

# General Terms and Conditions of Blended Consultancy (trademark of VanB Beheer BV)

## Article 1 Definitions

1. In these General Terms and Conditions, the following terms shall be defined as follows:  
Contractor: Blended Consultancy (trademark of VanB Beheer BV);  
Client: the party other than the Contractor in the context of an agreement;  
Agreement: the Agreement to provide services.

## Article 2 Applicability

1. These General Terms and Conditions apply to all legal relationships between the Contractor and the Client with regard to which the Contractor has stated that these General Terms and Conditions apply.
2. These General Terms and Conditions also apply to all Agreements with the Contractor whose execution requires third party involvement.
3. Any changes to these General Terms and Conditions are only valid if explicitly agreed in writing by the Contractor and the Client.
4. The applicability of any purchasing or other terms and conditions the Client may have is explicitly excluded.
5. If one or more of the provisions in these General Terms and Conditions becomes invalid or is annulled, the other provisions in these General Terms and Conditions will remain fully applicable. In such cases, the Client and Contractor will start negotiations in order to agree on new provisions to replace the invalid or annulled provisions with the aim and purport of the original provision being respected if and insofar as such is possible.

## Article 3 Offers, quotations and the realisation of an Agreement

1. All the Contractor's offers and quotations are without obligation, unless an acceptance deadline is referred to therein.
2. An Agreement is realised at the moment that an offer or quotation signed by the Client has been returned to and received by the Contractor. The Contractor is free to prove that the Agreement has been realised in some other way.
3. The prices referred to in the offers and quotations referred to do not include VAT and other government levies, nor any costs to be made within the framework of the Agreement, such as advances, shipping and administration costs, unless indicated otherwise.
4. As long as the order confirmation has not been returned and received, the Contractor reserves the right to deploy its (personnel) capacity elsewhere.
5. If the order is placed verbally, or if the - signed - order confirmation has not (yet) been returned and received, the order will be regarded as having been realised, subject to the applicability of these General Terms and Conditions, at the moment the Contractor starts executing the order at the Client's request.
6. The order confirmation takes the place of, and substitutes, all previous proposals, correspondence, agreements or other communication, whether made in writing or verbally.
7. If the acceptance differs (as regards subordinate points) from the offer made in the quotation, the Contractor is not bound thereto. The Agreement will then not be realised in accordance with this different acceptance unless the Contractor indicates otherwise.
8. A composite offer or quotation does not oblige the Contractor to perform part of the order for a corresponding part of the price stated.
9. Offers or quotations do not apply automatically to future orders.
10. In the event that these General Terms and Conditions and the order are mutually contradictory, the terms and conditions contained in the Agreement will apply.

## Article 4 Execution of the Agreement

1. The Contractor will execute the Agreement in accordance with its best insight and capacity and in accordance with the requirements of good craftsmanship, on the grounds of the knowledge available at that moment. The Contractor cannot, however, guarantee the achievement of any intended result.
2. The Contractor will determine the way in which the Agreement is to be executed, and by which people, but will take as much account as possible of the wishes expressed by the Client. If and in so far as a proper execution of the Agreement demands such, the Contractor is entitled to have certain tasks performed by third parties.
3. The Contractor may, in consultation with the Client, change the composition of the team of advisors if those involved believe that this is essential for the execution of the order. The change may not have an adverse effect on the quality of advisory services to be carried out, nor on order continuity. A change to the team of advisors can also be made at the Client's request in consultation with the Contractor.
4. None of the parties may recruit the other party's employees, nor engage in employment negotiations with said employees, during the execution of the order and within one year after completion of the order, other than on the basis of consultation with the other party.
5. The Client will ensure that all details and documents which the Contractor indicates are necessary for the correct execution of the order, or which the Client should reasonably understand to be necessary, are issued to the Contractor in good time and in the desired form and manner. The Client is obliged to inform the Contractor immediately regarding facts and circumstances which may be important as regards the execution of the Agreement.
6. The Client guarantees the correctness, completeness and reliability of the details and documents issued to the Contractor, including when these have been provided by third parties.
7. The Contractor is not liable for damage, of whatever nature, as a result of Contractor having used any incorrect and/or incomplete details provided by the Client, unless the Contractor should have been aware of said incorrectness or incompleteness.
8. If the details required for the execution of the Agreement have not been issued, or have not been issued on time, or have not been issued properly, to the Contractor, the latter will be entitled to suspend execution of the Agreement and/or charge the Client the extra costs and extra fee resulting from the delay in the execution of the Agreement, such in accordance with the usual rates.
9. If it has been agreed that the Agreement is to be executed in phases, the Contractor can suspend the execution of those parts which belong to a subsequent phase until Client has approved the results of the previous phase in writing.
10. If, within the framework of the order, work is carried out by the Contractor or by third parties which have been engaged by the Contractor at the Client's location or a location designated by the Client, the Client will provide the facilities reasonably desired by the employees in question free of charge.
11. The Client indemnifies the Contractor against any claims by third parties which suffer damage that is attributable to the Client in connection with the Agreement.

