

## **General Contract Conditions Ederlin Integration Services**

Version 19 October 2015

### **Article 1 General**

Under these General Contract Conditions is understood:

**Contractor:** Ederlin Integration Services, Chamber of Commerce nr. 64161544.

**Client:** The natural adult person who enters into an agreement with the Contractor.

These General Contract Conditions apply to all offers made by the Contractor, to all agreements concluded by the Contractor and to all agreements that may result from this. These conditions also apply to actions of third parties engaged by the Contractor in the context of the assignment.

The applicability of any other conditions of the Client is explicitly rejected.

If one or more stipulations in these general terms and conditions at any time wholly or partially become null and void or become void, then the other provisions in these general conditions remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.

If there is a lack of clarity about the interpretation of one or more provisions of these general contract conditions, then the explanation must take place 'in the spirit' of these provisions.

If a situation arises between the parties that is not regulated in these general contract conditions, this situation must be assessed in the spirit of these general contract conditions.

If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would in any way

lose the right to demand strict compliance with the provisions of these conditions in other cases.

## **Article 2 Offers**

All offers from Contractor are without obligation, unless a deadline for acceptance has been set in the offer. If no acceptance term is set, the offer always expires after 30 days.

The Contractor can not be held to its offers if the Client can reasonably understand that the offers, or a part thereof, contain an obvious mistake or error.

If the Client provides the Contractor with data, documents, etc., the Contractor may assume their correctness and base their offer on them.

The prices stated in an offer include VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping, telephone and administrative costs, unless stated otherwise.

## **Article 3 Establishment of the agreement**

1. An agreement is concluded when the Contractor sends a written confirmation of the order or assignment of the Client.
2. If the acceptance deviates (whether or not on minor points) from the offer, the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.
3. The Client shall ensure that all data, of which the Contractor indicates that they are necessary or of which the Client should reasonably understand that these are necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the data required for the execution of the agreement are not provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement. The execution period does not start earlier than after the Client has made the data available to the Contractor. The Contractor is not liable for damage of any kind, because the Contractor has assumed incorrect and / or incomplete information provided by the Client.
4. If a term has been agreed or specified for the execution of certain work or for the delivery of certain services, this is never a strict deadline. In the event that a period is

exceeded, the Client must therefore give the Contractor written notice of default. The Contractor must be offered a reasonable period in which to still execute the agreement.

5. The Contractor shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of affairs.
6. The Contractor determines - in consultation with the Client - how, when and where the agreement will be executed.
7. The Contractor has the right to have certain work performed by third parties. The applicability of article 7: 404 of the Dutch Civil Code is explicitly excluded.
8. The contractor is entitled to execute the agreement in various phases and to invoice the part thus executed separately.
9. If the Client is in default in the proper performance of what he is obliged to Contractor, then the Client is liable for all damage on the side of the Contractor thereby directly or indirectly arising.

#### **Article 4 Price**

1. If the Contractor agrees a fixed price with the Client, this price will not change if the scope of the agreement does not change.
2. If the scope of the assignment given to the Contractor changes after the conclusion of the relevant agreement for whatever reason, the Contractor is entitled to charge any extra work to the Client.
3. Additional work also applies if the information provided by the Client does not correspond with reality.
4. A composite quotation does not oblige the Contractor to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

#### **Article 5 Amendment of the agreement**

1. If the agreement is changed, including a supplement, then the Contractor is entitled to perform this first after it has been approved by the Contractor and the Client has agreed to the price stated for the execution and other conditions, including the time to be determined at which time it will be implemented. The non-execution or non-immediate performance of the amended agreement does not constitute a breach of

contract by the Contractor and is no reason for the Client to terminate or cancel the contract.

2. Without being in default, the Contractor may refuse a request to amend the contract.

## **Article 6 Suspension, dissolution and premature termination of the agreement**

1. The Contractor is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or not timely, fulfill the obligations arising from the agreement, after the conclusion of the agreement, or if the Contractor gets to know circumstances that give good reason to believe that the Client will not fulfill its obligations or if the delay on the part of the Client means that the Contractor can no longer be expected to comply with the agreement under the originally agreed conditions.
2. The Contractor is furthermore entitled to dissolve the agreement if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or if circumstances arise which are of such a nature that the unaltered maintenance of the agreement can not reasonably be expected from the Contractor. be required.
3. If the agreement is dissolved, the Contractor's claims against the Client will be immediately due and payable. If the Contractor suspends the fulfillment of the obligations, he will retain his rights under the law and agreement.
4. If the Contractor proceeds to suspension or dissolution, he shall in no way be obliged to pay compensation for damage and costs in any way whatsoever.
5. If the dissolution is attributable to the Client, the Contractor is entitled to compensation of the damage, including the costs, thereby arising directly and indirectly.
6. If the Client fails to comply with its obligations under the agreement and this non-fulfillment justifies dissolution, then the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, due to breach of contract, compensation or indemnification is required.
7. If the Client cancels an agreement in whole or in part, the work that has been performed and the ordered or prepared items will be immediately and integrally charged to the Client.

## **Article 7 Force majeure**

1. If the parties can not, not timely or not adequately fulfill the obligations under the agreement as a result of force majeure within the meaning of art. 6:75 of the Dutch Civil Code, these obligations are suspended until the moment that the parties are still able to meet them in the agreed manner.
2. In the event that the situation as referred to in the first paragraph occurs, the parties have the right to terminate the agreement in whole or in part and with immediate effect, in writing, without the right to any compensation.

## **Article 8 Payment and collection costs**

1. Payment must always be made within 30 days of the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise indicated by the Contractor in writing.
2. If the Client remains in default in the timely payment of an invoice, then the Client is legally in default. The Client then owes the statutory interest. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
3. If the Contractor is successful in legal proceedings, all legal costs that he has incurred in connection with this procedure shall be borne by the Client.

## **Article 9 Liability and indemnity**

1. If the Contractor is liable, then this liability is limited to what is stipulated in this provision.
2. The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor has assumed incorrect and / or incomplete information provided by or on behalf of the Client.
3. If the Contractor is liable for any damage, the liability of the Contractor is limited to no more than once the invoice value of the order, at least to that part of the order to which the liability relates.
4. The contractor is only liable for direct damage.
5. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.

6. The Client indemnifies the Contractor against any claims from third parties that suffer damage in connection with the execution of the agreement caused by the fact that the Client has not provided the Contractor with incorrect or incomplete information.

### **Article 10 Intellectual property**

The Contractor reserves the rights and powers that accrue to him on the basis of the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained through the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is brought to the knowledge of third parties.

### **Article 11 Applicable law and disputes**

1. All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is fully or partially executed outside the Netherlands or if the party involved in the legal relationship is domiciled there.
2. The judge in the place of business of the Contractor shall have exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.
3. The parties will first appeal to the court after they have made every effort to settle a dispute in mutual consultation.

### **Article 12 Change of general terms and conditions**

1. Applicable is always the last published version or the version that applied at the time of the realization of the legal relationship with the Contractor.
2. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.