



## GENERAL TERMS AND CONDITIONS TURNER

Turner Maatschap is a partnership of legal persons, having its registered office in Leusden and registered with the Chamber of Commerce under number 51759241.

### Article 1 - Applicability

- 1.1 These general terms and conditions are applicable to all proposals, offers and agreements by and between TURNER MAATSCHAP, hereinafter referred to as: the "Contractor", and a client, hereinafter referred to as: the "Client".
- 1.2 Deviations from these terms and conditions can only be stipulated in writing and are only applicable to the agreement in the course of which they are stipulated. The Contractor expressly rejects the general terms and conditions possibly declared applicable by the Client.

### Article 2 – Offers and agreements

- 2.1 All proposals and offers of the Contractor are subject to contract.
- 2.2 Offers of the Contractor are based on the information supplied by the Client. The Client guarantees to the best of its knowledge to have supplied all essential information for the organisation and implementation of the assignment. The Contractor shall carry out the duties within the framework of the implementation of the assignment to the best of its knowledge and ability. This obligation has the nature of a best efforts obligation, unless stipulated otherwise in writing.
- 2.3 An agreement is deemed to have been concluded as soon as the Contractor confirmed the assignment orally or in writing or factually started the implementation of the assignment.

### Article 3 – Availability of information, employees and workspace by the Client

In order to have the implementation of the assignment proceed properly and as much as possible according to a time schedule, the Client shall timely provide all documents, data and information as required by the Contractor. This also applies to the availability of employees of the Client who are or shall be involved in the duties of the Contractor. If so requested by the Contractor, the Client shall on location gratuitously render a personal workspace available to the Contractor.

### Article 4 – The involvement of third parties in the implementation of the assignment

The involvement or hiring of third parties during the implementation of the assignment by the Client or by the Contractor shall exclusively take place in joint consultation.

### Article 5 - Personnel

- 5.1 Change in the advisory team  
The Contractor can, after consultation with the Client, change the composition of the advisory team if the former is of the opinion that this is required for the implementation of the assignment. A change in the advisory team can also take place at the request of the Client.
- 5.2 The recruitment or employment of mutual personnel  
The Contractor and the Client shall, neither during the implementation of the assignment nor during a period of one year after completion of the assignment, hire the personnel of the other party or carry on negotiations about employment with the personnel of the other party, other than in consultation with the other party during the course of which, if it regards personnel of the Contractor, the Contractor can impose additional conditions.

### Article 6 – Fees and costs of the assignment

The fees specified in the offer are excluding VAT, travel, accommodation and other assignment related costs (e.g. graphic costs), unless indicated otherwise in the offer. The Contractor shall be authorised to pass on an interim change in the level of the salaries or change in positions and the aforementioned reimbursement of costs.



#### Article 7 – Payment terms and conditions

- 7.1 The fee and the costs intended in article 6 are charged on a monthly basis by way of an advance invoice or invoice, unless stipulated otherwise in writing.
- 7.2 Payment of the invoices must take place within 21 days after the conclusion of each and every calendar month in which the Contractor carried out duties for the benefit of the Client. The Contractor shall provide for timely invoicing of the amounts payable by the Client. After expiry of the aforementioned time limit of 21 days legal interest shall be charged as from this due date and a possibly stipulated discount shall expire, without prejudice to the other rights attributed to the Contractor. If the Client objects to the invoice, it must expressly report this to the Contractor in writing within 10 working days after despatch of the relevant invoice. The Client shall by no means be authorised to suspend and/or offset obligations vis-à-vis the Contractor. If the payment behaviour or the financial position of the Client gives cause for this, the Contractor can, after a written notice has been given, unilaterally decide to increase and/or shorten the payment term of the invoices.
- 7.3 If the Client fails to comply with one or more obligations vis-à-vis the Contractor, all reasonable costs in order to obtain payment – judicially and extrajudicially – shall be at the expense of the Client.
- 7.4 If the assignment is awarded by more than one Client, all Clients are jointly and severally liable for compliance with the obligations as indicated in this article, regardless of the name on the invoice.

#### Article 8 – Change of the assignment / contract extras

The Contractor accepts the fact that the planning and the scope of the assignment can be affected if in the interim the parties agree to expand or change the approach, the method, the composition of the advisory team or the scope of the assignment and/or the duties deriving there from. This also applies if it becomes apparent during the implementation that terms and conditions or starting points appear to be incorrect.

If the interim change of the assignment, the implementation of the assignment or the composition of the advisory team is the result of an act or omission on the part of the Client, the Contractor shall implement the necessary changes, if and to the extent that the Contractor is of the opinion that this is required in connection with the quality of the supply of services. The Contractor shall be authorised to charge the additional costs associated therewith to the Client.

