

**Article 1. Definitions**

1. Contractor: YPU Consulting, registered at the Chamber of Commerce in Breda with number 56227884.
2. Client: the natural or legal person who orders the provision of services and/or performance of work activities and/or delivery of goods.
3. Agreement: the agreement closed between Contractor and Client relating to the provision of services and/or the performance of work activities and/or delivery of items.

**Article 2. General**

1. The Agreement is formed by these general terms and conditions together with the confirmation of the assignment which is signed by Client and Contractor.
2. These general terms and conditions apply to each offer, quotation and Agreement between Contractor and Client, as far as parties have not expressly deviated from these general terms and conditions.
3. The application of any purchase and or other conditions of Client is expressly excluded.
4. If one or more stipulations in these general terms and conditions is at any time declared void or nullified in whole or in part by the court, then this is without prejudice to the effect of the other stipulations.

**Article 3. Offers and quotations**

1. All offers and quotations of Contractor are without obligation, unless a term for acceptance is set out in the offer or quotation. If an acceptance term is not set out, then no rights can be derived from the offer or quotation in any way.
2. The offers from Contractor are based on the information provided by the Client. Client guarantees that he/she has provided Contractor all information essential for setup, performance and completion of the order, in time and truthfully to Contractor.
3. Contractor cannot be bound to an offer or quotation if the Client can reasonably understand that (a part of) the quotation and or offer contains an obvious mistake or miswriting.
4. A compound offer and quotation does not bind Contractor to the performance of a part of the offer and quotation against a corresponding part of the quoted price.
5. Quotations and offers do not automatically apply to future orders.

**Article 4. Prices**

1. All prices are in euro's, exclusive of VAT and other government levies and also costs to be made in the frame of the Agreement, such as travel expenses and other expenses including but not limited to invoices from engaged third parties. Aforementioned costs are at the expense of the Client.
2. All prices/fees set out in the Agreement are in any case subject to indexation according to the Dutch CPI (Consumer Price Index) as established by the Dutch 'CBS' (Statistics Netherlands).
3. If Contractor agrees a specific price with Client, the Contractor is entitled to increase this price without the Client being entitled to dissolve the Agreement for that reason, if this price increase follows from an authority or obligation pursuant to law or regulations or is caused by an increase of cost determining factors such as the price of raw materials, wages etc. or on other grounds which were reasonably unforeseeable at the time the agreement was entered into.
4. If the price increase, other than caused by an adjustment of the Agreement, amounts to more than 10%, then the Client is entitled to cancel the Agreement, provided this is done in writing within 14 days after receipt of the adjusted price, unless Contractor is still prepared to perform the Agreement on the basis of the initially agreed price, the price increase follows from an authority or an obligation of Contractor pursuant to the law or if it has been stipulated that delivery will take place later than three months after the Agreement.
5. A cancellation as set out in the previous paragraph does not give Client any right to compensation of any loss. If the Client cancels the Agreement, Contractor is entitled to charge Client for the costs that the Contractor has already made.

**Article 5. Agreement**

1. The Agreement is deemed concluded as of the day of the Contractor's signature, or the day of dispatch of the written order confirmation by Contractor to Client.
2. The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or purport of the Agreement that it was entered into for a definite period of time.

**Article 6. Performance of the Agreement**

1. During the performance of her work activities Contractor will exercise due care as may be expected from a proper Contractor.
2. With the Agreement, Contractor takes on a best efforts obligation and thus does not guarantee the results of the assignment, unless expressly stipulated otherwise.
3. Contractor is entitled, as far as this is required for proper performance of the Agreement, to engage thirds for partial performance of the Agreement. Contractor will only proceed to this after consultation with Client.
4. Application of Articles 7:404, 7:407 paragraph 2 and 7:409 BW is expressly excluded.
5. If, within the term of the assignment, a term has been agreed for the completion of specific work activities, then this is never a final deadline for Contractor. In case the performance term is exceeded, Client is to put Contractor at default in writing.

**Article 7. Order changes**

1. Changes in the Agreement made by Client, which could not have been foreseen by Contractor and which cause additional work, will be charged by Contractor to Client in conformity with the tariff fixed in the Agreement. Furthermore, there is a case of additional work if the Contractor has to organize the planned work activities again due to the provision of incorrect or incomplete information by Client. Contractor is entitled to charge Client for the costs of additional work based on subsequent calculation.
2. If the Client requires later changes in the performance of the Agreement after placement of the order, then these changes should be brought to the attention of Contractor by Client in time and in writing. A change or addition to the Agreement is valid only when accepted (preferably in writing) by Contractor as well as by Client.
3. Changes in the orders already placed may result in the fact that Contractor does not meet the deadline.

