

General terms and Conditions of WJ Projects

Article 1 Definitions

In these general terms and conditions (the 'General Conditions') the following terms have the following definitions, unless indicated otherwise:

Supplier: * W.J. Projects BV, with registered office at Nieuwe Hemweg 50, Amsterdam.

Client: Party with which the Supplier enters into a validly signed contract.

Contract: validly signed, accepted offer, work description, man hours of hired labour, confirmation of work (including, where appropriate, a valid proof of identity and/or extract from the Netherlands Chamber of Commerce date no more than three months previously).

Article 2 General

1. These General Conditions apply to all invitations to treat, offers, tasks, projects, and agreements between the Supplier and the Client(s), and their respective successors in title.

The standard terms and conditions of the Client only apply if they are accepted in writing by the Supplier.

2. These General Conditions also apply to contracts with the Supplier that involve third parties.

3. If any of the provisions of these General Conditions lapses, the other provisions herein will remain binding and the Parties will consult in order to agree a replacement provision, as far as possible having regard to the purpose and scope of the original provision.

Article 3 Offers

1. Offers made by the Supplier are based on the information provided by the Client. The Client guarantees that to the best of its knowledge it has supplied the information essential for the planning, performance and completion of the Contract.

Offers made by the Supplier are subject to contract and remain open for 30 days unless indicated otherwise. The Supplier is only bound by an offer if it is accepted by the Client within 30 days, unless indicated otherwise.

2. The prices quoted in the said offer are net of VAT, other state duties, and other costs incurred as part of the Contract, such as postage costs and administrative charges, unless indicated otherwise.

4. If the acceptance differs – even on minor points – from the terms of the offer, the Supplier is not bound by the acceptance and the Contract will not be performed on the basis thereof, unless the Supplier indicates otherwise.

5. A combined price does not oblige the Supplier to perform a part of the Contract for an agreed part of the combined price.

6. Offers do not automatically apply to future contracts.

Article 4 Provision of information and assistance

The Client will provide the Supplier in good time with all documents, information, and contacts necessary for the effective performance of the Contract.

Article 5 Performance of the Contract and engagement of third parties

1. The Supplier will carry out the work within the scope of the Contract to the best of its skill, expertise, and capacity.

2. Insofar as necessary for the effective performance of the Contract, the Supplier is entitled to engage third parties to perform part or the entire Contract. It will do so in

consultation with the Client, and will use its best endeavours to comply the agreed obligations and quality levels.

3. The Supplier is not liable for work carried out by any third party insofar as such third party has entered into a separate contract with the Client.

4. The Supplier is not liable for any loss arising from steps taken on the basis of incorrect or incomplete information supplied by the Client, unless it ought to be aware that such information is incorrect or incomplete.

5. If there is agreement for the Contract to be performed in phases, the Supplier will suspend work that forms part of a further phase until the Client has approved in writing the results of the phase just completed.

6. If the Supplier or any third party engaged by the Supplier performs work under the Contract on the Client's business premises or such other location specified by the Client, the Client will provide the relevant workers free of charge with such facilities as they may reasonably require.

Article 6 Contract changes, additional work

1. The Client acknowledges that the scheduling of the Contract may be influenced by any changes to the approach, working methods, or scope of the Contract, and the work arising therefrom, as subsequently agreed between the Parties. If on the Client's instructions there are subsequent changes to the performance of the Contract, the Supplier will make the necessary changes as required by the Client.

If this results in additional work, it will charge this to the Client as a separate contract. The Supplier may charge the Client for any extra costs in making changes to the Contract.

2. As an exception to section 1 of this article, the Supplier will not charge any additional costs if the change or addition to the Contract results from circumstances that cannot be attributed to the Supplier.

Article 7 Contract term; duration of performance

1. The Parties enter in to the Contract for an indefinite term, unless agreed otherwise in writing.

2. If within the Contract term a period is agreed for the completion of any specific work, this period is not a deadline. If this period is exceeded, it is up to the Client to serve the Supplier with written notice of default.

Article 8 Fees

1. Unless the Parties have agreed otherwise in writing, the Supplier sets its fees at an hourly rate.

2. The Supplier's fees include the cost of secretarial work and telephone charges. Travel time is charged at half the hourly rate. Travelling and accommodation costs will be charged in accordance with the terms set out in the offer. In all offers the Supplier only charges for time actually spent. If there is a risk that the time spent will exceed by more than 5% the amount specified in the offer, the Supplier will invoice this after consultation with the Client.

3. Fees are quoted net of VAT.

4. If the Supplier agrees an hourly rate with the Client, the Supplier may still increase this.

5. The Supplier may – without giving prior written notice – increase the agreed fee contained in the offer as of 1 January of each calendar year up to a maximum of the percentage indicated by Statistics Netherlands for the previous year's inflation rate. In the case of an increase in prices separate from inflation the Supplier may also increase

these prices. The Client may terminate the Contract in the event of an annual increase of more than 10%, except where such increase arises from compliance with any law.

