



TERMS AND CONDITIONS PRISMACE CONSULTANCY

Article 1 General

1.1 These general terms and conditions apply to every offer, quotation and agreement between Prismace Consultancy and a client, as well as to the execution of all its works and all related actions.

1.2 The client declares that he / she agrees with the applicability of these general terms and conditions by and on behalf of the assignment.

1.3 Deviations from the general terms and conditions of Prismace Consultancy only apply if they have been agreed in writing between Prismace Consultancy and the client.

Article 2 Offer and quotation

2.1 Every offer or quotation is without obligation and has a period of validity of 30 days unless otherwise stated in writing.

Prismace Consultancy undertakes to execute the offered work after acceptance of the offer or quotation in accordance with the provisions of the offer or quotation has been confirmed by the client in writing.

2.2 All assignments are concluded exclusively with Prismace Consultancy, with the exclusion of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code.

2.3 The payment of Prismace Consultancy is based on hourly rates, unless a different method of payment has been agreed. The applicable hourly rate is included in the quotation. For assignments that last longer than a year, this hourly rate can be increased annually with at least the inflation percentage.

2.4 All prices mentioned in offers and quotations are exclusive of VAT and other levies imposed by the government. Necessary travel, accommodation and administrative costs such as telephone, fax, postage, copying, printing costs and costs of third parties that are necessary and according to the contract within the framework of the contract for Prismace Consultancy are charged separately in addition to the hourly rates unless otherwise agreed in writing.

2.5 In the event of demonstrable changes to one or more cost-determining factors after the offer or conclusion of the agreement, Prismace Consultancy shall be entitled to change the agreed prices, regardless of whether the change for Prismace Consultancy was foreseeable at the time of making the offer or the closing of the agreement. Prismace Consultancy will then notify the client in writing, in which case the client is not entitled to cancel the agreement.

2.6 If the client cancels all or part of the order, he is obliged to reimburse all costs already incurred by Prismace Consultancy on the order, all without prejudice to the right of Prismace Consultancy to compensation for loss of profits, and of the other cancellation resulting from the cancellation. costs, damages and interests.

Article 3 Assignment

3.1 Time limits agreed with Prismace Consultancy within the framework of the assignments given are considered as target dates, not as deadlines.

3.2 If and insofar as proper execution of the agreement so requires, Prismace Consultancy has the right to have certain work carried out by third parties.

3.3 Engaging or engaging third parties in the assignment execution by the client takes place exclusively in mutual consultation between Prismace Consultancy and the client.

Prismace Consultancy is not liable for shortcomings of these third parties.

3.4 The Client is liable for the correctness and completeness of the information provided by it.

3.5 Assignment to Prismace Consultancy leads to best efforts obligations, not result obligations.

3.6 If work is carried out by or on behalf of Prismace Consultancy within the framework of the assignment at the location of the client or at a location designated by the client, the client will provide free of charge the facilities desired by Prismace Consultancy.

Article 4 Liability, indemnities and exclusions

4.1 Insofar as Prismace Consultancy is dependent on cooperation, services and / or deliveries from third parties in its activities, it cannot be held liable for damage resulting from these relationships with Prismace Consultancy or the breaking of it.

4.2 Every (extra) contractual liability of Prismace Consultancy as well as its employees is limited to the amount paid out under the liability insurance of Prismace Consultancy in the relevant case, including the deductible. Further information about the current liability insurance is provided on request. If and insofar as no payment is made for whatever reason, all liability is limited to an amount of € 2,500 or - if the amount invoiced or invoiced by Prismace Consultancy in respect of the order is higher up to that amount with a maximum of € 5,000, -.

4.3 Execution of the assignment given is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed.

Article 5 Confidential information

5.1 The parties will observe confidentiality regarding all data of which the relevant party has been informed in a relationship governed by these terms and conditions, and of which it must be clear that the other party wishes to maintain its secrecy.

5.2 Prismace Consultancy reserves the right to use the knowledge gained through the execution of the work for other purposes, in so far, no confidential information is brought to the knowledge of third parties.

5.3 Prismace Consultancy and client may make publicity regarding the granting and / or receipt of the assignment and its execution, unless this is expressly prohibited in writing by one party to the other.

Article 6 Property rights

6.1 Prismace Consultancy reserves all intellectual property rights that have been developed by or on behalf of Prismace Consultancy during the execution of the assignment, or that have already been developed by or on its behalf. The intellectual property rights of material produced by it remain with Prismace Consultancy and transfer to the client upon written request as soon as he has paid in full the amount of the agreed fee.

6.2 All documents supplied by Prismace Consultancy, including reports, advice, agreements, designs, etc., are exclusively intended to be used by the client.

These may not be reproduced, made public, or brought to the attention of third parties without the prior written permission of Prismace Consultancy, unless the nature of the documents provided dictates otherwise.

Article 7 Invoicing

7.1 Payment of invoices, invoices must be made without suspension or set-off within 30 days of the invoice date. Afterwards an interest per month is due equal to the statutory interest.

7.1a Invoicing is done per week unless otherwise indicated by both the client and Prismace Consultancy.

7.2 Prismace Consultancy has a right of retention on all that it has for the client, if the client has not fully paid the invoice or invoice.

7.3 Prismace Consultancy is entitled, irrespective of the agreed payment condition, to demand enough security for the delivery prior to delivery and to cease the completion of the assignment if this security cannot be provided.

7.4 All (extra) judicial costs relating to the collection of invoices, invoices - with a minimum of 15% of the amount to be collected - are at the expense of the client. The judicial costs are not limited to the legal costs to be liquidated but will be fully for the account of the client, if this is (to a large extent) in the wrong.



prismace

CONSULTANCY

Article 8 Force majeure

8.1 Force majeure means: any circumstance to which Prismace Consultancy can exert no influence, whether foreseeable, as a result of which fulfilment of the agreement is prevented in whole or in part or made difficult in such a way that it can no longer reasonably be demanded by the client Prismace Consultancy.

8.2 Force majeure shall in any case include: fire, frost, water or storm damage, other natural disasters, excessive absenteeism, war acts in any capacity where the safety of Prismace Consultancy cannot be guaranteed, kidnapping, theft or destruction of assets or data.

8.3 If a situation of force majeure arises, Prismace Consultancy is entitled to suspend the execution of the agreement or to terminate the agreement definitively, all this to the choice of Prismace Consultancy.

8.4 Prismace Consultancy is entitled to payment of all work that it has performed in the performance of the agreement until the moment of the circumstance that causes force majeure.

8.5 Prismace Consultancy is entitled to invoke force majeure if the circumstance that causes the force majeure occurs after its performance should have been delivered.

8.6 Deficiencies of Prismace Consultancy in the fulfilment of the agreement cannot be attributed to it if it is not due to its fault, nor under the law, the agreement or generally accepted for its account.

Article 9 Applicable law and disputes

Dutch law is exclusively applicable to this agreement. Disputes will be settled by the competent court in the district where Prismace Consultancy is located.