

GENERAL TERMS AND CONDITIONS ADVIESBUREAU OPIFEX

Adviesbureau Opifex, whose registered office is at
Ecustraet 15, Etten-Leur, The Netherlands.

The company is registered in the Commercial Register of the
Chamber of Commerce and Industry in Breda, under number
20115565.

These general terms and conditions have been filed with the
Chamber of Commerce and Industry in Breda under number
20115565 on 8 July 2005.

Article 1. Definitions

1. Client: the party acting in connection with the performance of an occupation or business.
2. Documentation: all items made available by the client to Adviesbureau OPIFEX, including documents or data carriers, as well as all items, including documents or data carriers, produced in connection with the execution of the agreement by Adviesbureau OPIFEX.

Article 2. Applicability

1. These general terms and conditions are applicable to all price quotations and to all agreements (and the performance of such) which Adviesbureau OPIFEX has entered into in connection with the performance of activities.
2. Changes to the agreement and deviations from these general terms and conditions shall only be effective if they are agreed between Adviesbureau OPIFEX and the client in writing.

Article 3. Price quotations

The price quotations issued by Adviesbureau OPIFEX are subject to alteration without notice. The prices detailed in a quotation are exclusive of turnover tax (VAT).

Article 4. Duration of the agreement

1. The agreement is entered into for an unlimited period, unless otherwise arises out of the nature or scope of the agreement itself.
2. An agreement for an indefinite period can be terminated by both Adviesbureau OPIFEX and by the client with the observance of a period of notice of one month.

Article 5. Information from the client

1. The client is obligated to provide all the information and documentation, which Adviesbureau OPIFEX in its opinion needs for the correct performance of the agreement, on time in the desired form and in the desired way, to Adviesbureau OPIFEX.
2. Adviesbureau OPIFEX has the right to suspend the performance of the agreement until the client has satisfied the obligation detailed in the previous paragraph.
3. If and insofar as the client requests such, the documentation made available by it, notwithstanding that provided for under article 13, shall be returned to it.

Article 6. Execution of the order

1. Adviesbureau OPIFEX shall determine the way in which the agreement is carried out.
2. If during the term of the agreement activities are carried out for the professional practice or business of the client, which do not fall under the activities as agreed in the agreement concluded between Adviesbureau OPIFEX and the client, any records in relation to such in the administration of Adviesbureau OPIFEX will be used as the basis for assuming that these activities have been carried out under an incidental order from the client.

Article 7. Confidentiality and exclusivity

1. Adviesbureau OPIFEX is obligated to maintain confidentiality with respect to third parties who are not involved in the execution of the order, notwithstanding any obligations that are imposed on it under the law concerning the disclosure of certain information. This confidentiality concerns all information that is made available to it by the client, and the outcome of the processing of such.
2. Adviesbureau OPIFEX is not entitled to use the information provided to it by the client for any other purpose than that for which it was received.

Article 8. Intellectual property

1. Adviesbureau OPIFEX reserves all rights in relation to intellectual products that it uses, or has used, in connection with the agreement with the client, insofar as such rights exist or are vested on these products in a legal sense.
2. The client is expressly forbidden to reproduce/copy, to publish, or to exploit those products, such to include computer programmes, system designs, working methods, advice, (model) contracts, and other intellectual products, with or without the involvement of third parties.

3. The client is not permitted to give these products (or copies of such) to third parties, except to obtain an expert opinion concerning the activities of Adviesbureau OPIFEX.

Article 9. Force Majeure

1. The term “force majeure” means any shortcoming in the fulfilment of an obligation as a result of a non-attributable cause, such to include: sickness, and so on, of qualified personnel; computer, fax, and fax mode breakdowns; breakdowns in the supply of energy; and other similar causes both within the business of Adviesbureau OPIFEX and/or within the business of third parties engaged by Adviesbureau OPIFEX.

2. If the fulfilment of the agreement is temporarily impossible due to force majeure, the obligations of Adviesbureau OPIFEX shall be suspended.

If the period in which force majeure prevents

Adviesbureau OPIFEX fulfilling its obligations lasts for more than two months, both parties shall be entitled to dissolve the agreement in writing without any judicial intervention being necessary, and without any obligation to pay compensation in such cases.

3. If the fulfilment of the agreement is already permanently impossible, or impossible within the period referred to in the previous paragraph, due to force majeure, both Adviesbureau OPIFEX and the client shall be entitled to dissolve the agreement in writing without any judicial intervention being necessary, and without any right to payment of compensation existing in such cases.

4. If Adviesbureau OPIFEX has already partially fulfilled its obligations, or can only partially fulfil its obligations, when the force majeure arises, it will be entitled to invoice separately for that part which has already been carried out and/or can still be carried out, and the opposite party is bound to pay this invoice, insofar as that part of the agreement has independent value.

Article 10. Fees

1. The fee owed in relation to the activities shall be calculated based on an hourly rate, which shall be independent of the size and outcome of the order that has been awarded.