6. The Supplier will notify the Client in writing of its plans to increase its fees pursuant to section 6 of this article, including the amount and start date thereof.

7. If the Client disagrees with the increase planned by the Supplier, it may terminate the Contract in writing within two weeks of receipt of notice of the increase, to take effect as from the start date of the increase as specified in the Supplier's said notice.

Article 9 Payment terms

1. Payment must be made within two weeks of the invoice date, unless agreed otherwise. Any objection to an amount invoiced is not a valid reason to delay payment.

2. If payment is not made by the payment date the Client is automatically in breach and the Supplier is entitled to charge statutory interest on the debt. The Client will calculate the interest over the sum payable as from the date on which the Client is first in breach, up to the date of payment in full, whereby a part month will be calculated as a full month. The costs of issuing a reminder or formal demand for payment are €100.00 each time and payable by the Client.

3. If payment is overdue by more than one month, the Supplier will suspend performance of the Contract until payment is made.

4. In the event of a liquidation, insolvency attachment order or moratorium in respect of the Client, the Supplier's claims against the Client become immediately due and payable.

5. The Supplier is entitled to apply payments made by the Client first to pay costs, then to pay accrued interest, and finally to pay the outstanding principal sum and continuing interest. The Supplier may – without thereby being in breach – refuse an offer of payment if the Client stipulates a different order of precedence for repayment. The Supplier may refuse the complete payment of the principal sum if the payment is insufficient to also pay outstanding and accruing interest and costs.

6. In the event of non compliance with its obligations, the Client is liable for all judicial and extrajudicial costs incurred to be able to enforce payment by the Client.

Article 10 Completion of Contract

The Contract is completed in financial terms once the final bill has been approved by the Client. The Client must indicate whether it approves within 30 days of the invoice date, failing which the invoice is deemed to have been approved. All goods supplied to the Client remain the property of the Supplier until they have been paid for by the Client.

Article 11 Retention of title

1. All goods supplied by the Supplier, such as designs, sketches, drawings, films, Software, and electronic or other files, remain the property of the Supplier until the Client has complied with all its obligations.

2. The Client is not authorized to pledge or otherwise encumber property that is subject to retention of title.

3. In the event of any third-party attachment upon the goods subject to retention of title, or steps taken to secure or enforce any rights thereon, the Client must notify the Supplier of such fact as soon as reasonably possible.

4. The Client must insure the goods subject to retention of title at all times against fire, explosion, water damage, and theft, and provide the Supplier with a copy of the insurance policy immediately on request.

5. Goods supplied by the Supplier that are subject to the retention of title described in section 1 of this article may only be sold on in the normal course of business and never used as a method of payment.

6. In the event that the Supplier wishes to exercise its ownership rights as stipulated in this article, the Client hereby gives unconditional and irrevocable consent to the Supplier – or to such third party designated by the Supplier – to access all locations where the property of the Supplier is stored in order to retrieve it.

Article 12 Inspection and complaints

1. Any complaint about the work performed must be notified in writing to the Supplier within two weeks of the invoice date and no later than three weeks following completion of the relevant work. The notice of breach must give as detailed description of the defects as possible, to enable the Supplier to respond adequately.

2. If a complaint is justified, the Supplier will perform the work in the agreed manner, unless the Client indicates in writing that it would be demonstrably pointless to do so.

3. If the performance of the agreed work is no longer possible or useful, the Supplier is liable for the breach within the scope of Article 16.

Article 13 Termination

1. Either party may unilaterally terminate the contract at any time.

2. If termination is before the end of the contract term, notice must be in writing, giving the reasons for termination.

3. In the event of early termination by the Client, the Supplier is entitled to compensation based on the average sum invoiced per month up to that point. The provisional results of the work performed up to that point will be conditionally made available to the Client.

4. In the event of early termination by the Client, the Supplier will, on request and in consultation, ensure the transfer of work still to be performed to a third party.

5. Any additional costs involved in this transfer are the liability of the Client.

Article 14 Suspension and termination

1. The Supplier is entitled to suspend performance of its obligations or terminate the contract if:

- The Client is in breach of its obligations;

- There are reasons to suspect the Client will not comply with its obligations, in which case suspension is only permitted insofar as justified by the breach;

- At the time the contract is signed the Client is required to provide security for compliance with its obligations and it fails to provide such security, or sufficient security.

2. The Supplier may also terminate the contract if circumstances prevent performance of the contract or if the Supplier can no longer be required or expected to perform the contract without changes.

3. If the contract is terminated, the claims of the Supplier against the Client become immediately enforceable. If the Supplier suspends performance of its obligations it nevertheless preserves its rights under the law and the contract.

4. The Supplier always reserves the right to compensation.

Article 15 Return of loaned property

1. If the Supplier has loaned property to the Client for the performance of the contract, the Client must return such property within 14 days of such written request, in its original condition, complete and undamaged. If the Client fails to comply, it is liable for all costs resulting from such non-compliance.

