

Article 1. General

- 1 These general terms and conditions apply to every offering, quote and agreement between Business-Developer, hereafter to be called: "Contractor" and a Principal to with the Contractor declares these terms and conditions applicable, unless parties have expressly put alterations in writing.
- 2 The terms in question also apply to agreements with Contractor, for the execution of which Contractor has involved third parties.
- 3 These general terms and conditions are also written for employees of Contractor and its Management.
- 4 The applicability of procurement conditions or other terms and conditions of Principal are firmly rejected.
- 5 If one or more provisions in these general terms and conditions at any time are partly or fully annulled or will be annulled, the remainders of the general terms and conditions will continue to be fully applicable. Should this occur Contractor and Principal will deliberate new conditions that will replace the annulled conditions and that comply to the goal and intention of the original conditions
- 6 If the interpretation of one or more conditions is unclear, than the condition shall be interpreted in according to the spirit of it.
- 7 When a situation occurs which is not settled in these general terms and conditions, the situation will be judged according to the spirit of the general terms and conditions.
- 8 Should Contractor not order to strictly comply to the these conditions, this does not mean that the conditions are not applicable, or that Contractor in any way loses his right to order to strictly comply to these conditions.

Article 2 Quotes and Offerings

- 1 Quotes and offers of Contractor are without obligations, unless an acceptance period is set. When an acceptance period is not set, not in any way can rights be derived from this offering, should the product to which the offering applies be unavailable.
- 2 Contractor cannot be held to his quotes or offers when the Principal can reasonable understand that the offers and quotes or parts of it, contain a clear mistake or clerical error.
- 3 The prices stated in the Quote are excluded from VAT and other governmental duties, including possible, to the contract related, costs for travel and accommodation, delivery and administration, unless otherwise stated.
- 4 When the acceptance (whether or not regarding secondary issues) deviates from the offer stated in the offering, the Contractor is not held to it. The agreement will not established according to the deviating acceptance, unless otherwise stated by the Contractor.
- 5 A compiled offering does not obligate Contractor to execute part of the assignment at an equal part of the stated price. Discount in offers do not automatically apply to future orders.

Article 3 Contract period; term of execution, passage of risk, execution and change of the agreement; price raise

- 1 Parties set out in the contract the duration of the agreement and the extent of the assignment. Should the contract lack an arrangement for the duration and extend of the assignment, the contract ends when both parties has fulfilled their obligations that arise from the contract, unless the nature of the contract is reason to differ or if parties have expressly put in writing otherwise.

- 2 When an end date has been set for the execution of the stated tasks or for the delivery of certain goods, then this is never a firm date. When the end date is exceeded the Principal should therefore send a formal notice and declare the Contractor to be in default. Contractor has to be given a reasonable time frame for the implementation of the contract
- 3 Contractor will establish the contract to the best of his insight an abilities and according to the demand for good craftsmanship. All on the basis of the known state of science in that moment.
- 4 Contractor has the right to have third parties establish certain tasks. The application of Article 7:404, 7:407 lid 2 and 7:409 Dutch Civil Code are firmly excluded
- 5 When Contractor or third parties under assignment of the Contractor establish tasks on the location of the Principal or a location that has been appointed by the Principal, the Principal will ensure for the facilities needed, free of charge.
- 6 Delivery is established ex-company of Contractor. Principal is obligated to accept items at the moment where these are made available to him. When the Principal refuses acceptance of the delivery or defaulted to supply information or instruction needed for the delivery of the items, Contractor is allowed to store the goods at the expense and risk of the Principal. The risk of loss, damage, or depreciation passes on to the Principal at the moment where the items have been made available to the Principal.
- 7 Contractor is allowed to establish the contract in different phases and to invoice the executed parts separately.
- 8 When the contract is established in phases the Contractor has the right to postpone the parts that belong to the next phase until Principal has approved the results of the preceding phase in writing.
- 9 Principal will ensure that all information, of which Principal has indicated to be necessary, or of which Principal should reasonably understand to be needed for the establishing of the assignment, is made available to the Contractor in time. If the necessary information has not been made available to Contractor in time, Contractor is allowed to postpone the establishing of the agreement and / or to charge Principal for the extra costs resulting from the delay using the tariffs which are in effect. The execution time frame will not start any earlier then the date on which Principal has made the information available to Contractor. Contractor is not liable for damage, of any kind, when Contractor has operated on the basis of false and / or incomplete information that was made available to him by Principal.
- 10 If during the establishing of the agreement it has come clear that an adjustment of or an addition to the assignment is needed in order for a proper establishing of the agreement, then parties will in time and in dialog come to an adjusted agreement. When the nature, extend or the content of the agreement is adjusted, whether or not designated by Principal, Notified bodies et cetera, and the agreement is changed in terms of quality and / or quantity, then this can have consequences for the original agreement. The price that was originally agreed upon can be lowered or raised. Contractor will quote these price changes upfront as much as possible. The change of the agreement can result in a change of the execution time frame. Principal accepts the possible changes in the agreement, including the changes in price and execution time frame.
- 11 When the agreement is changed, including supplementations, Contractor is allowed to postpone the establishing of the agreement until an authorized person of Principal has agreed and until Principal has agreed upon the for the establishing stated price and other conditions, including the to be determined execution time frame. When the changed agreement is not being established or not being established right away. Not establishing or not establishing the agreement right away does not result in a non-fulfillment of obligations of the Contractor which enables Principle to terminate or cancel the agreement.
- 12 Without becoming a defaulter Contractor can refuse a request for change of the agreement, when this could have consequences for the quality or quantity, for example for the toe be executed tasks or to be delivered goods.
- 13 When Principle defaults in reliably fulfilling the obligations towards Contractor, then Principle is liable for all direct and /or indirect damage that result on the side of Contractor.

