

Delivery terms Demiroz Consultancy B.V.

- Definitions In these delivery terms apply the the following definitions:
- 1.1. Contractor: B.V. DEMIROZ Consultancy
- 1.2. Client: who entrusts the Contractor to perform activities. natural - or legal person -
- 1.3. Agreement: fact, whereby the Contractor commits to the Client to carry out certain tasks. the agreement of op-
- 1.4. Assignment: the assignment given by the Client to the Contractor to perform certain activities, as recorded in the Agreement.
- 3.6. All activities carried out by the Contractor- to be carried out to the best of his knowledge and ability in accordance with the requirements of good professional practice. In respect of the intended activities there is an obligation of effort on the part of the Contractor, unless expressly stated otherwise.
- 3.7. The Contractor determines the manner in which and by which employee(s) the commissioned Task is carried out, but will not fail to consider the reasonable requirements expressed by the Client as much as possible. If in the confirmation of the assignment and/or the other agreements by letter or e-mail a named employee(s) is/are mentioned, the Contractor will strive to ensure that the said employee(s) remain available for the duration of the Assignment to perform the tasks. Notwithstanding the foregoing, the Contractor has the right to replace such employees after consultation with the Client.
- 3.8. The Contractor can first perform more tasks- performed and charged to the Client for more than the assignment provided, if the Client has given prior consent for this.
- 4. Offers and quotations
- 4.1. All offers are non-binding, unless the Contractor has expressly stated otherwise in its offer or price quotation to the Client.
- 4.2. The quotations prepared by the Contractor are non-binding and have a limited validity period. This validity period will always be stated on the quotation.
- 4.3. The prices in the mentioned offers and quotations are exclusive of VAT and other charges imposed by the government, as well as any costs to be incurred in the context of the assignment, unless otherwise indicated.
- 4.4. Offers and quotations do not automatically apply to future assignments.
- 5. Communication

1.

2. Applicability

- 2.1. These Delivery Terms apply to every offer, quotation and/or assignment to which the Contractor has declared these Delivery Terms apply.
- 2.2. Acceptance of these Delivery Terms and Conditions the Client can only rely on these optional terms if they have been explicitly and in writing accepted by the Contractor.
- 2.3. Deviations mentioned in paragraph 2 cannot be relied upon to derive rights with respect to any later concluded agreements.
- 2.4. The applicability of any purchasing - or other terms of the Client is explicitly rejected.
- 2.5. These Delivery Terms are also applicable to all agreements with the Contractor, for the execution of which third parties must be involved.

3. Assignment

- 3.1. An agreement between the Client and the Contractor is deemed to have been established at the moment that the Contractor has formally accepted an assignment or has begun its execution. The Contractor is entitled to refuse assignments provided to it without giving reasons, even after it has sent a quotation to the Client for performing tasks. In this respect, already performed activities will not be charged to the Client, unless there is a situation as described in Article 7.2.
- 3.2. All information provided to the Contractor projects/agreements come only into being with the Client and are carried out by it, even if the Client intends that the assignment be performed by a specific person employed by the Client.

