

GENERAL TERMS AND CONDITIONS OF "DE KORT CONSULTANCY" FOR THE PROVISION OF CONSULTING, TRAINING AND MANAGEMENT SERVICES

De Kort Consultancy B.V., hereafter referred to as DKC, a company established in Drunen, the Netherlands, shall render the above-mentioned services based on the following terms and conditions unless otherwise agreed upon in writing.

GENERAL

1. Applicable to all agreements and quotations are the rules as expressed in "De Nieuwe Regeling 2011" published by "NLingenieurs Branchevereniging van advies-, management- en ingenieursbureaus". Both the Dutch version as well as the English translation will be attached to these terms and conditions. The Dutch version is the legally binding document, and the English version is for clients' convenience only.
2. General purchase or other general conditions of the Client are not applicable to the legal relationship between the Parties and are hereby specifically excluded.
3. In addition to the rules mentioned under 1. the articles below of these GENERAL terms AND CONDITIONS are applicable to all agreements and quotations.

QUOTATIONS

4. The Client shall use the Quotation (including any modifications, additions thereto or deviations therefrom) exclusively to determine if the Client will assign the Commission to DKC.

RATES AND PAYMENTS

5. Rates mentioned in quotations, agreements and invoices exclude VAT.
6. Taxes and levies due outside the Netherlands will be for the client's account.
7. Daily rates are based on normal daytime working hours of 7 to 9 hours per day from Monday to Friday. Working during week-end and Dutch public holidays is subject to a surcharge of 50%.
8. Cancellation of agreements and appointments will always be charged at a minimum of 10% of the purchase order.
9. Appointments cancelled by the client less than 14 days before the appointment will be charged at full cost.
10. Appointments cancelled by the client less than 8 weeks and more than 14 days before the appointment will be charged at 50% of the cost.
11. Training preparations as specified in quotations are to be paid upon submission of the purchase order.
12. Services performed on a reimbursable basis as well as actual cost incurred will be invoiced monthly.
13. Unless otherwise agreed in writing, payments must be made, without any deduction or set-off, within fourteen days of the invoice date. Any complaints against an invoice must be submitted in writing within thirty days, but do not exempt the client from his obligation to pay.

Confidentiality

14. Parties shall keep confidential the information that is marked confidential by the Parties and trade Secrets, made available for the performance of the Services, except for:
 1. information already in the possession of the Parties, before Parties took notice of this information in the course of the performance of the Commission;
 2. information in the public domain, or information which is made public, without a breach of confidentiality by the Parties;
 3. information that the Parties validly obtained from a third party or through their own research without having used confidential information of the Parties.
15. DKC is no longer required to observe confidentiality if:
 1. DKC, pursuant to a decision issued by a court of law or supervisory body under public law, is required to disclose information. If reasonably possible, DKC will consult with the Client before disclosing any information in such a case.
 2. The confidentiality obligation regarding the information that is marked confidential shall continue for a period of four (4) years after the expiry of the Agreement unless otherwise agreed in the Agreement. The confidentiality obligation regarding Trade Secrets shall apply in full after the expiry of the Agreement and is therefore not limited in time unless otherwise agreed in the Agreement.
16. The intellectual ownership of the information delivered shall rest with DKC. The client is entitled to use the information and to copy the relevant documents exclusively for use in its own organisation and insofar as appropriate in the course of its own business operations.
17. If a report from DKC for the purposes of an evaluation, test, inspection or examination is, by its nature, intended to be made available to third parties, that may only be done by publishing the entire report verbatim and in the language in which it was written.
18. Without DKC's explicit written permission, the client may not use DKC's name or a report from DKC, in whole or in part, in order to institute claims or to conduct legal proceedings, and/or for advertising purposes.