

GENERAL TERMS AND CONDITIONS FOR SERVICES

Article 1 General Provisions

- These conditions apply to all offers, quotes and contracts between **Randy Marques Consultancy**, hereinafter: the "User", and a Client to which User declared these conditions applicable, unless parties explicitly agreed other conditions in writing.
- The present terms and conditions also apply to contracts with the User which are performed together with third parties hired by the User.
- These general terms and conditions also apply to the User's employees and general management.
- The applicability of terms and conditions for purchase of goods or other terms and conditions of the Client are explicitly excluded.
- If at any time one or more provisions of the present general terms and conditions should be void or annulled, all other provisions of these general conditions remain fully applicable. In such event, User and Client will deliberate with each other in order to agree on new provisions in substitution of the void or annulled provisions, which will honour as much as possible the intent and purport of the original provisions.
- In case of doubt on the meaning of one or more provisions of the present general conditions, the meaning shall be construed following the intention of these provisions.
- If a situation arises between the parties for which these general terms and conditions do not provide, such situation shall be appreciated bearing the intention of these general conditions in mind.
- The User may not always require strict observance of these conditions; this does not imply, however, that the provisions hereof do not apply or that the User would lose in any way the right to require strict observance of these conditions in another situation.

article 2 Quotations and offers

- All quotations and offers made by the User are without engagement, unless the quotation states an acceptance deadline. If no acceptance deadline has been stated, no right can be derived from a quotation or offer if the product referred to in the quotation or offer has become unavailable.
- The User cannot be bound to his quotations or offers if the Client could reasonably understand that the quotations or offers or parts thereof contain an obvious mistake or writing error.
- The prices mentioned in a quotation or offer are exclusive of VAT and other legal taxes, possible costs to be made in the framework of the contract, including but not limited to travel, accommodation, shipment and administration expenses, unless otherwise specified.
- The User is not bound to the quotation or offer if it is accepted under conditions (whether or not on minor issues). In such event, the contract shall not be signed under these conditions, unless otherwise stated by the User.
- A price quotation consisting of several batches does not obligate the User to carry out a part of the order for a corresponding part of the quoted price. Quotations or offers do not automatically apply to future orders.

article 3 Duration of the contract, performance deadlines, transfer of risk, performance and alteration of the contract; price increase

- The contract between User and Client is signed for an indefinite period, unless otherwise implied by the nature of the contract or unless explicitly otherwise agreed in writing by the parties.
- Time limits that may have been agreed upon or stated with respect to the performance of certain activities or to the delivery of certain items are not of any implied contractual effect. As a consequence, if a time limit is exceeded, the Client must send a formal notice to the User. In this notice, the Client shall propose the User a reasonable term to perform the contract after all.
- The User shall perform the contract with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards, on foot of the state of the art existing at that time.
- The User is entitled to hire third parties to perform certain activities. The application of articles 7:404, 7:407 lid 2 and 7:409 of the Dutch Civil Code BW is explicitly excluded.
- If the User by the User perform activities related to the order at the premises of the Client or at premises indicated by the Client, the Client shall provide free of charge the facilities reasonably required by such workers.
- Delivery is ex works User. The Client is obliged to take the items at the moment they are made available to him, if the Client refuses to take the items or fails to supply information or instructions necessary for the delivery, the User is entitled to store the items at the Client's risk and expense. The risk of loss, damages or devaluation is transferred to the Client at the moment the items are made available to the Client.
- The User is entitled to perform the contract in various phases and to invoice the part thus performed separately.
- If the contract is performed in phases, the User may postpone the activities for the batches which are part of a next phase until written approval by the Client of the results of the preceding phase.
- The Client undertakes to immediately supply to the User all information required by the User as being necessary as well as all information the Client should reasonably understand is necessary for the performance of the contract. If the information required for the performance of the contract is not timely supplied to the User, the User has the right to postpone the performance of the contract and/or to charge the Client the extra costs the former incurred because of the delay, at the customary tariffs at that time. The performance term only starts after the Client supplied such information to the User. The User is not liable for any damage whatsoever resulting from the fact that it bases its activities on incorrect and / or incomplete information supplied by the Client.
- If during the performance of the contract it appears that it is necessary to change or add provisions to the contract in order to ensure proper performance, the parties shall adapt the contract timely and by mutual agreement. Alteration of the nature, extent or content of the contract at the request of or as directed by the Client, the competent authorities etc. or otherwise, leading to alterations in the quality and / or quantity of the contract, may have consequences for the originally agreed terms and conditions. This may lead to an increase or decrease of the price originally agreed upon. As far as possible, the User undertakes to make a prior quotation of such alterations in price. Alterations in the contract may lead to an alteration of the originally stated term of performance. The Client accepts the possibility that the contract may be altered, including alterations in price and term of performance.
- If the contract is to be altered and / or its scope is to be enlarged, the User is entitled to perform such altered contract only upon agreement by the authorized employee agent of the User's organization and upon receipt of the agreement of the Client with the price quoted for the performance and all other conditions, including the time - to be set at that moment - at which this altered contract is to be carried out. Failure to perform or to immediately perform the altered contract does not constitute a default of the User and is no ground for the Client to terminate the contract.
- Without being in default by doing so, the User may refuse a request to alter the contract if such an alteration could have an impact on the quality or quantity, for instance of the work to be carried out or the items to be delivered.
- If the Client fails to duly comply with any of his obligations towards the User, the Client shall be liable for all direct or indirect damages suffered by the User as a consequence of such failure to comply.
- Even if the User agrees a fixed fee or price with the Client the User is at all times entitled to increase such fee or such price. Such increase does not give the Client the right to terminate the contract if this price increase is a result of a competence or obligation required by any law or regulation or if it is a result from an increase of the price of raw materials, salaries and so on or on any other grounds which could not reasonably have been foreseen at the time the contract was entered into.
- If the increase of price which is not a consequence of an alteration of the contract is more than 10% and occurs within three months after the signature of the contract, only the Client entitled to appeal pursuant to Title 5, Section 3, Book 6 of the Dutch Civil Code has the right to terminate the agreement by giving formal notice, unless the User - is at that time willing after all to perform the contract on the basis of the originally agreed terms and conditions; - if the price increase is a result of a competence or an obligation that falls to the User by law; - if it was agreed that the delivery take place later than three months after the date of signature of the contract; - or, in the case of delivery of an item, if it has been agreed that delivery would take place later than three months after the purchase.