- 3.3. Assignments entrusted to the Contractor lead solely to contractor's best-efforts obligations, not to result obligations, unless from the nature of the assigned task or what the parties have agreed otherwise appears.
- 3.4. Unless agreed otherwise in writing, time limits set by the Contractor within which it will execute the assignment entrusted to it are never to be regarded as a fatal term.
- 3.5. These Delivery Terms are also obligations for the benefit of the directors and/or partners of the Contractor and all persons employed by her. The applicability thereof remains in effect if aforementioned directors/partners and/or other persons employed by her are no longer active for the Contractor.
- 5.1. If the Client has sent any digital message to the Contractor, he may only rely on the fact that this message has reached the Contractor if he has received a confirmation of its receipt, other than an automated acknowledgement receipt.
- 5.2. General, whether or not on the Internet, both and not at the request of the Client, information provided by the Contractor is non-binding and is never considered as advice given by the Contractor in the context of a mandate entrusted to her, unless from a communication by the Contractor the contrary appears or it concerns advice tailored to the Client's personal situation.
- 5.3. Until the Client provides an address change as disclosed to the Contractor, the Contractor may rely that the Client is reachable at the address provided by him at the start of the assignment, including his e-mail address.
- 6. Cooperation by the Client
- 6.1. The Client must ensure that all data and documents, which the Contractor deems necessary for the correct and timely execution of the assigned Task, are provided to the Contractor in a timely manner and in the form and manner desired by the Contractor.
- 6.2. The Client must ensure that the Contractor is promptly informed of facts and circumstances that may be relevant to the proper execution of the Assignment.
- 6.3. Unless the nature of the Assignment dictates otherwise that arises, the Client is responsible for the accuracy, completeness and reliability of the information and documents made available to the Contractor, also if they originate from or via third parties.
- 6.4. The Client must ensure that the Contractor is provided with all facilities deemed by the Contractor to be necessary or useful to execute the Agreement and that comply with all requirements (legal) imposed thereon.
- 6.5. The Client is fully responsible for the accuracy and completeness of all facilities provided by him to the Contractor.
- 6.6. Unless from the nature of the Assignment otherwise arises, the Client will deploy or have deploy the personnel deemed necessary by the Contractor to enable the Contractor to perform the work. If specific personnel are required, this will be agreed and recorded in the Order Confirmation and/or the remainder.
- agreements made by letter or email. The client must ensure that his staff have the correct skills and experience to perform the tasks.
- 6.7. The arising from the delay in the execution of the Assignment arising from extra costs and additional fees, caused by not timely or properly providing the requested data, documents, facilities and/or personnel are for the account of the Client.

7. Engagement of third parties

- 7.1. The Contractor is allowed to, during the execution of the assigned task, if necessary, make use of third-party services such as advice, etc., from experts etc.
- 7.2. With the involvement of third parties, such as as mentioned in article 7.1, the costs involved will be charged to the Client. If the Client refuses to agree to the involvement of these third parties and the Contractor believes that this involvement is necessary for the correct continuation of the work, the Contractor must be remunerated in the agreed manner for the assignment as if it had been completed.
- 7.3. When engaging third parties, as referred to in article 7.1, consult with the Client in advance and exercise due care in selecting the relevant third parties.
- 7.4. The Contractor is not liable for (attributable) shortcomings of engaged third parties, as referred to in article 7.1.

8. Confidentiality

- 8.1. Unless any legal provision, regulation or other (professional) rule obliges them to do so, the Contractor and its employed staff are required to maintain confidentiality to third parties regarding confidential information obtained from the Client. The Client may grant authorization in this regard.

- 8.2. Unless with written permission from Client is the Contractor not authorized to use confidential information provided to it by the Client for a purpose other than that for which it was obtained. However, an exception is made if the Contractor represents itself in a disciplinary, civil, or criminal procedure where it may be relevant.
- 8.3. Unless there is any statutory provision, instruction or other (professional) rule that obligates the Client to disclosure or to which prior written consent by the Contractor has been granted, the Client shall not disclose the contents of reports, opinions or other (whether written or not) communications from the Contractor to third parties.
- 8.4. The Contractor and Client will impose their obligations under this article on third parties engaged by them.
- 8.5. If not considered contrary to the be- specified in Article 8.1 and 8.2, is
- Contractor is entitled to inform (potential) clients of the general outline of the performed activities, and only as an indication of the contractor's experience.
- 9. 9.1. The Contractor reserves all rights of intellectual property with respect to the intellectual products he uses or has used and/or develops and/or has developed in the context of the execution of the Assignment, and with regard to which he holds or can assert the copyrights or other IP rights.

Intellectual property

- 9.2. The Client is expressly forbidden to reproduce, disclose or exploit products, including methods, advice, (model) contracts and other works of intellect by the Contractor, in the broadest sense of the word, with or without the involvement of third parties. Reproduction and/or disclosure and/or exploitation is only allowed with written permission from the Contractor. The Client has the right to duplicate the written documents for use within its own organization, as far as appropriate to the purpose of the Assignment. In case of interim termination of the Assignment, the foregoing applies correspondingly.