- 14 When Contractor and Principal agree upon a fixed fee, or fixed price, then Contractor is nevertheless at any time allowed to increase this fee or price without allowing the Principle to cancel the agreement, when the price-raise results of an authorization or obligation owing to laws and legislations, or which origins from a raise in prices of raw-materials, wages et cetera or other bases which at the moment of entering the agreement where unforeseeable.
- 15 When the price-raise caused by other causes then a change in the agreement amounts over 10% and occurs within three month after entering the agreement, then only that Principal that is allowed an appeal on title 5 department 3 of Book 6 Dutch Civil Code, is allowed to cancel the agreement by written declaration, unless Contractor
 - nonetheless agrees to establish the agreement according to the original terms and conditions;
 - when the price-raise results from an authorization of the Contractor due to obligations of the Contractor by law.
 - when conditions are set for the delivery to be established beyond three month after entering the agreement;
 - or, when levering a case, if terms are set for the delivery to be established beyond three month after the sale.

Article 4 Delaying, cancelation and premature termination of the agreement

- 1 Contractor is allowed to delay the fulfilling of obligations, or to cancel the agreement, if Principal does not, or does not completely, or does not in time, fulfill the obligations of the agreement, after entering the agreement Contractor has gained knowledge of circumstances which give good reason to fear that Principle will not fulfill the obligations, if Principal during the closing of the contract has been asked for assurances for fulfilling the obligations and these assurances remain absent or are insufficient or when due to the delay on the side of the Principal Contractor can no longer be asked to fulfill the duties of the agreement under the agreed terms and conditions.
- 2 furthermore Contractor is allowed to terminate the contract when circumstances occur of which such nature where establishing the agreement is impossible or when other circumstances occur of such nature that it is unreasonable to demand Contractor to continue the unchanged agreement.
- 3 When the agreement is terminated the claims of Contractor on the Principal shall be immediately due and payable in full. When Contractor delays establishing of the obligations, he maintains his entitlements coming from low and the agreement.
- 4 When Contractor delays or cancels, he is in no way held to pay for damage and costs arisen from it in any way.
- 5 When the termination is attributable to Principle, Contractor is allowed to claim Principal for all by Contractor suffered damage and costs, which are a direct or indirect result.
- 6 If Principal does not fulfill the obligations which derive from the contract and this default justifies termination, then Contractor is allowed to terminate the agreement immediately with immediate effect without any obligation on his side to pay any indemnification or any damage compensation, whereas Principal, on account of default, is obligated to pay indemnification or damage compensation.
- 7 If the agreement is prematurely terminated by Contractor, Contractor will consultation with Principal ensure for the passage of remaining tasks to a third party. This unless Principal is liable for the termination. If the passage of tasks results in extra costs for the Contractor, then these costs will be invoiced. Principal is held to his obligation to pay these costs within the stated time frame, unless Contractor states otherwise.