**Article 8. Cooperation Client**

1. Client shall always, at request or not, provide Contractor with all the relevant information which he/she requires for correct performance of the assignment given to him/her.
2. If the data which are essential for performance of the agreed order are not or not timely provided, or not provided in accordance to agreements made by Client, or if Client fails to meet his/her (information) obligations in another manner, then Contractor is entitled to proceed to suspension of the performance of the Agreement.
3. In order to carry out the performance of the assignment properly and as much as possible according to schedule, Client timely provides employees from her/his own organization, unless otherwise follows from the nature of the assignment. Client will see to it that his/her employees have the proper skills and experience to be able to perform the work activities.
4. If and as far as Contractor requests such, Client provides at his/her location to Contractor an own working space free of charge with telephone connection and, if desired, a fax and/or data network connection, unless otherwise follows from the nature of the assignment.
5. If costs are incurred because Client has not, not timely or not properly provided personnel, requested data, documents or facilities, then these extra costs are at the Client's expense.

**Article 9. Delivery**

1. Client is obliged to take delivery of the items at the moment that these are provided to him/her. If Client refuses to take delivery or is negligent with regard to the provision of information or instructions which are essential for delivery, Contractor is entitled to store the items at the Client's expense and risk.
2. Contractor is entitled to perform the Agreement in various phases and as such invoice performed phases separately.
3. Client is obliged to examine, or let examine, the delivered items immediately after they have been put at his/her disposal.
4. The risk of loss, damage or value decrease transfers to Client at the moment that items are delivered to Client or thirds engaged by her/him.

**Article 10. Retention of title**

1. The items delivered by Contractor in the frame of the Agreement will remain property of the Contractor until Client has properly fulfilled all the obligations following from the Agreement(s) entered into with Contractor.
2. The items delivered by Contractor, which pursuant to paragraph 1 fall under retention of title, may not be sold through and may never be used as payment. The Client is not entitled to pledge the items falling under the retention of title or to encumber them in any other manner.
3. The Client should always do all that may reasonably be expected from him/her in order to safeguard the Contractor's property rights. In case of a garnishment of the item falling under the retention of title or if thirds wish to establish or claim a right to it, then the Client is obliged to inform Contractor immediately of this. Subsequently the Client undertakes to insure the items delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to give the policy of this insurance to the Contractor for inspection at first request. In the event of payment from the insurer, Contractor is entitled to these amounts. In advance and as far as necessary, Client undertakes to cooperate with all that may (appear to) be necessary or desirable in that context.

**Article 11. Termination**

1. Both parties can terminate the Agreement at all times before term in writing while taking into account a notice period of 30 days, unless parties have agreed otherwise.
2. If Client has proceeded to termination before term, then Contractor is entitled to compensation because of the arisen and establishment loss (to be made plausible), for which purpose the average monthly invoice amount is taken as basis, unless the termination is based on facts and circumstances attributable to the Contractor. The preliminary results of the work activities carried out up to that moment in time will be provided to the Client with reservation.
3. In case one of both parties goes into liquidation, applies for a moratorium or ceases business operations, then the other party is entitled to terminate the Agreement before term without taking a notice period into account.
4. In case of termination before term by Contractor, Client is entitled to the Contractor's cooperation related to the transfer to thirds of work activities still to be performed. If the transfer of the work activities incurs extra costs for Contractor then these will be at the expense of the Client.

**Article 12. Authority to dissolve and/or suspend**

1. Contractor is authorized to suspend the fulfillment of her/his obligations or to dissolve the Agreement, if:
  - a. Client does not, not fully or not timely meet the obligations from the Agreement or Contractor has valid grounds to fear that Client will fail to perform these obligations;
  - b. Client has been asked to provide security when entering into the Agreement for meeting his/her obligations following from this Agreement and this security is insufficient or not forthcoming;
  - c. There is a case of (an application for) liquidation of Client, Client has been granted a moratorium, Client has been declared bankrupt, the Debt Management Natural Persons Act (Wet Schuldsanering Natuurlijke Personen) has been declared to apply to Client or Client has been placed under guardianship, if Client fully or partially loses the power to dispose of his/her capital, Client sells his/her business or if an attachment is made at the account of the Client and this attachment is not lifted within 3 months.
2. Contractor is subsequently authorized to dissolve the Agreement if circumstances occur of such nature that performance of the Agreement is impossible or if otherwise circumstances of such nature arise that unadjusted continuation of the Agreement can not reasonably be required from Contractor.
3. If Contractor proceeds to suspension or dissolution, he is not in any way obliged to compensation for any loss or costs which may arise from it in any way.
4. If Contractor proceeds to dissolution of the Agreement, the claims of Contractor on Client are immediately due and payable.
5. If the dissolution is attributable to Client or if Contractor has to suspend the performance of the Agreement as set out in this article and/or under article 8.2 of these general terms and conditions, Client is obligated to compensate Contractor for the direct and indirect loss thus incurred.
6. Contractor can at all times request further security, in default of which Contractor can suspend the performance of the Agreement. If this request is not met to the Contractor's satisfaction, then Contractor is entitled to suspend or refuse the performance of all Agreements made with Client, without being liable to pay compensation and without even waiving his/her other rights following from this Agreement or the law.