## Article 5 Amending the Agreement

1. If it transpires, during execution of the Agreement, that it is necessary for a proper execution to change or supplement the work to be carried out, the parties will amend the Agreement accordingly on time and on the basis of mutual consultation.
2. If the parties agree that the Agreement is to be amended or supplemented, this may affect the time of completion of its execution. The Contractor will inform the Client to this effect at the earliest opportunity.

3. If the amendment or supplement have any financial and/or quality-related consequences, the Contractor will inform the Client to this effect in advance.
4. If a fixed fee has been agreed, the Contractor will also indicate to what extent the amendment or supplement will cause that fee to be exceeded.
5. Contrary to the provisions of paragraph 3, the Contractor will not change any additional costs if the change or supplement is the consequence of circumstances which can be attributed to the Contractor.
6. The Contractor may only carry out work and charge the Client any additional costs over and above those referred to in the Agreement if the Client has given permission beforehand, unless this work falls within the Contractor's duty of care.

## Article 6 Contract term; execution deadline

1. The Agreement between the Contractor and the Client is entered into for an indefinite period of time unless the content, nature or purport of the Agreement determines otherwise or unless the parties explicitly agree differently in writing.
2. If the Client owes an advance payment or is required to provide information and/or materials required for the execution, the period of time during which the work has to be completed will not start until the advance payment has been received in full or the information and/or materials have been provided.
3. If a deadline has been agreed for the completion of certain activities within the term of the Agreement, this will never be firm date. In the event that the execution deadline is exceeded, the Client must issue a written declaration that the Contractor is in default.

## Article 7 Fee

1. The parties can agree on a fixed fee when the Agreement is realised.
2. If no fixed fee is agreed, the fee will be laid down on the basis of the time actually spent. The fee will be calculated according to the Contractor's submitted daily rates as applicable to the period during which the work is carried out.
3. If wages and/or prices change after the Agreement has been realised, but before it has been entirely executed, the Contractor will be entitled to adapt the fee or daily rate.
4. In addition, the Contractor may increase the fee if it transpires during execution of the work that the originally agreed or expected amount of work was unsatisfactorily estimated to such an extent when the Agreement was entered into (and without being attributable to the Contractor) that the Contractor cannot reasonably be expected to carry out the agreed work in return for the originally agreed fee.
5. The Contractor will inform the Client of any increase in the fee or daily rate. The Contractor will also state the extent of the increase and the date on which it is to take effect.
6. The Client is entitled to dissolve the Agreement if the fee or daily rate are increased within three months after the Agreement has been entered into. After this period, the Client is entitled to dissolve the Agreement if the increase amounts to more than 10%. The Client is not entitled to dissolve the Agreement if the increase in the fee or daily rate results from an authority pursuant to law.
7. The Contractor's fee, increased as necessary to include advances, costs and invoices from third parties engaged, will be charged to the Client each month or after execution of the Agreement, unless the Contractor and Client have agreed otherwise on this matter.
8. As regards the fee and the estimate of costs based thereon, the quotation will state whether these include a 5% cost surcharge to cover national travel (NL), office and other order-related costs. In so far as these costs are not included, they can be charged separately.
9. The turnover tax applicable to all amounts owed by the Client to the Contractor will be charged separately.