- 8 Contractor is allowed to terminate the contract, without court intervention, and without a formal notice of default, immediately or to cancel the order or agreement immediately, without any obligation to pay indemnification or damage compensation:
 - a) In case of liquidation of the Principal
 - b) In case of (request for) suspension of payment of the Principal
 - c) In case of (request for) bankruptcy of Principal
 - d) in case of confiscation charged to Principal when and for as far the confiscation has not been eliminated within three months
 - e) in case of debt repayment or another circumstance in which Principal can't freely dispose of his capital
 - f) it is reasonable to expect that Principal is no longer capable to fulfill the obligations of the agreementThe claims of Contractor in the cases a to f are immediately collectable
- 9 When Principal cancels an order partly or in whole, all tasks that have been established and all related ordered and finished goods, enhanced with possible costs for transport, dispatch and the for the execution of the agreement reserved labor time, in whole will be charged to Principal

Article 5 Force Majeure

- 1 Parties are not required to fulfill any obligation if it is prevented from doing so as a result of circumstances not attributable to it, nor by law, legal action or commonly held opinion.
- 2 In these general terms and conditions Force Majeure is to be understood, besides the understanding of force majeure by law and jurisdiction, as all causes that come from outside, foreseen or unforeseen, to which the party that claims force majeure cannot exercise direct influence on due to which he is unable to fulfill his obligations. Strikes in the company of the party who claims force majeure, or strikes by a third party are excluded from force majeure.
- 3 Counterparty of the party who claims force majeure is allowed during the period of force majeure to postpone the obligations of the agreement. When this period takes longer than two month, than either party is allowed to terminate the agreement, without the obligation to pay counter party for damage.
- 4 In so far as either party has partly performed or will be able to partly perform its obligations arising from the Agreement at the time when the situation of force majeure occurs, and that part performed or to be performed is of independent value, the User will be entitled to invoice the part performed or to be performed separately. Counter party is obligated to fulfill the invoice as if it were a separate agreement.

Article 6 Betaling en incassokosten

- 1 Payment must be made within 14 days of the invoice date, in a manner designated by the User in the currency stated in the invoice, unless Contractor has stated otherwise in writing. Contractor is allowed to invoice periodically.
- 2 If the Principal fails to pay in time, Contractor will send a payment reminder enabling the Principal a reasonable time frame to pay the invoice. If Principal continues to fail to pay the invoice Principal shall be in default by operation of law. Principal is in this case due an interest of 1% per month, unless the legal rate is higher, in which case the legal rate is due. The interest on the collectable claim will be calculated from the moment where Principal is failing until the moment where the complete owed claim has been paid.
- 3 The contractor has the right to use any payments made by the client to firstly deduct any costs made, then to deduct the accumulated arrear interest and finally to pay off the total amount due and interest currently accruing. The contractor can, without being in default, refuse an offer of payment if Principal indicates a different order of attribution for the payment. The contractor has

the right to refuse full repayment of the amount due, if the accumulated arrear interest and interest currently accruing are not repaid as well.

- 4 The client does not have the right to adjust the amount indebted to the contractor. Objections to the amount stated on the invoice do not suspend the client's obligation to pay. If counterparty does not appeal to section 6.5.3 (Articles 231 to 247 of book 6 of The Dutch Civil Code), he is not entitled to suspend the payment of an invoice for any other reason.
- 5 If the client remains in default with regard to the (timely) compliance of his obligations, all reasonable costs to obtain payment using extrajudicial methods will be charged to the client. Extrajudicial costs are calculated on the basis of what is accepted in the Dutch collection business, which at the moment is the calculation method according to the II Report (Rapport Voorwerk II) II. If the Contractor however has made higher than reasonably necessary costs to collect payment, then the actual costs will be taken into account. Any reasonable court costs and enforcement costs will also be borne by the Principal. The Customer also owes interest on the owed collection charges.