**Article 13. Payment conditions**

1. Payment is to be made always within 14 days after the invoice date, in a manner as indicated by Contractor in the currency of the invoice, unless otherwise was indicated by Contractor in writing. Contractor is entitled to invoice periodically.
2. If the Client remains at default with regard to timely payment of an invoice, then the Client is at default by operation of law. In that case the Client is owes an interest rate of 3% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will be owed. In that case Client owes interest over each month, or part of the month, whereas a part of a month is deemed as the whole month.

3. As from the moment that the Client is at default, Client is also liable to pay for all the (extra) juridical costs and enforcement costs related to the collection of the invoiced amounts. The extra juridical costs are established at 15% of the head sum, with a minimum of € 40.00 exclusive of VAT, unless the law stipulates otherwise.
4. Payments first serve a reduction of the costs, then a reduction of the accrued interest and finally a reduction of the head sum and the accruals.
5. Contractor can, without this leading to being at default, refuse a payment offer, if Client indicates another sequence for allocation. Contractor can refuse full payment of the head sum, if with that payment the accrued and current interest and collection costs are not also paid at the same.
6. Objections against the amount of the invoice do not suspend the payment obligation. Objections against the amount of the invoice should be submitted in writing within 8 days after the invoice date. After that term complaints will not be handled and the Client's right to object lapses. Client is never entitled to set off any amount he/she owes to Contractor.
7. The Client who is not entitled to appeal to section 6.5.3 (articles 231 up to and including 247, book 6, Dutch Civil Code) is neither entitled to suspend payment of the invoice for another reason.
8. If the Client is at default with regard to (timely) fulfilment of his obligations, then all reasonable costs made for settlement without legal proceedings are at the expense of the Client. The extra juridical costs are calculated on the basis of what is customary in Dutch debt collection practice; currently the calculation method according to the Voorwerk II report. If Contractor however has incurred more collection costs which were reasonably necessary, the actually costs made are included for compensation. Any legal and execution costs made will also be recovered from the Client. The Client also owes interest on the collection costs.

**Article 14. Complaints and examination**

1. If the Client does not file a written complaint at Contractor within 8 days after he/she has discovered or should have discovered a fault in the Contractor's performance, the Client can no longer invoke this fault.
2. Client is not entitled to suspend his/her (payment) obligations because Client is of the opinion that he has a right to complain.
3. Client should offer Contractor the opportunity to examine a complaint or have it examined by another party.
4. In case of well-founded and timely complaints Contractor shall at her choice either repair or replace the delivered items after the originally delivered items have been returned, or give a replacement compensation for it to Client or credit a proportional amount of the invoice.
5. If it has been established that a complaint is unfounded then the costs made by Contractor in this respect are fully at the expense of the Client.

**Article 15. Force Majeure**

1. Contractor is not liable to fulfil any obligation towards the Client if he is impeded due to a circumstance which is not attributable to negligence or fault, and falls to his account not pursuant to law, or due to a legal act or generally accepted practice.
2. Force majeure in these general terms and conditions means, in addition to what is understood as such in the law and jurisprudence, all external causes, foreseen or not foreseen, which cannot be influenced by Contractor, but due to which Contractor is not able to fulfil his obligations. Labour strikes in the company of Contractor or thirds included. Contractor is also entitled to refer to circumstances beyond his force majeure if the circumstance which impedes (further) fulfilment of the Agreement occurs after Contractor should have performed his agreement.
3. During the period that the Force Majeure continues, Contractor can suspend the obligations following from the agreement. If this period continues for more than 4 months, then each of the parties is entitled to dissolve the agreement without any obligation to pay compensation for loss suffered by the other party.
4. As far as Contractor has, at time of the start of the Force Majeure, meanwhile fulfilled his obligations partially or will be able to fulfil them, and separate value is vested in the fulfilled part or the part to be fulfilled, then Contractor is entitled to invoice the fulfilled part or the part to be fulfilled both separately. The Client is obliged to pay this invoice as if it was related to a separate agreement.