2. If the Client remains in breach, even after being served with notice of default, the

Supplier may recover from the Client its losses and costs arising therefrom, including the costs of replacement.

Article 16 Liability

1. The Supplier has a best endeavours obligation in respect of the performance of a contract, but is not liable for the results obtained. It is only liable for breaches in the performance of a contract that are the result of the careless or inexpert giving of advice and performance of work.
2. If the Supplier is liable for direct loss, then this liability is limited to no more than the sum invoiced and the amount paid out by the Supplier's insurer in the particular case.
3. As an exception to section 2 of this article, in the event of a contract with a term in excess of six months, liability is limited to the part of the fees owed over the preceding six months.
4. In no circumstances can any claim be made by the Client for loss resulting from loss of income, or for indirect or consequential loss.
5. The Client has a period of three months following completion of the contract in which to submit any written claim alleging breach in the performance of the contract.

Article 17 Indemnities

1. The Client indemnifies the Supplier against any third-party claim pertaining to intellectual property rights to materials or information supplied by the Client and used in the performance of the contract.
2. If the Client provides the Supplier with data carriers, electronic files or, for example, software, the Client guarantees that these data carriers, electronic files, or software are free from viruses and defects.

Article 18 Transfer of risk

1. The risk of loss or damage to goods pertaining to the contract transfers to the Client as soon as they have been legally and/or physically delivered to the Client.

Article 19 Force majeure

1. The Parties are not required to comply with their contractual obligations or any action imposed on them by any law or generally accepted principle, if they are prevented from doing so by circumstances for which they are not to blame.
2. 'Force majeure' here means – in addition to the definition supplied by statute and case law – all external factors, whether or not foreseen, on which the Supplier is unable to exercise any influence, and by which it is unable to comply with its obligations, including work stoppages at the Supplier's business, sickness, and/or occupational disability.
3. The Supplier is also entitled to rely on force majeure if the factor that prevents compliance/further compliance arises after a date by which it ought to have complied with such obligations.
4. The Parties may suspend their obligations during a period of force majeure. If the period of force majeure continues for longer than two months, then either part may terminate the contract, without thereby incurring liability to compensate the other party.
5. If at the time of force majeure the Supplier has satisfied some of its obligations or is able to still do so, it may invoice the Client for that part of the contract. The Client will then pay this invoice as if it pertained to a separate contract.

Article 20 Confidentiality

1. Each Party must preserve the confidentiality of all confidential information which comes into their possession for the purposes of the contract. Information is deemed

'confidential' if this is stipulated by the other party or if this is apparent from the information / type of information in question.

2. If the Supplier provides to any third party any confidential information pursuant to any statutory provision or court order, and is unable to rely on any right to legal privilege recognized or allowed by statute or the courts, the Supplier is not liable to pay compensation and the Client is not entitled to terminate the contract on the basis of its loss arising herefrom.

Article 21 Intellectual property and copyright

1. Further to its rights elsewhere in the General Conditions, the Supplier has the rights and authorities ascribed to it under the Dutch Copyright Act (*Auteurswet*).

2. Models, methods, and instruments developed and/or applied by the Client in the performance of the contract remain the property of the Supplier. Publication or other forms of disclosure thereof is not permitted without the written consent of the Supplier.

3. All documents supplied to the Client by the Supplier, such as reports, advice, instructions, designs, sketches, drawings, and software, may be used by the Client. The Client may copy these for its own use, but not publicize them or disclose them to any third party without the prior consent of the Supplier, unless there is anything in the documents that would indicate otherwise.

4. The Supplier reserves the right to use the knowledge acquired through the performance of the work for other purposes, insofar as this does not involve the disclosure of any confidential information to any third party.

Article 22 Other provisions

During the contract term and for a period of two years following its completion, the Client is not permitted to offer paid work (under a contract of employment or otherwise) to professionals who have acted for or on behalf of the Supplier in the performance of the contract. In the event of any breach of this prohibition, the Client is liable to pay the Supplier a penalty of €100,000 (one hundred thousand euros).

Article 23 Disputes

1. In the event of any dispute arising from a Contract or further contracts based thereunder, the Parties will try initially to resolve the dispute through mediation in accordance with the regulations of the Dutch Mediation Institute (*Stichting Nederlands Mediation Instituut*) in Rotterdam as are current at the start of the mediation process.

2. If it proves impossible to resolve the dispute through mediation, the dispute should be brought before the competent court.

Article 24 Jurisdiction

All Contracts between the Supplier and the Client are governed by Dutch law, even if the Client is domiciled, or has its registered office, abroad.

Article 25 Changes

These General Conditions have been filed with the Netherlands Chamber of Commerce for the area in which the Supplier is registered. The Parties are bound by the most recent version of the General Conditions to have been filed, or that were binding as at the time the Contract was entered into.