

## **GENERAL TERMS AND CONDITIONS EXPERTIZED!**

### **1. Definitions**

**Expertized!, general partnership**, established in Rotterdam, office location Siciliëboulevard 120, 3059 XT, Chamber of Commerce registration number 58914781, hereafter to be named Expertized!. **Client:** any party who gives an assignment to Expertized! or for whom Expertized! performs work.

### **2. Applicability of general terms and conditions**

2.1 These general terms and conditions are applicable to all agreements between Expertized! and Client and to all assignments or work that is carried out by Expertized! for Client.

2.2 These general terms and conditions are also applicable to all individual (legal) persons that are connected to Expertized!

### **3. Establishing of agreements**

3.1. Agreements with Expertized! are established by means of Client accepting in writing the quotation from Expertized!, or if there is no written quotation, by giving an oral or informal assignment and at the (start of) execution of the assignment.

### **4. Assignments**

4.1 The execution of the assignment by Expertized! has the character of a best-effort obligation.

4.2 Expertized! will carry out the assignment on the basis of the information such as provided by the Client.

4.3 All assignments are considered to be given to Expertized! and not to an individual person connected to Expertized!

### **5. Information and participation**

5.1 Client will always make available to Expertized! in time and to the full all the information that may be relevant to carry out the assignment and will render the support Expertized! reasonably needs to carry out the assignment.

### **6. Fees**

6.1 Client owes Expertized! a fee, based on an hourly or daily rate in accordance with the time-based fee, with a 5% surcharge for administration costs, except in the case of a fixed fee having been agreed upon with client.

6.2

Client will be charged separately for costs incurred by staff members of Expertized!, such as travelling and living expenses, accommodation rent, equipment hire or external advice. If a single journey lasts longer than 4 hours 50% of the hourly fee will be charged.

## **7. Invoicing and payment**

7.1 Fees and costs will be invoiced monthly at the end of each month in which the work has been executed, with a specification of the hours worked and the costs incurred.

7.2 Invoices are fully payable by Client within 30 days of the invoice date. Invoice deductions by Client are not permitted.

7.3 In case of non or late payment Client is liable for payment of the legal commercial interest rate from the expiry date on the invoice, as well as any debt collection costs.

7.4 Expertized! reserves the right at all times to require a down payment or ask for security for payment of assignment fees before (further) executing the assignment, if Expertized! is of the opinion it has reasons to do so.

## **8. Intellectual ownership rights**

8.1 All rights of intellectual ownership that belong to Expertized! or to third parties that are called in by Expertized! remain with Expertized! or with these third parties, also when their basis lies within the framework of the assignment of Client. Client has the right to use and adapt the work produced by Expertized! in his own business, for the purpose for which it was designed.

## **9. Liability**

9.1 If, in the execution of an assignment an event occurs which leads to Expertized! being liable, then this liability will not exceed the maximum amount payable in such cases under Expertized!'s liability insurance, increased with the excess payment.

9.2 If, for whatever reason, the insurer does not accept liability for any amount, Expertized!'s liability is limited to the amount of the assignment and, in case of assignments exceeding 6 months, to compensation within the framework of the assignment over the last six months, immediately prior to infliction of the damage.

9.3 Any claims by Client are to be submitted to Expertized! as soon as possible, but at the latest within three months after the damage occurred. All liability claims shall expire one year after the claim arises.

9.4 With the exception of intent or gross negligence, Expertized! is not liable for indirect, immaterial, corporate or consequential damages.

9.5 If Expertized! calls in a non-connected (legal) person within the framework of the execution of an assignment, Expertized! is not liable for mistakes made by this (legal) person.

9.6 If Expertized! engages a non-connected (legal) person with limited liability Expertized! is justified to accept this restriction on behalf of Client.

## **10. Confidentiality**

10.1 Expertized will keep secret from third parties all confidential information and data of Clients. Within the framework of the assignment Expertized! will take every preventive measure possible to protect Clients' interests.

10.2 Expertized! has the right to use Client as a reference and add Client's name to the list of business relations/clients as published on Expertized!'s website or in other communications, unless Client states its objections in writing.

## **11. Cancellation**

11.1 Each party involved has the right to withdraw from the assignment agreement with immediate effect in the case of bankruptcy of, or (application for) suspension of payment by the other party, or when the Natural Persons Debt Rescheduling Act is applied to the other party.

11.2 In case of an assignment cancellation Client will be charged to the full from the moment of cancellation for (preparatory) work carried out by Expertized! and costs incurred or cancellation costs of third parties for location hire, staff, etc.

11.3 In case of cancellation within 24 hours of courses, training sessions or time otherwise reserved for appointments with Client, Client will be charged for the time reserved. If courses and training sessions are cancelled within 5 working days, the full 50% of the agreed fee will be charged in accordance with Article 2.

11.4 In case of cancellation of coaching, courses or training sessions Client is entitled to allow other persons to participate in the planned coaching session, course or training.

## **12. Applicable law and arbitration**

12.1 The legal relationship between Expertized! and Client is subject to Dutch law. The competent court in Rotterdam is exclusively authorised to hear any dispute between Expertized! and Client, unless Expertized! accepts the competency of another court. In case of a dispute parties will try to resolve the dispute through mediation by means of an NMI registered mediator before starting civil court proceedings.

Rotterdam, April 2019