



1. General

The general conditions apply to all offers, activities, tenders and agreements for organizational consultancy between the organization @Vise Business Consultancy, its clients or their successors.

2. Offers

Quotations of the organizational consulting are based on information provided by the client. The client warrants that to the best of its knowledge, it has provided all essential information for the design and conduct of the study. The consultancy firm will execute the provided services to the best of its knowledge and ability and perform according to the requirements of good workmanship.

This obligation has the character of a "commitment" because achieving the desired result can not be guaranteed.

3. Provision of information, staff and work space by the client

To smoothen the execution of the assignment well and according to schedule, the customer shall provide all documents and information that the agency needs. This includes the provision of staff from the organization of the client involved in the work of the office (or will be). As the agency's request, the client will provide at the office a location free of charge as a private workspace with telephone and, if required, a fax and / or Data grid connection.



4. The involvement of third parties in carrying out the task

Involving or engaging third parties for carrying out the task by the client or by the consultancy firm made only by mutual agreement.

5. Staffing

5.1 Change in teams

The consultancy firm in may change the composition of the advisory team in consultation with the client, if this is necessary for the performance of the contract. The change may not influence the quality nor the continuity of the project and its goals.

A change in the advisory team can also take place at the client's request, in consultation with the management consultancy project leader

5.2 Recruiting or hiring of mutual staff

None of the parties may take or negotiate with such personnel recruitment during the execution of the contract and within one year after termination of the contract staff of the party in office, in consultation with the other party.

6. Rates and costs

With respect to the rates and the cost estimates indicated in the offer, it will stated whether the secretarial costs, travel time, travel and accommodation expenses and other job-related expenses are included.

Insofar as these costs are not included, they can be calculated separately.

An interim change in the level of wages and costs that forces the consultancy firm to change other above-mentioned expenses will be passed on. The fee does not include interest charges, unless otherwise specified in the tender.



7. Payment conditions

The fees and costs as mentioned in Article 6, which are included in the rates will be charged on a bi weekly base. Payment must be made within 14 days after the invoice date.

After the due date, the statutory interest will be charged, without any formal notification. If payment is not made, If payment is not made, the Agency may rely on the uncertainty exception to suspend the execution of the contract.

If the client is in default or otherwise falls short in fulfilling one or more of its obligations, all reasonable costs incurred in obtaining payment for his account, both judicial and extrajudicial.

If the contract is awarded by more than one client, all clients are severally liable for the fulfillment of the obligations specified in this article (regardless of the name on the statement).

8. Modification of the contract, c.q. more work

The client accepts that the timing of the contract may be affected if the parties agree the approach, method or scope of the contract and / or expand or modify ensuing activities. If the interim change affects the agreed fee or expense reimbursements, the agency will inform the client as soon as possible. If an interim change to the assignment or performance occurs at the hands of the principal, the consultancy firm will make the necessary adjustments if the quality of the service requires. If such an adjustment leads to more work, this will be attached as an additional assignment to the client.



9. Duration and termination of contract

The duration of the assignment can be influenced by the efforts of the advisory team by many factors, including the quality of the information that is provided to consultancy firm and the assistance rendered. The consultancy firm cannot therefore guarantee exactly how long the period will be to carry out the assignment, unless otherwise specified and agreed.

In financial terms, the assignment is concluded when the final invoice is approved by the client. Within 30 days after the date thereof the client is required to inform the Consultancy agency. If the client does not react within this period, the statement shall be deemed to be final and approved.

10. Premature termination of contract

The parties may terminate the agreement prematurely if one of them considers that the assignment no longer take place in accordance with the quote and any subsequent additional assignment specifications.

This must be disclosed and justified in writing to the other party.

If premature termination is initiated by the client, the agency is permitted to be compensated, due to the resulting and capacity utilization, in which the hitherto average monthly invoice amount acts as a basis.

The agency may exercise its authority to premature termination only use as results of facts and circumstances which are beyond its influence or cannot be attributed to him or completion of the contract cannot reasonably be expected.

The agency reserves the right to claim payment of the invoices for work done so far, which will be made available to the customer under the interim results of the work done so far. To the extent that this entails an additional cost, these will be charged.



Should one of the parties goes bankrupt, suspension of payments or ceases, the other party has the right to terminate the contract without giving notice, and one other subject to legal proceedings.

11. Intellectual property

Models, techniques, instruments, including software, which are used for the execution of the contract and included in the results of an investigation, are and remain the property of the agency. Disclosure may take place only after obtaining permission from the agency. The client obviously has the right to reproduce documents for use within its own organization, as appropriate within the purpose of the assignment. In the event of early termination of the contract, the above shall apply correspondingly.

12. Confidentially

The consultancy firm is required to keep confidential all information and data from the client to third parties. The office will be under the command take all possible precautions to protect the interests of the client. The client shall not without permission from the bureau make any statements to third parties about the approach of the agency, its operation or makes the agency report available without prior notice

13. Liability

The consultancy firm is liable for shortcomings in the performance of the contract, insofar as these are the result of the non-observance by the Office, of the care, expertise and professionalism to which could be relied in relation to the assignment. The liability for the damage caused by the shortcomings is limited to the amount of the fee that has received for its work in the context of that task.

For assignments that run for more than six months, a further limitation of the liability referred to the amount invoiced over the last six months.



Any claims by the client in this sense must be filed within one year after the discovery of the damage, failing which the client's rights are forfeited.

14. Applicable law

This agreement falls exclusively under Dutch law.

Mantinge, 21 juni 2002

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