2. The fee of Adviesbureau OPIFEX, if necessary increased by the expenses of third parties who have been engaged, shall be charged to the client, including the turnover tax (VAT) owed on such, after the completion of the activities.

It is possible for expenses to be increased in connection with the engagement of third parties, if before the engagement of such the client is notified about this and it does not explicitly object to such, or if the engagement of third parties is required

under the law.

3. Adviesbureau OPIFEX is entitled, both before the commencement of the activities and during such, to suspend the execution of the activities until the client has paid Adviesbureau OPIFEX a reasonable and fair advance payment for the activities to be carried out and/or has provided security for such.

Article 11. Payment

1. Payment of the invoice amount by the client must be made within fourteen days after the invoice date, in euros, at the office of Adviesbureau OPIFEX, or by deposit in a bank account to be designated by Adviesbureau OPIFEX, without any right to discount or set-off of debts.

2. If the client has not made payment within the above-mentioned period and/or has not paid within a specific period agreed at a later date, it shall be deemed to be legally in default, and Adviesbureau OPIFEX shall have the right, without any further demand or notification of default being required, to charge the client compound interest of 1% (one per cent) per month or part of such that the due payment date is exceeded, from the due payment date up until the date of payment in full, this without prejudice to the further rights of Adviesbureau OPIFEX.

3. Furthermore, in the event of default the client shall also owe administration charges to Adviesbureau OPIFEX for an amount of at least € 25.00 (in words: twenty-five euros).

4. All costs arising from judicial and/or extrajudicial debt collection of the amounts owed shall be for the account of the client.

The extrajudicial debt collection costs shall amount to at least 15% of the outstanding amount, with a minimum of € 125.00 (in words: one hundred and twenty-five euros), excluding VAT.

5. In the event of an order given by joint clients, the clients, insofar as the activities are carried out for all the clients collectively, shall be jointly and severally liable for the payment of the invoice amount.

6. In the event of death, bankruptcy, suspension of payments, shutdown, attachment, liquidation, administration order, guardianship order, dissolution or financial incapacity of the client and/or the company of the client, all claims that Adviesbureau OPIFEX has against the client shall become immediately payable.

Article 12. Dissolution of the agreement

1. If the client does not satisfy its payment obligations, and moreover does not comply with a notice of default within a period of fourteen days, Adviesbureau OPIFEX shall be entitled

to dissolve the agreement with immediate effect without judicial intervention being required, this without prejudice to the other rights accorded to it.

2. In the event of death, bankruptcy, suspension of payments, cessation, attachment, liquidation, administration order, guardianship order, dissolution or financial incapacity of the client and/or the company of the client, Adviesbureau OPIFEX shall have the right to dissolve the agreement with immediate effect in writing without judicial intervention being required, this without prejudice to the other rights accorded to it.

Article 13. Right of suspension

Adviesbureau OPIFEX is at all times entitled to suspend the fulfilment of all its obligations, such to include the issuing of documentation or other items to the client or third parties, until such time as all payable claims against the client have been paid by it to Adviesbureau OPIFEX in full.

Article 14. Complaints

1. A complaint in relation to the activities carried out and/or an invoice amount must be notified to Adviesbureau OPIFEX in writing within fourteen days after the date of sending of the documents or information which the client is complaining about, or within fourteen days after the fault or shortcoming reasonably could have been discovered, this on pain of nullity of all rights.
2. A complaint as referred to in the first paragraph shall not suspend the obligation to make payment.

Article 15. Liability

1. Adviesbureau OPIFEX shall only be liable for damages suffered by the client, which are the result of an attributable shortcoming of Adviesbureau OPIFEX in the fulfilment of its obligations, if and insofar as this liability is covered by its insurance.
2. If in a particular case the insurance does not provide any cover or does not result in an insurance payout, or if the risk cannot reasonably be expected to be covered by insurance, the liability of Adviesbureau OPIFEX shall be limited to the invoice amount, with a maximum of € 2,500 (in words: two thousand, five hundred euros).
3. Adviesbureau OPIFEX shall not be liable for the damage or destruction of documentation during transport or during sending by post, regardless of whether or not the transport or sending was carried out by, or on behalf of, the client, Adviesbureau OPIFEX, or a third party.

Article 16. Applicable law and choice of forum

1. All quotation and all agreements between Adviesbureau OPIFEX and the client, which these general terms and conditions are applicable to, shall be subject to Dutch law.
2. All disputes in connection with the quotations and agreements between Adviesbureau OPIFEX and the client, which these general terms and conditions are applicable to, and which do not fall within the competence of the sub-district court, shall be put before the competent court in the district where Adviesbureau OPIFEX has its registered office, unless within one month after Adviesbureau OPIFEX has given it notice of such in writing, the client chooses for settlement of the dispute by the competent court designated in the way provided for under the law.