## Article 8 Payment

1. Invoices sent by the Contractor must be paid, without any deduction, discount or settlement, within 14 days of the date on the invoice. Furthermore, payment must be made in Euros by means of a bank deposit into an account designated by the Contractor. Objections to the level of the invoices or claims within the meaning of Article 10 are not grounds for a suspension of the Client's payment obligation.
2. If, after having been reminded to pay, the Client fails to make the payment within the deadline, the Client will be legally in default, without any further notice of default being required.
3. The Client will then owe interest of 4% per month, unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the due amount will be charged from the day that the Client is in default until the day payment has been made in full. The Contractor will always be entitled to demand an advance to cover payment of the work it carries out, expenses and/or costs.
4. If, in the Contractor's opinion, the Client's financial position or the payment record gives cause to do so, the Contractor is entitled to demand that the Client immediately provides (additional) security in a form determined by the Contractor. If the Client fails to provide the security as demanded, the Contractor will be entitled, irrespective of any other rights, to suspend the further execution of the order with immediate effect and all that which the Client owes the Contractor, on whatever account, will become immediately due and payable. In the event of liquidation, bankruptcy, seizure, a suspension of payments or debt rescheduling on the part of the Client, all that which the Client owes the Contractor will again be immediately due and payable.
5. The Contractor is entitled to have the payments made by the Client serve, in the first instance, as payment of the costs, then of the outstanding interest and lastly of the Client sum and the current interest.
6. The Contractor may, without being in default, refuse a payment offer if the Client assigns a different payment allocation sequence.
7. The Contractor may refuse full payment of the Client sum if this does not also cover the outstanding and current interest and costs.
8. In the event of a jointly placed order, the Clients will be jointly and severally liable for payment of the amounts owed in so far as the work has been carried out on behalf of the joint Clients.

## Article 9 Collection costs

1. After passing of the payment deadline, as referred to in Article 8 paragraph 1, and if the Client has not yet fulfilled its payment obligation, the Client will receive a written payment reminder in which the Client is again set a deadline to fulfil its payment obligations.
2. If the Client has still not fulfilled its payment obligations by the second deadline, the Client will receive a written notice to pay in which the Contractor will set a final deadline by which the Client has to fulfil its payment obligations, increased by the default interest referred to in Article 8 paragraph 2.
3. If the Client has still not fulfilled its payment obligations by the time the final deadline passes, the Contractor will charge the Client all reasonably incurred judicial and extrajudicial (collection) costs and/or foreclosure costs which the Contractor has had to incur as a consequence of the non-fulfilment on the part of the Client.

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## Article 10 Claims and complaints

1. The Client must report complaints about the work carried out, or the invoice for the fee, to the Contractor in writing within 8 days of them having arisen, but no later than within 30 days after completion of the work in question or within 14 days after the invoice dispatch date. The complaint must include a description of the shortcoming which is as detailed as possible, so that the Contractor is able to respond adequately.
2. A claim does not cause the Client's payment obligation to be suspended unless the Contractor has informed the Client that it considers the claim to be founded.
3. In the event of a justified claim, the Contractor can choose between adapting the fee charged, rectifying the shortcoming free of charge, re-executing the agreed work or, if the latter is no longer possible or sensible, no longer executing the order wholly or partially in return for a proportional refund of fee paid by the Client.
4. If it is no longer possible or sensible to re-execute the work, the Contractor will only be liable within the limits of Article 14.

## Article 11 Termination and cancellation of an Agreement to provide services

1. Contractor can terminate the Agreement in writing at any time with due regard for a period of notice of 1 month.
2. If the Client does not, or does not entirely, observe the period of notice, the Contractor will be entitled to compensation due to the resulting loss of turnover for the (remaining) period of notice, unless the termination is based on facts and circumstances which can be attributed to the Contractor. Moreover, the Client is still obliged to pay invoices for work carried out up to that point in time. Subject to approval, the provisional results of the work carried out to that point in time will therefore be made available to the Client.
3. If the Contractor terminates the Agreement prematurely, the Contractor will ensure, in consultation with the Client, the transfer of work still to be carried out to third parties, unless the termination is based on facts and circumstances which can be attributed to the Client.
4. If the transfer of the work means the Contractor incurs additional costs, these will be charged to the Client.
5. In the event that the Client decides to cancel or postpone a training course, workshop, programme or other services that are agreed upon, the following will apply:

	<i>Cancellation</i>	<i>Postponement</i>
Within 8 weeks	10%	-
Within 6 weeks	25%	15%
Within 4 weeks	50%	30%
Within 2 week	100%	50%

In the event of postponement, a new date/new dates will be agreed within 2 weeks of postponement announcement, otherwise the cancellation conditions will apply.