Article 7 Retention of Title

- 1 Everything that Contractor delivers in the context of the agreement will remain the property of Contractor until the Client has adequately fulfilled all obligations under the agreement(s) concluded with Contractor.
- 2 Everything that Contractor has delivers, which due to paragraph 1. are subject to retention of title, may not be sold on and may never be uses as a means of payment. The Client is not authorized to process, pledge or otherwise encumber the goods subject to retention of title.
- 3 The Customer shall at all times do whatever may reasonably be expected of him to safeguard the rights of ownership to unpaid products. If third parties seize the delivered items under retention of ownership and/or wish to establish rights thereupon, or in fact do so, then Client is obliged to immediately notify Contractor on that. Principal shall be under the obligation to insure the goods delivered under retention of title and to keep them insured against fire, damage caused by explosion or water, and against theft, and to submit the policies of such insurance to Us for inspection. In case of any possible payment on the insurance, Contractor shall be entitled to this money. As far as it is necessary, Principal is considered to assist Contractor in all that might be needed in this case.
- 4 In case Contractor wants to exert its ownership rights as indicated in this Article, Principal in advance provides unconditional and irrevocable permission to Contractor and the third parties to be appointed by Contractor in order to access all those locations where the property of Contractor is located and to take this back.

Article 8 Guarantees, research and reclamation, limitation.

- 1 Goods delivered by Contractor shall meet the usual requirements and standards that at the time of delivery can be reasonably expected and are usual for use in the Netherlands. The guarantee as referred to in this Article shall apply to goods that are intended for use within the Netherlands. When used outside the Netherlands, counterparty itself is to verify if the goods are suitable for use at that specific location and meet the conditions required locally. Contractor in that case is able to set other guarantees and other conditions in respect of the goods to be supplied
- 2 The guarantee mentioned in paragraph 1 of this Article applies to a period of 3 months unless the parties have agreed otherwise. If the guarantee provided by Contractor concerns goods manufactured by a third party, than guarantee is limited to what manufacturer provides to it, unless otherwise stated.
- 3 Any kind of warranty is void if a defect is caused by or resulting from improper of inappropriate use or use after expiration date, improper storage of maintenance by counterparty and/or third

parties or when counterparty and/or third parties have –without permission of Contractor- made changes of have tried making changes to the goods or if the items were processed or modified in another way as prescribed. Counterparty is not entitled to any warranty if the defect is caused or arising from circumstances which are not under Contractor’s control, including extreme weather conditions (such as, but not limited to, extreme temperatures or extreme rainfall) et cetera.

- 4 Counterparty is obliged to investigate (or have investigated) the delivered immediately at the moment that the goods are made available by Contractor. Counterparty thereto must examine if the quality and/or the quantity of the delivered goods are in accordance to what was agreed and meet the requirements of what both parties thereto have agreed. Any visible defects must be reported by letter to Contractor within seven days after the goods have been received by counterparty. Any defects that are not visible have to be reported by letter to Contractor immediately, yet within 14 days after discovery. The report must give a detailed description of the defect, so that Contractor is able to respond adequately. Counterparty must give Contractor the opportunity to investigate (or have investigated) the complaint.
- 5 Even if counterparty complains timely, his payment obligation remains. In that case counterparty is held to accept and pay for the ordered goods
- 6 If a defect is reported too late and not directly after receiving the goods, counterparty is not entitled to repair, replacement or compensation.
- 7 If it is determined that one or more delivered items are deficient, and is complained timely, Contractor will repair, replace or compensate the deficient goods within reasonable time after receiving the returned goods or if returning is not reasonably possible after receiving a written notification of the defect by the counterparty. In case of replacement, counterparty is obliged to return the deficient goods and/or ownership to Contractor unless Contractor indicates otherwise.
- 8 When it appears a complaint is unfounded, the costs incurred, including research costs on part of Contractor will be charged to the counterparty.
- 9 After the warranty period, all costs for repair, replacement, including administration, shipping costs and drive will be charged to the counterparty
- 10 Notwithstanding the statutory limitation periods (as stated by the Dutch Law), the limitation period for all claims and defenses against Contractor is one year.