article 4 Suspension, termination and early termination of the contract

- The User is entitled to suspend performance of the obligations under the contract or to terminate the contract if the Client fails to comply in whole or in part or in time with the contract if after the signature of the contract circumstances came to the knowledge of the User which constitute reasonable grounds to fear that the Client will fail to comply with his obligations, if the Client has been asked at the time of the signature of the agreement to stand surety for the compliance of his obligations under the contract and he fails to do so (sufficiently) or if due to the Client's delay it is no longer reasonable to require from the User to perform the contract on the originally agreed conditions.
- The User is also entitled to terminate the agreement if circumstances occur which are of such nature that compliance with the contract has become impossible or if any other circumstances occur which are of such nature that it is not reasonable to require from the User that the contract be performed on the originally agreed conditions.
- In case of termination of the contract, the claims of the User to the Client are immediately due and payable. If the User withholds compliance with the obligations, he shall keep his claims under the law and under the contract.
- Suspension or termination of the contract by the User does not make him liable for any kind of compensation of damages and costs incurred as a consequence of this suspension or termination.
- If the Client is accountable for the termination, the User is entitled to compensation of the damages, including any direct and indirect costs incurred as a consequence thereof.
- If the Client fails to comply with his obligations under the contract and if this failure to comply justifies termination of the contract, the User is entitled to terminate the contract at once and with immediate effect without being obliged to pay any kind of damages or compensation, while the Client, by virtue of default, is obliged to pay damages or compensation.
- If the contract is prematurely terminated by the User, the User undertakes to transfer any work in progress to third parties, in consultation with the Client. This provision does not apply if the Client is accountable for the termination. Any extra costs incurred by the User in connection with the transfer of the work will be charged to the Client. The Client is obliged to pay these costs within the set time, unless otherwise stated by the User.
- In case of liquidation, a (request of) court-supervised business recovery or bankruptcy, attachment - if and to the extent that such attachment has not been terminated within three months - on the Client's account, debt relief or any other circumstances preventing the Client to dispose freely over his capital, the User is free to cancel the order or to terminate the contract at once and with immediate effect, without being liable for payment of any damages or compensation. If such an event occurs, the claims of the User to the Client are immediately due and payable.
- If the Client cancels in whole or in part an order that has already been placed, the work that has already been carried out and the items that have already been ordered or prepared, increased by the expenses for the supply, elimination and delivery thereof, if any, as well as the labour time reserved for the performance of the contract shall be charged in full to the Client.