## Article 12 Suspension and dissolution

1. The Contractor is authorised to suspend compliance with the obligations or to dissolve the Agreement if:
  - the Client does not fulfil the obligations resulting from the Agreement, or does not do so in full;
  - after the Agreement has been entered into, the Contractor becomes aware of circumstances which give reason to fear that the Client will not fulfil its obligations. In the event that there is no valid reason to fear that the Client will only partially fulfil its obligations or will do so inadequately, the suspension will only be permitted insofar as justified by the shortcoming;
  - when the Agreement is entered into, the Client is requested to provide surety for fulfilment of its obligations resulting from the Agreement and this surety is not forthcoming or is insufficient.
2. Moreover, the Contractor is authorised to dissolve the Agreement (or have it dissolved) if circumstances occur which are of such a nature that fulfilment of the Agreement is impossible or can no longer be demanded on the basis of the criteria of reasonableness and fairness, or if any other circumstances occur which are of such a nature that continued existence of the Agreement cannot reasonably be expected without any changes being made.
3. If the Agreement is dissolved, the Contractor's claims vis-à-vis the Client will become immediately due and payable. If the Contractor suspends fulfilment of the obligations, it will retain its claims based on law and the Agreement.
4. The Contractor will always retain the right to claim compensation.

## Article 13 Return of items made available

1. If the Contractor has made items available to the Client during execution of the Agreement, the Client will be obliged, at the Contractor's request to that effect, to return said items in their original state, undamaged and complete within 14 days. If the Client does not fulfil this obligation, it will have to pay all the resulting costs.
2. If the Client is still in default as regards the obligation referred to under 1., for whatever reason and after a request to that effect has been made, the Contractor will be entitled to recover from the Client the resulting loss and damage and costs, including the costs of replacement.
3. Wherever necessary for the execution of the Agreement, copies of the original documents that the Client has made available to the Contractor will be added to the Contractor's dossier. If and in so far as the Client so requests, these documents will be returned to the Client at the end of the Agreement.

## Article 14 Liability

1. If the Contractor is liable, this liability will be limited to the level provided for in this provision.
2. If the Client is able to demonstrate that it has suffered damage due to an act or mission on the part of the Contractor which would have been avoided in the event of careful and expert action, the Contractor will be liable for the damage to a maximum equal to the limits applicable to the claim on the basis of the professional liability insurance the Contractor has taken out, i.e. to a maximum equal to the invoice amount of the Agreement in question, i.e. of that part of the order to which the liability relates. In contrast to that stated under 2. of this article, liability in the case of an order with a term of more than six months will be additionally limited to the part of the fee owed during the last six months.
3. Wherever possible, the Contractor is entitled, at all times, to prevent or avoid the damage (to be) suffered by the Client.
4. Damage exclusively means damage to people, damage to items and direct material loss.
5. The Contractor is never liable for indirect damage, which includes consequential damage, lost profit, missed savings and damage due to business delays.
6. The damage liability restrictions included in these terms and conditions do not apply if the damage is due to intent or comparable gross negligence on the part of the Contractor or its subordinates.
7. The liability restrictions laid down in paragraphs 2 to 5 of this provision are stipulated partly on behalf of third parties engaged by the Contractor which can therefore directly invoke the liability restrictions as a result.
8. The Contractor does not guarantee the correct and complete conveyance of the content of e-mail messages sent, nor the timely receipt thereof.

## Article 15 Indemnification

1. The Client indemnifies the Contractor for claims from third parties relating to intellectual property rights to the materials or data issued by the Client which are used during execution of the Agreement.
2. If the Client issues information carriers, electronic files or software etc. to the Contractor, the Client will indemnify the Contractor for any damage caused by viruses and defects.
3. The Client indemnifies the Contractor against claims from third parties due to damage caused due to the Client having issued the Contractor with incorrect or incomplete information.
4. The Client indemnifies the Contractor for all claims from third parties – including the Client's shareholders, directors, members of the supervisory board and staff, as well as affiliated legal entities and companies and others involved in the Client's organisation – which result from, or are related to, the Contractor's work on behalf of the Client.

## Article 16 Transfer of risk

1. The risk of loss of or damage to items which are the object of the Agreement transfers to the Client once these are legally and/or actually delivered to the Client and are thereby brought under the control of the Client or a third party designated by the Client.