10. Honorarium

- 10.1. If after the conclusion of the Agreement agreement, but before the Assignment is fully completed, rate-determining factors such as wages and/or prices have changed, the Contractor is entitled to adjust the previously agreed rate accordingly.
- 10.2. The remuneration of the Contractor is ex- including expenses of the Contractor and excluding declarations from third parties engaged by the Contractor.
- 10.3. All rates are exclusive of value-added tax and other levies which may be imposed by government authorities.

11. Payment

- 11.1. Payment by the Client must, without deduction, discount or set-off, be made within 14 days after the invoice date.
- 11.2. Payment must be made according to the invoice in the indicated currency, by means of transfer to a bank account designated by the Contractor.
- 11.3. Objections to the amount of the invo- Only invoices do not suspend the Client's payment obligation.
- 11.4. In case of exceeding the under 11.1 aforementioned term, the Client, after Contractor has at least once been demanded to pay within a reasonable term, is in default by operation of law. In that case, from the date the due sum became payable until payment, the Client owes the statutory interest on the amount due. In addition, all debt collection costs, after
- Client in default is, both judicially and extrajudicially, chargeable to the Client. Extrajudicial costs are set at at least 15% of the principal sum and interest, without prejudice to the Contractor's right to recover the actual extrajudicial costs exceeding this amount. The judicial costs include all costs incurred by the Contractor, even if these exceed the statutory liquidation rate.
- 11.5. If the financial position and/or the payment The Client's conduct, in the Contractor's opinion, gives grounds for demand that the Client immediately provides (additional) security in a form determined by the Contractor and/or an advance payment. If the Client fails to provide the requested security, the Contractor is entitled, without prejudice to its other rights, to suspend further execution of the Assignment immediately and to make due and payable any amount the Client owes to the Contractor for any reason.
- 11.6. In the event of a jointly performed Assignment, Client(s) involved, to the extent the work was performed for the joint Clients, are primarily liable for the payment of the full invoice amount.

12. Liability

- 12.1. For all damage to the Client, arising from in any way related to, or caused by, not, not timely or not proper execution of the Assignment, the liability of the Contractor is in any case limited to a maximum of one times the amount charged for the activities causing the damage, related to the invoiced or to be invoiced amount over the period in which the activities by which the damage was caused were performed.
- 12.2. For all indirect damages, including including but not limited to lost profits, disruption in the normal course of business of the Client, or other business damages, in any way related to, or caused by a fault in the performance of the work by the Contractor, is never liable.
- 12.3. The Contractor can never be liable may be claimed for damage, directly or indirectly related to the delay or suspension as referred to in article 10. Furthermore, article 12 applies in such a case.
- 12.4. The Contractor has and maintains at all time, the right to, as far as possible, undo the Client's damage.
- 12.5. The Contractor can never be liable for damage or loss of data and documents stored by him or by third parties of the Client.
- 12.6. The Contractor is not liable for damage or disappearance of data and/or documents during transport or during shipping by mail or courier service, whether or not the transport or shipment is carried out by or on behalf of the Client, Contractor or third parties.

13. Indemnification

- 13.1. The Client indemnifies the Contractor to- all third-party claims, whether direct or indirect, related to the performance of the Agreement.

14. Force Majeure

- 14.1. The Contractor is not obliged to after- excuse any obligation if it is reasonably not possible for the Contractor due to external causes beyond the Contractor's control changes in the circumstances existing at the time of entering into the obligations.
- 14.2. A shortcoming in the fulfillment of a A shortcoming in the performance of the Contractor shall in no case be attributable and is not at its risk in case of default and/or deficiency by or with its suppliers, subcontractors, carriers and/or other engaged third parties, in case of fire, strike or lockout, riots or insurrection, war, government measures, including export, import or transit bans, frost and all other circumstances such that compliance can no longer be demanded of the Contractor.

15. Termination

- 15.1. The Client and Contractor may the Agreement at any time (interim) by registered letter with due regard to a reasonable notice period, unless reasonableness and fairness oppose termination or termination on such a term.
- 15.2. The Agreement may be terminated by either party by registered letter (interim) without observing a notice period in the event the other party is unable to meet its debts or if a trustee, administrator, or liquidator is appointed, the other party enters into debt restructuring, or for any other reason ceases its activities, or if the other party reasonably considers the occurrence of any of the aforementioned circumstances at the other party likely, or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 15.3. If (interim) termination has been initiated by the Client, the Contractor is entitled to compensation for the occupancy loss incurred and demonstrable on its side, as well as for additional costs it must reasonably incur as a result of the early

19. Scope of the terms

If one or more provisions of the assignment or these terms and conditions prove to be invalid or cannot be applied by law, the assignment and the terms and conditions will remain in force for the rest. The provisions that are invalid or cannot be applied by law will be replaced by provisions that align as closely as possible with the intent of the provisions to be replaced, so that the replacement provisions are legally valid.

- termination of the Agreement (including, among other things, costs related to under- fulfillment), unless there are facts and circumstances underlying the termination that can be attributed to the Contractor.

- 15.4. If for (interim) termination is over- carried out by the Contractor, the Client has the right to cooperation from the Contractor in the transfer of activities to third parties, unless there are facts and circumstances underpinning that termination that can be attributed to the Client.
- 15.5. The Contractor retains in all cases of (interim) termination entitlement to payment of invoices for work already performed by it up to that point, with the provisional results of the work performed to date being made available to the Client, subject to reservation. To the extent the assignment of the work to the Contractor incurs extra costs, these will be charged to the Client.
- 15.6. Upon termination of the Agreement each party must immediately hand over all goods, items and documents in its possession that belong to the other party to that other party.

16. Assignment of contract

- 16.1. It is not allowed for the Client (any obligation) to assign the Agreement to third parties, unless the Contractor expressly agrees. The Contractor is entitled to attach conditions to this consent. The Client in any case commits to impose all relevant (payment) obligations from the Agreement in these Delivery Terms on the third party. The Client remains at all times jointly liable alongside this third party for the obligations under the Agreement and the Delivery Terms, unless the parties explicitly agree otherwise.
- 16.2. In the event of contract takeover, the Client shall indemnify the Contractor against all claims from third parties that may arise as a result of the Client's failure to properly fulfill any obligation under the Agreement and/or these Terms and Conditions, unless any mandatory (inter)national law or regulation does not allow such a provision.

17. Lapse of rights

- 17.1. Complaints regarding work performed by the Contractor or the amount charged by the Contractor
- amounts incurred must, under penalty of lapse of right, be submitted in writing and within 60 days after the Client has received the documents, information or invoice to which his complaint relates, or by reasonable means could have become aware of the deficiency in the performance of the Contractor, to the Contractor. The filing of a complaint never suspends the Client's payment obligations.
- 17.2. All rights of action and other powers— rights of the Client arising from any cause related to the Contractor's activities, expire in any case five years after the moment the Client became aware or reasonably could have become aware of the existence of these rights and powers.

18. Miscellaneous

- 18.1. All offers issued by the Contractor and quotations as well as the assignments accepted by it are governed by Dutch law.
- 18.2. In the case the content of a written agreement between Contractor and Client made agreements that deviate from what is stated in these Delivery Terms, the written agreements prevail.
- 18.3. Deviations from and/or additions to these Delivery terms bind the Contractor only to the extent that they have been explicitly agreed in writing between the Contractor and the Client.
- 18.4. In case of interpretation differences through the translation of these Delivery Terms, the Dutch translation is always authoritative.
- 18.5. Contractor is entitled to change the content of these Terms and Conditions unilaterally in the interim. In the event the Contractor proceeds to make interim changes, it shall notify the Client thereof while simultaneously sending the amended Terms and Conditions. The Client is entitled, within 30 days of the date on which it was informed of the relevant changes, to object to the applicability of the amended terms. In such case, the parties will consult about the content of the applicable Terms and Conditions. If the Client does not object to the amended content of the Terms and Conditions, these shall govern the agreements made between the parties from the date specified by the Contractor.