article 5 Force Majeure

- The User cannot not be bound to comply with any obligation to the Client if it is prevented from compliance due to circumstances for which he is not liable neither pursuant to legal provisions, nor by virtue of a legal act nor according to common understanding.
- In these general terms and conditions, Force Majeure is construed, apart from the interpretation given by law and case law, as all causes foreseen or not, which are beyond the User's control, but which prevent the User from complying with his obligations, including labour strikes in the company of the User or of third parties. The User is also entitled to invoke force majeure if such circumstances preventing him from (further) compliance with the contract occur later than the time at which the User should have had complied with his obligation.
- During the period of force majeure, the User may defer the obligations under the contract. If such period exceeds two months, each of the parties is entitled to cancel the contract, without any liability whatsoever to pay damages or compensation to the other party.
- If at the time the Force Majeure occurs, the User partially complied or will be able to partially comply with his obligations under the contract, and if the part that has been complied with or that is to be complied with has intrinsic value, the User is entitled to invoice the part already complied with or to be complied with. The Client is bound to pay this invoice as if there were a separate contract.

article 6 Payment and debt collection expenses

- Payment is due within 30 days after the invoice date, in the way stated by the User and in the currency stated on the invoice, unless otherwise provided in writing. The User is entitled to notice periodically.
- Failure to pay an invoice in time the Client legally default. In such event the Client is charged with an interest of 1% per month, unless the legal interest rate is higher, in which case the latter is payable. The interest due on the amount payable shall be calculated from the moment on that the Client is in default until the moment of payment of the entire amount due.
- The User has the right to deduct payments made by Client firstly from the costs, subsequently from the interest in arrears and finally from the principal and the current interest. The User may refuse a payment offer without being in default for doing so, if Client proposes another order

for the allocation of the payment. The User may refuse full payment of the principal if the interest in arrears and the accrued interest and debt collection expenses are not covered.

- The Client is never entitled to set off whatever it owes to the User. Objections against the amount of an invoice do not suspend the obligation to pay. The Client which is not entitled to appeal pursuant to Section 6:5.3 (articles 231 to 247 of Book 6 of the Dutch Civil Code) is not entitled either to suspend payment of an invoice for any other reason.
- If the Client fails to comply (timely) with its obligations, all reasonable costs for obtaining justice outside of court are at the Client's expense. The extrajudicial costs are calculated on the basis of debt collecting practice in the Netherlands, currently the calculation method according to Rapport Voorwerk II. If however the User incurred higher debt collecting expenses which were reasonably necessary, the actual costs are to be paid. Legal costs and enforcement costs, if any, shall also be recovered from the Client. The Client shall also pay interest on the debt collecting costs.

article 7 Reservation of ownership

- The services provided and the items delivered by the User under the contract remain the property of the User until the Client duly met all of his obligations under the contracts signed with the User.
- The services provided and the items delivered by the User which fall under the reservation of ownership pursuant to paragraph 1 shall not be resold and shall never be used as a payment instrument. The Client has no no competency to attach or encumber in any other way the items covered by the reservation of ownership.
- The Client must always perform all that may be reasonably expected from him in order to safeguard the rights of ownership of the User. If attachment is made by any third party on the goods delivered goods or the services rendered which are covered by the reservation of ownership or if a third party wishes to establish or claim rights thereto, the Client is obliged to inform the User immediately. Furthermore, the Client shall effect with a reputable insurance company a policy or policies covering the items supplied under the reservation of ownership against fire, explosion and water damage and theft and shall upon first request of the User produce the relevant policy or policies. Should such insurance pay out the User is entitled to the amounts paid out. If necessary the Client undertakes in advance towards the User to cooperate to all that may be or that deems to be necessary or desirable in this respect.
- Should the User wish to exercise the ownership rights under this article, the Client gives in advance unconditional and irrevocable authorization to the User and to third parties to be designated by the User to access all premises where properties of the User are located and to take such items back.