Article 9 Liability

- 1 If Contractor is liable, this liability is limited to what is stated in this provision.
- 2 Contractor is not liable for damages of whatever nature, caused by Contractor due to incorrect and/or incomplete data provided by counterparty.
- 3 If Contractor is liable for any damages, than the liability shall be limited to twice the invoice value of the order, or part of the order to which the liability relates.
- 4 In any case liability of Contractor is limited to the amount paid by its insurer.
- 5 Contractor is solely liable for direct damage
- 6 With direct damage is meant only the reasonable costs incurred to establish the cause and extent of damage, for as far the cause is related to damage in the sense of these terms, the reasonable costs incurred for deficient performance of Contractor regarding the agreement, as far as these can be attributed to Contractor and the reasonable costs incurred to prevent or limit damage, if counterparty demonstrates that these expenses resulted in reduction of the direct damage as referred to in these terms and conditions. Contractor is never liable for indirect damage, including consequential damages, lost profits, lost savings and damage due to business stagnation.
- 7 The contractor is not liable for any direct and/or indirect consequential loss, including, and not limited to, compensation for loss of data, loss of income, unaccomplished cost reductions, loss of business opportunities, loss of profits, cost of repairs or any other form of compensation,

which emerged at Principal of its clients, or any other form of financial loss resulting from or relating to projects at clients of Principal. This limitation of liability applies to all damage claims, whatever the cause or liability theory on which it is based, including without limitation claims based on wrongful act, contract, pre-contract or quasi-contract.

- 8 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Contractor or its executive subordinates.

Article 10 Indemnification

- 1 Counterparty indemnifies Contractor against possible claims from third parties, who suffer damage by implementation of the agreement or due to a connection with the delivered goods for which the cause is not accountable to Contractor. If Contractor should be addressed directly by a third party, counterparty is held to assist both outside and in law and counterparty is to do immediately what in that case can be expected. Should counterparty fail to take adequate measures, then Contractor, without notice, is entitled to take these measures itself. All costs and damages on the part of Contractor and third parties are for the account and risk of counterparty.

Article 11 Intellectual property

- 1 Contractor retains the rights and powers of intellectual property or industrial property for all that has been created and / or has been made available pursuant to the agreement, like but not limited to for example the by Contractor developed methods 'Guerilla Research' and 'Guerilla Sales'. Contractor retains the rights and powers for which he is entitled under the Copyright and other intellectual property laws and regulations.
- 2 Principal shall obtain only the user rights and authority expressly vested in it by these terms and conditions or otherwise.
- 3 Contractor shall have the right to use by the execution of an agreement at its side increased knowledge for other purposes, provided that no strictly confidential information of the customer will be notified to third parties.

Article 12 Confidentiality

- 1 Contractor is bound by confidentiality with respect to information where it has been specifically stated that this is confidential, that was received during interviews with clients. Confidential information will not be published partly nor in whole, by other persons without the written permission of Principal, except for employees, agents, or subcontractors who are involved in the implementation and or support of products of Principal. Confidentiality applies to the timeframe of the agreement and after termination of the agreement. This obligation does not apply to:
 - information which, after the date it is made known to Contractor, has become general knowledge, other than through illegitimate means or negligence on the part of Contractor.
 - information already in the possession of Contractor, its employees, agents or subcontractors, other than through illegitimate means or negligence on the part of Contractor.
 - information which Contractor has received legitimately from third parties, other than through illegitimate means or negligence on that those parties.
 - Confidential information that must be published due to judicial process or legislation, whereby Contractor has made reasonable effort to inform the claiming party of the confidentiality of the confidential information, and whereby Contractor will contribute of efforts of the claiming party to keep the information confidential.

Article 12 Applicable law and disputes

- 1 To all legal relationships to which Contractor is a party, only Dutch law applies, even if a contract is executed wholly or partly abroad, and/or if counterparty concerned is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
- 2 The judge or court in the location where Contractor is located shall have exclusive jurisdiction over disputes, unless Dutch law requires otherwise. Nevertheless Contractor is entitled to submit any dispute tot the competent court according to law.
- 3 Parties will first appeal to court only after turning to the utmost to solve a dispute by mutual agreement.

Article 13 Location and change conditions

- 1 These conditions can be found on the website at: <http://www.business-developer.nl/algemenevoorwaarden.pdf>
- 2 Applicable is always the version valid at the time of formation of the agreement between counterparty and Contractor.
- 3 The original Dutch text of the general conditions is always determinative for the interpretation thereof

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