profits, missed savings and damage owing to business interruption shall be excluded.
4. A claim for compensation from the contractor shall lapse if it has not been brought before a competent court within a year after the damage was discovered or could reasonably have been discovered, except where it concerns a claim by a private consumer.
5. The client shall indemnify the contractor against any third-party claims in connection with the acceptance and/or performance of the contract.

#### **VIII. GDPR**

1. The contractor shall process the personal data of the client in accordance with the privacy statement, as can be requested from the contractor.

#### **IX. Cancellation and dissolution**

1. Beyond the provisions elsewhere in the agreement, each party shall be entitled to terminate the contract with immediate effect out of court, without any reminder or notice of default being required, if the other party:
  - requests (provisional) suspension of payment or if they are granted (provisional) suspension of payment, the other party files for bankruptcy or is declared bankrupt;
  - the business of the other party is liquidated;
  - the other party ceases their current business, or if a substantial proportion of the assets of the other party are seized, or if the other party should otherwise no longer be deemed capable of meeting the obligations under the contract.

#### **X. Applicable law and choice of forum**

1. Dutch law shall govern contracts between the client and the contractor.
2. Any disputes arising between parties shall be submitted to the competent judge of the Gelderland District Court in Arnhem, unless parties agree to settle their dispute otherwise, or have it settled otherwise.