**Article 16. Liability**

1. Contractor is not liable for loss, of whatever nature, caused by the fact that Contractor has based himself on incorrect and/or incomplete data provided by or on behalf of Client.
2. If Contractor should be liable for any damage, then the Contractor's liability is limited to maximally the invoice amount, that is; that part of the amount to which the liability relates.
3. Any use by Client of what has been delivered, such as advice such as advice, is at all times the Client's responsibility.
4. The Contractor's liability is in any case always limited to the amount of the payment of his/her insurer, if applicable.
5. Contractor is only liable for direct loss.
6. Direct loss solely includes the reasonable costs involved in the establishment of the cause and size of the loss, as far as establishment relates to loss within the meaning of these general terms and conditions, any reasonable costs made for having the faulty performance of Contractor meet the agreement, as far as these costs can be attributed to Contractor and reasonable costs made for the prevention or limitation of loss, as far as Client demonstrates that these costs have led to limitation of direct loss as referred to in these general terms and conditions.
7. Contractor is never liable for indirect loss, including consequential loss, lost profit, lost savings and loss due to business interruption.
8. The limitations of the liability included in this article do not apply if the loss is attributable to an intentional act or gross negligence of Contractor or his/her managing employees.

**Article 17. Confidentiality**

1. Client and Contractor undertake to maintain confidentiality concerning all confidential information which they have gained from each other or from other sources in the scope of the Agreement. Information is deemed confidential if notification thereof is given by the other party or when this follows from the nature of the information.
2. If Contractor, based on a legal stipulation or a court decision, is obliged to provide confidential information to a third appointed by law or competent judge, and Contractor can in this case not claim the right to refuse to give evidence, then Contractor is not obliged to compensation and Client is not entitled to terminate the order on the grounds of any loss caused by this.
3. Based on this article Client and Contractor will impose their obligations on any third they may engage.

**Article 18. Intellectual property**

1. Contractor reserves the rights and powers he is entitled to pursuant to the Copyright Act and other intellectual laws and regulations. Contractor is entitled to use the knowledge accrued at his side also for other purposes, as long as strictly confidential information of the Client is not made known to thirds.
2. All models, works and/or inventions developed by Contractor for Client are and remain the property of Contractor. This also means rights to intellectual properties including but not limited to copyrights, model rights and/or patent rights.
3. All items provided by Contractor for the benefit of Client, such as reports, computer programs, system designs, work methods, advices and contracts, are to be used by Client and are to be multiplied by Client for own use in his/her own organization. The items provided by Contractor are not to be made public, to be multiplied or to be brought to the knowledge of thirds by Client without the Contractor's prior written consent, unless otherwise follows from the nature of the items provided.

**Article 19. Indemnification**

1. Client indemnifies Contractor against any claims of thirds who suffer loss in relation to the performance of the Agreement and of which the cause is attributable to another than Contractor.
2. Client is obliged to assist Contractor in and out of Court if Contractor is approached on the basis of the first paragraph of this article and will immediately do all that may be expected of her/him in that case. If Client fails to take adequate measurements, then Contractor is entitled to proceed thereto him/herself without notice of default. All costs and losses at the side of Contractor and thirds incurred due to this will be fully at the Client's expense. Client.

**Article 20. Expiry period**

1. In deviation from the legal time limits, the time limit of all claims and defences of Client against Contractor is one year.

**Article 21. Contract transfer**

1. Client is not entitled to transfer any obligation from the Agreement to thirds without the Contractor's written consent. As far as Contractor may already have given written consent for a contract transfer, Client remains at all times responsible next to this Client for the obligations from the Agreement of which these general terms and conditions form part.
2. Subsequently applies that as far as Contractor may already have given written permission for a contract transfer, Client has to inform Contractor of this previously and Contractor is entitled to terminate the Agreement when the date on which the transfer is to be carried out approaches. Contractor is not obliged to pay any compensation in this matter.

**Article 22. Applicable law**

1. Only Dutch Law applies to all legal relations in which Contractor is party, also when the agreement is carried out abroad, in whole or in part, or if the party involved in the legal relation resides there.
2. Application of the Vienna Sales Convention is excluded.
3. Without prejudice to the Contractor's right to submit a dispute to the legally competent court, disputes between parties will initially be submitted to the competent court in the Contractor's domicile, unless otherwise expressly prescribed by law.
4. Parties will only turn to the court after they have made every effort to resolve a dispute in mutual consultation.

The person signing hereby states to have read the general terms and conditions and to agree with them.

Name:

Date:

Address:

Signature:

City: