

General terms and conditions for services and activities performed by PRÉCON CONSULTING GROUP B.V. (PRECON), established in Bunnik, as filed at the Chamber of Commerce in Utrecht, n. 09092491.

Article 1 Scope and validity of these general terms and conditions

1. These general terms and conditions apply to all offers, confirmations, notices, orders and acceptances, deliveries and all subsequent contracts between Précon and its clients.
2. These general terms and conditions shall prevail over the general terms and conditions of the client.
3. Changes in the contract and modifications from these general conditions will only apply if agreed in writing between Précon and the client.
4. In case Précon engages any third party for the partial or integral performance of an agreement, the general terms and conditions of the third party shall prevail.
5. In case of engagement of any third party, Précon shall inform and notify to the clients the general terms and conditions of the third party.

Article 2 The offer

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Article 3 The agreement

1. Précon warrants that it shall perform the assignment with due professional and independent care. In providing the services, Précon may discuss with the client about the modalities of execution of the contract. The client shall ensure that all the needed documents and data are in possession of Précon in time with the agreed schedule for the execution of the contract. Précon shall be able to count on the timely availability of the staff of the organisation of the client, involved in its activities. The client shall not assign the execution of the contract to any third party without Précon's permission.
2. None of the parties can offer a job or negotiate for a job hiring to third parties without consultation with the other party during the execution of the contract and within one year after termination.

Article 4 Tariffs and expenses of the contract

Unless agreed otherwise explicitly and in writing in the offer, Précon's tariffs and costs exclude travel and accommodation expenses. The cost of specific materials required for the contract or for the purchased services will be separately invoiced by Précon. During the first three months after the conclusion of the contract, interim changes of wages and costs whose rate Précon would necessitate to increase shall not be passed. Afterwards, Précon is entitled to increase wages and reimbursement costs.

Article 5 Duration of the contract

1. De The duration of the contract can be influenced, apart from Précon's effort, by many factors, such as the quality of the information obtained and the cooperation provided by the client. Précon cannot therefore yet precisely predict exactly the duration and completion of a task performance.
2. Exceeding the stated duration of the contract for any reason whatsoever, does give no right to the client to suspend any obligation of the contract.

Article 6 Force majeure

According to these general terms and conditions, force majeure shall mean any circumstance independent from the will of Précon that affects the fulfilment of the agreement permanently or temporarily, including war, threat of war, civil war, insurrection, terrorism, strike, government action, fire, lack of raw materials, and defective machinery and equipment, transport problems, late delivery by suppliers.

Article 7 Confidentiality and secrecy

1. Précon and the parties involved in the contract are bound to secrecy of all known relevant information and data.
2. In case the completion of the contract requires information or advice from third parties, information and data concerning the assignment shall not be provided to these third parties without the permission of the client.
3. Likewise, the client shall neither provide information nor make reports available to third parties about the offer, approach and methods used by Précon, without Précon's permission.

Article 8 Early termination of the contract

Precon is entitled to cancel the assignment, notwithstanding its right to demand compensation for any damage:

- A. in case of non-payment by the client of an amount due;
- B. in case of death of the client;
- C. in case of bankruptcy;
- D. in case of suspension of payments;
- E. in case a legal entity or a partnership is dissolved;
- F. in case the operation of the business is discontinued. In case of any of the conditions encountered in the previous sentence, any claim against the client becomes immediately due.

Article 9 Payment

1. In case the contract is executed at a predetermined price, the payment is due in proportional monthly instalments unless specifically agreed.
2. In case of a cost-plus contract, the client receives a monthly invoice for the work performed the previous month. The client has a maximum amount of thirty days to meet the invoice.
3. The contract is financially completed when the final invoice is met by the client. The final invoice must be approved by the client within ten days of its receipt. If the client does not respond within this period, the final invoice shall be considered to be approved.

4. In case of overdue payment from the due date of the invoice, an interest of 1.5% per month on the unpaid amount shall be paid, whereby a part of one month shall be counted for an entire month and neither summons nor notice will be required.
5. In case of a payment not made within eight weeks after the due date, Précon may suspend the execution of the contract. All extraordinary legal expenses, related to the collection of any claims against the client, shall be borne by the holder. The extrajudicial costs shall be deemed to be at least 15% of the amount due, for a minimum amount of € 50,00.

Article 10 Cancellation

Cancellations being received five workdays before the start of an assignment will be taken without any fee charges incurred. Cancellations received within five workdays notice period will lead to a lost fee charge of 50% of the committed assignment. In cases of acts of God, this rule shall not apply.

Article 11 Liability

Précon is solely liable for the damages that are the direct and immediate consequence of the application and use of its consultancy and provided advice. Précon limits its liability, unless the damage results from its willful misconduct or its gross negligence, to the amount of the contract, or to the definitive invoice amount, but with a maximum of € 100.000,00. Précon explicitly excludes its liability for any damage consequential to the business.

Article 12 Applicable law

All agreements to which these conditions apply in whole or in part, are governed by the Dutch law.

Article 13 Disputes

All disputes, including those disputes considered as such by only one party, which may arise from a contract to which these conditions in whole or in part or as a result applicable to other agreements, which are a consequence of a such agreement, will be subject to the right of parties to an appeal in summary proceedings, being tried by the competent court in Utrecht, except in case of disputes subject to the discretion of the district court, otherwise its relative power may be deviated.