## Article 17 Force majeure

1. The parties are not bound to fulfil any obligation if they are hampered from doing so as a consequence of a circumstance which cannot be attributed to culpability and which is not for their account according to the law, a juridical act or generally accepted views.
2. In addition to its scope as defined in laws and jurisprudence, force majeure in these General Terms and Conditions also means illness of the person engaged by the Contractor for the execution of the Agreement or of third parties it has engaged and all exterior causes, whether foreseen or unforeseen, that are beyond the Contractor's influence and result in the Contractor not being able to fulfil its obligations.
3. The Contractor is also entitled to invoke force majeure if the circumstance which hinders (further) fulfilment takes effect after the Contractor should have fulfilled its obligations.
4. The parties may suspend the obligations resulting from the Agreement during the period that the force majeure continues. If this period lasts for longer than two months, either party is entitled to dissolve the Agreement without any obligation to compensate the other party for damage.
5. Insofar as the Contractor has partly fulfilled, or will be able to fulfil, its obligations resulting from the Agreement by the time at which the force majeure takes effect, and insofar as independent value has accrued to the part fulfilled or to be fulfilled, the Contractor is entitled to submit a separate statement of expenses for the part fulfilled or to be fulfilled. The Client is obliged to pay such expenses as if they were part of a separate Agreement.

## Article 18 Secrecy

1. Both parties are obliged to observe secrecy with respect to all confidential information which they have acquired from each other or from another source within the framework of their Agreement, unless one of the parties has a legal or professional obligation to publish, or unless one party has discharged the other party in writing from the obligation to secrecy. Information is confidential if the other party has been informed to this effect or if such results from the nature of the information. The Contractor will impose its obligations under this provision on any third parties it engages.
2. Contrary to the first paragraph of this article, the Contractor is entitled, if it acts on its own behalf in disciplinary, civil or criminal proceedings, to use the details and information provided by, or on behalf of, the Contractor, and other details and information which it has taken cognisance of during the execution of the order, in so far as these may, in its judgement, be important for its defence.
3. If the Contractor is obliged, on the grounds of a statutory or professional duty, to provide confidential information, and the Contractor is unable to invoke a right to refuse evidence in the matter, the Contractor will not have a compensation/indemnification obligation and the other party will not be entitled to dissolve the Agreement on the grounds of any damage which might have been caused.
4. Except when the Contractor has given its explicit written permission in advance, the Client is not permitted to disclose the content of recommendations, opinions or other written statements by the Contractor, nor to make them available to third parties in any other way. This provision does not apply if such is a direct result of the Agreement.

## Article 19 Intellectual property and copyrights

1. Without prejudice to the other provisions of these General Terms and Conditions, the Contractor reserves all rights relating to products of the mind which it uses, has used or has developed within the framework of the execution of the Agreement, in so far as these are based on the law.
2. All the documents issued by the Contractor, such as recommendations, (draft) Agreements and other products of the mind are exclusively intended to be used by the Client and may not be copied, published or brought to the notice of third parties by the Client without prior written permission from the Contractor, unless the nature of the issued documents determines otherwise.
3. The Contractor reserves the right to use the knowledge acquired on the basis of the execution of the work for other purposes in so far as this does not result in any confidential information being brought to the attention of third parties.

## Article 20 Deadlines

1. In so far as these General Terms and Conditions do not determine otherwise, the Client's claims and other powers vis-à-vis the Contractor, on whatever account, in connection with the execution of work by the Contractor, lapse in any event one year after the moment at which the Client (could have reasonably) found out about the existence of said entitlements and powers.

## Article 21 Applicable law, disputes and choice of jurisdiction

1. All Agreements between the Contractor and the Client are subject to the laws of the Netherlands.
2. The parties will only start legal proceedings if they have done their very best to settle a dispute on the basis of mutual consultation.
3. All disputes which are related to Agreements between the Contractor and the Client are to be settled by the competent court in the district in which the Contractor has its domicile, unless the Subdistrict Court has jurisdiction. Nevertheless, the Contractor is entitled to submit the dispute to the court which is competent according to law.

## Article 22 Amendment to and location of the terms and conditions

1. These terms and conditions have been deposited at the offices of the Chamber of Commerce in Zwolle. Only the version deposited last is applicable, or the version which was applicable at the time the Agreement was drawn up.