#### Article 9 – Term and conclusion of the assignment

The term of the assignment can, apart from the efforts of the advisory team, be affected by various factors, e.g. the quality of the information supplied to the Contractor and the cooperation given by or on behalf of the Client. In advance the Contractor can therefore not indicate precisely how long the completion time for the implementation of the assignment shall be and what the exact scope shall be.

From a financial perspective the assignment shall be completed as soon as the final invoice has been despatched by the Contractor. If the Client does not expressly object to the final invoice in writing within a time limit of 10 working days after despatch of the final invoice, the final invoice shall be deemed to have been approved.

#### Article 10 - (Interim) termination of the assignment / suspension and dissolution of the agreement

- 10.1 Each of the parties shall be authorised to terminate the agreement in the interim, or to suspend the same, if the implementation of the assignment by the Contractor can no longer take place in conformity with the confirmed offer and possible later additional assignment specifications, or when completion of the assignment can within reason no longer be desired and this can be blamed on facts and circumstances that are beyond the control of the terminating party and cannot be blamed on the same. If the agreement is terminated in the interim by the Client, or if the same is suspended, the Client shall be held to compensate the Contractor for the estimated loss of deployment and the hours and costs incurred up to that moment, in the course of which the standard fees shall then be applicable with retroactive effect. Granted discounts shall then immediately be claimable by the Contractor.



- 10.2 The Contractor shall be authorised to suspend the agreement and/or the supply of services, without any further notice of default and/or judicial intervention being required, if the Client does not, untimely or improperly comply with its obligations vis-à-vis the Contractor. The Contractor shall in that case not be held to pay the Client (any form of) compensation.
- 10.3 If one of the parties is declared insolvent, files for suspension of payment or discontinues its business operations, the other party shall be entitled to terminate the assignment without having to observe a notice period, without prejudice to the other rights attributed to the parties.

#### Article 11 – Intellectual property

Models, techniques, instruments, including but not limited to software, that are used for the implementation of the assignment and are included in the advice or research results are and remain the property of the Contractor, even if they have been modified or anonymised. Disclosure hereof can only take place after approval in writing has been obtained from the Contractor. The Client is entitled to duplicate documents for use in its own organisation, to the extent appropriate departing from the objective of the assignment. In case of interim termination of the assignment, the foregoing is equally applicable.

#### Article 12 – Confidentiality

The Contractor is held to observe confidentiality vis-à-vis third parties with regard to all information and data of the Client. Within the framework of the assignment the Contractor shall take all possible precautionary measures in order to protect the interests of the Client. The Client shall never make any statements to third parties about the approach of the Contractor at the Client, its method and the like, or make its report available to the same.

#### Article 13 – Liability

The Contractor shall be liable for failures in the compliance with its obligations by virtue of the agreement concluded by and between the parties, to the extent that they are the result of non-observance by the Contractor of the due care and expertise that can be expected during the presentation of advice within the framework of the concerned assignment. The liability for damages caused by failures is limited to the amount of the fee received by the Contractor for its duties within the framework of the assignment in question. In case of assignments with a term exceeding a period of six months an additional limitation of the aforementioned liability applies up to at most the invoiced amount over the last three months. Hence, the Contractor shall never be liable for any additional damages, including trading losses, lost profit, damages deriving from claims of third parties vis-à-vis the Client or any damages whatsoever, against which damages the Client shall therefore indemnify the Contractor. Possible claims of the Client in the aforementioned meaning must be lodged within one year after the detection of the damages, failing which the Client shall have exhausted its rights. In case of force majeure, in the course of which (further) implementation of the assignment can no longer be desired, the Contractor shall not be liable vis-à-vis the Client for any damages (in any form whatsoever).

#### Article 14 - Complaints procedure

The complaints procedure applies to the services of the Contractor, as filed with the Chamber of Commerce. Client has the possibility to submit a complaint by telephone or in writing.

#### Article 15 - Power of attorney and authority

The Contractor has granted a limited power of attorney to Turner Advies. The authorized representative is the managing partner of Turner Advies. The restrictions on the power of attorney have been deposited and can be viewed at the Chamber of Commerce.

#### Article 16 – Applicable law / dispute settlement rules

- 16.1 Dutch law is exclusively applicable to these general terms and conditions as also to all agreements concluded and still to be concluded by and between the parties.
- 16.2 All disputes deriving from or connected with these general terms and conditions or the agreements concluded and still to be concluded by and between the parties shall – if the dispute pertains to the statutory jurisdiction of the District Court – be settled by the District Court of the district in which the Contractor holds its registered office.