article 8 Warranties, research and claims, limitation period

- The goods to be delivered by the User comply with the usual requirements and standards that may be reasonably imposed at the time of delivery and which apply in case of normal use of the goods in the Netherlands. The warranty mentioned in this article applies to goods meant to be used within the territory of the Netherlands. If such goods are used outside the territory of the Netherlands, it is the responsibility of the Client to verify whether such goods are fit to be used in such other location and whether the goods comply with the requirements in force in such location. In such event, the User may lay down different warranty and different conditions in connection with the goods to be delivered or the work to be carried out.
- The warranty under paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered good requires another kind of warranty or unless the parties agreed otherwise. If the warranty offered by the User refers to a good manufactured by a third party, such warranty is limited to the warranty offered by the manufacturer of such good, unless otherwise stated.
- Any form of warranty is void if a defect occurred because such good has been used improperly or after the best-before date, and in case of incorrect storage or maintenance of such good by the Client and/or third parties if the Client or third parties have amended or have tried to amend such good, have attached other items thereto which are not to be attached or if goods have been processed or incorporated contrary to the prescribed method and without the written authority of the User. The Client is not entitled to warranty either if the defect occurred as a consequence of circumstances beyond the User's control, including weather circumstances (including but not limited to extreme rain fall or temperatures) or oestera.
- The Client is obliged to inspect the delivered goods or to have them inspected immediately at the moment such goods have been made available to him or after the works have been carried out. The Client must check whether the quality and/or quantity of the delivered goods comply with what has been agreed and if they comply with the requirements agreed by the parties. Visible defects, if any, must be reported in writing to the User within seven days upon delivery. Hidden defects, if any, must be reported in writing to the User immediately, but in any case no later than fourteen days after the discovery thereof. Such report must contain a description of the defect that must be as detailed as possible, so that the User is able to respond correctly. The Client must allow the User to examine a complaint or to have it examined by a third party.
- A timely submitted complaint of the Client does not suspend its obligation to pay. Even in such case, the Client remains obliged to take and pay the other ordered items and any other items it ordered with the User.
- If a defect is reported at a later stage, the Client is not entitled to repair, replacement or compensation.
- If it is established that a good is defect and if the defect has been timely reported, the User shall replace or repair the defective item within a reasonable period upon return receipt, or, where it is not reasonably possible to return the good, the User shall, after receipt of the written notice of the defect by the Client, provide the Client with a replacement compensation, at the discretion of the User. In case of replacement, the Client is obliged to return the replaced item to the User and to render the ownership of such item to the User, unless otherwise stated by the User.
- If it has been established that a complaint is unfounded, the costs sustained in consequence of such complaint, including any inspection costs incurred by the User, are entirely at the expense of the Client.
- After the expiration of the warranty period any cost for repair or replacement, including administration and shipment expenses and call-out fees, shall be charged to the Client.
- Contrary to the statutory limitation periods, the limitation period of any claims and defences against the User and against the third parties hired by it to perform a contract, is one year.

article 9 Liability

- If User should be liable, this liability is limited under the provisions of this article.
- The User is not liable for such damages as may have been sustained in consequence of acts performed by the User based on incorrect and/or incomplete information provided by the Client.
- Should the User be liable for any damage, the User's liability is limited to twice the invoice value of the order, at any rate to such part of the order affected by the liability.
- In all cases the liability of the User shall never exceed the amount paid out by its insurance company in such a case.
- User is liable for direct damage only.
- Direct damage is understood as the reasonable costs sustained for establishing the cause and the extent of the damage, to the extent that such establishment relates to damage as construed under these general terms and conditions, as well as any reasonable costs sustained to adjust the inadequate performance of the User to make it comply with the contract after all, limited to the part the User can be held liable for, and the reasonable costs sustained to prevent or to limit damage, provided that the Client demonstrates that these costs have led to a reduction of the direct damage as understood in these general terms and conditions. The User is never liable for indirect damage, including consequential damages, loss of profit, missed cost saving opportunities and damages caused by stagnation of business.
- The limitation of liability under this article does not apply if the damage is due to intent or gross negligence of the User or its executive staff.
- User is not liable for having followed or implemented any kind of advice.

article 10 Indemnification

- The Client indemnifies the User against possible claims by third parties who may suffer losses as a consequence of the performance of the contract and of which the cause is attributable to others but the User. Should the User be held liable by third parties on such account, the Client is obliged to assist the User in and out of court and to carry out immediately all that may be expected from him in such a case. Should the Client fail to take adequate measures, the User is entitled to do so on his own initiative without formal notice to the Client. Any costs and damages for the User and third parties that may arise out of this act are fully at the Client's risk and cost.

article 11 Intellectual property

- The User reserves the rights and competences he is entitled to under the Copyright Act and under other laws and regulations on intellectual property. The User has the right to use for any other purpose the knowledge gained while performing a contract, provided that he refrains from sharing strictly confidential information of the Client with third parties.

article 12 Governing law and disputes

- All legal relationships in which User is party are exclusively governed by the law of the Netherlands, even if a contract is carried out in whole or in part in another country or if the party involved in the legal relationship has its principal place of business abroad. Applicability of the Vienna Convention on Contracts is excluded.
- Only the court in the User's principal place of business is competent to take cognizance of any dispute, to the exclusion of any other, unless otherwise imposed by imperative law. The User is nevertheless entitled to submit the dispute to the legally competent court.
- Parties shall only submit a dispute to the court after having made every effort to settle their dispute out of court.

article 13 Location and alteration of the terms and conditions

- These terms and conditions are registered at the Chamber of Commerce at Eindhoven.
- The last registered version or the version in force at the time of the establishment of the legal relationship with the User is applicable.
- The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.