

## **GENERAL CONDITIONS**

### **Article 1 Scope**

- 1.1 These general terms and conditions apply to orders to and on all offers and agreements between SB Consaletancy and its Client, unless expressly agreed otherwise in writing.
- 1.2 All offers are without obligation. Any purchase or other conditions of the Client are not applicable unless expressly accepted in writing by SB Consaletancy.
- 1.3 These general terms and conditions also apply to agreements with SB Consaletancy, for the implementation of which SB Consaletancy should involve third parties.
- 1.4 If it is unclear about the interpretation of one or more articles of these general conditions, then the explanation must take place 'in the spirit' of these general conditions.
- 1.5 If a situation occurs between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general conditions.
- 1.6 If SB Consaletancy does not always demand strict compliance with these conditions, this does not mean that its articles do not apply, or that SB Consaletancy would in any way lose the right to demand strict compliance with the articles of these conditions in other cases.

### **Article 2 Agreement**

- 2.1 Agreements and further agreements, which have not been confirmed in writing, are only binding for SB Consaletancy after written confirmation from the Client.
- 2.2 SB Consaletancy's obligations never go beyond what SB Consaletancy has confirmed in writing.

### **Article 3 Best effort obligation**

- 3.1 SB Consaletancy will perform the services to be provided to the best of its knowledge and ability. However, this is a best effort obligation; This means that SB Consaletancy does not guarantee the success of this service nor the extent to which this service contributes to the objectives set by the Client.

### **Article 4 Quote and agreement**

- 4.1 All written offers from SB Consaletancy are without obligation and valid for 30 days after date, unless expressly stated otherwise in the offer in writing. If the Client does not accept the offer within the aforementioned period, the offer will be cancelled unless extension of the offer is agreed in writing. After expiry of the offer SB Consaletancy is entitled to change the offer.
- 4.2 The offer is based on the information provided by the Client, whereby SB Consaletancy may rely on the accuracy and completeness of this information.
- 4.3 SB Consaletancy cannot be held to its quotes or offers if the Client can reasonably understand that the quotes or offers, or a part thereof, are an apparent error or errors.
- 4.4 An agreement is only concluded if the Client and SB Consaletancy accept the offer that both have signed in writing known as the "order confirmation".
- 4.5 The Client is deemed, in case of absence of a written approval of the agreement issued by SB Consaletancy and whilst a start has been made of the actual services provided by SB Consaletancy, to have accepted the offer in accordance with the conditions of the offer.

### **Article 5 Cooperation and obligations by the Client**

- 5.1 The Client will always timely provide SB Consaletancy with all the services required for the proper performance of the agreement and provide necessary data or information and provide full cooperation.
- 5.2 The Client guarantees the correctness, completeness and reliability of the SB Consaletancy provided information, even if it comes from third parties.

- 5.3 The Client warrants that the number of participants agreed in the order confirmation in case of a coaching, training, course, workshop or speaking engagements actually participates in the agreed services provided by SB Consaletancy. If the agreed number of participants does not ultimately take part Client nevertheless is obliged to pay for the full agreed amount as included in the offer of SB Consaletancy.
- 5.4 If a participant is unable to participate due to unforeseen circumstances, it may be possible after having obtained permission of SB Consaletancy, that this placeholder may be completed by another participant. If not the full costs will nevertheless be charged to the Client, unless expressly agreed otherwise.
- 5.5 If the Client must make an advance payment or must supply information or materials before the start of the assignment, then the period within which the assignment must be completed does not start earlier than the Client has met these conditions.
- 5.6 If the execution of the agreement is delayed because the Client does not comply with the obligation mentioned in article 5.1 or the information provided by the Client does not comply with article 5.2, the resulting additional costs are for the account of the Client and SB Consaletancy has the right to charge for the extra work required.

## Article 6 Execution

- 6.1 SB Consaletancy accepts an obligation of best effort in the execution of the agreement and will do so to the best of knowledge and ability in accordance with the requirements of good workmanship.
- 6.2 SB Consaletancy will take reasonable account with Client's wishes, when executing the agreement, provided this is conducive to proper execution of the agreement, according to the opinion of SB Consaletancy.
- 6.3 If and to the extent that a proper execution of the agreement requires this, SB Consaletancy has the right to have certain work done by third parties. The costs of engaging these third parties are separate for the account of the Client.

## Article 7 Changes and additional work

- 7.1 Parties can agree during the execution of the agreement that the approach and scope of the agreement and / or the result thereof will be expanded or modified. Additional work will in principle be done by SB Consaletancy only when a written further agreement has been signed by the parties.
- 7.2 These additional activities will be paid for by the Client according to the usual rates of SB Consaletancy.
- 7.3 The Client accepts that by changing the activities as referred to in Article 7.1 the agreed or expected time of completion of the agreement may be affected.
- 7.4 If, in the opinion of SB Consaletancy, a change in the execution of the agreement is necessary to fulfill the obligations towards the Client, SB Consaletancy is authorized to make that change, in all reasonableness and fairness.

## Article 8 Fee

- 8.1 In the confirmation of the order, the parties can agree on a rate per hour or a fixed fee.
- 8.2 Both rates do not include travel and accommodation, parking, shipping, invoicing and administration costs, unless otherwise indicated.
- 8.3 If SB Consaletancy agrees with the Client on a fixed fee or fixed price, then SB Consaletancy is nevertheless always entitled to increase this fee or price if the increase arises from a power or obligation pursuant to the law or regulation or finds its cause in an increase in the price of wages, etc. or on other grounds that could not reasonably have been foreseen at the time the agreement was entered. In that case, the Client is not entitled to dissolve the agreement.

## Article 9 Price and payment

- 9.1 Payment by the Client must be made within 14 days of the invoice date, without discount or settlement by transfer to a bank account to be designated by SB Consaletancy.
- 9.2 If an assignment lasts longer than a month, SB Consaletancy invoices the order in parts per month or, if the assignment consists of clear parts, per component, unless the parties have agreed otherwise in writing.
- 9.3 By choice of SB Consaletancy, the entire amount of the agreement or a part thereof can be invoiced in advance.

- 9.4 Client receives invoices digitally, unless otherwise agreed. For this the Client provides a valid e-mail address.
- 9.5 If the Client does not pay the amounts due within the agreed term, he is without notice in default and Client is obliged to pay statutory interest on the invoice amount to SB Consaletancy.
- 9.6 SB Consaletancy is entitled, after at least one payment reminder, to hand over the claim, in which case to the addition to the total amount owed in that case, the Client will also be obliged to pay compensation extrajudicial collection costs, or possible judicial and execution costs.
- 9.7 If payment is not made, the agreement may be suspended unilaterally by SB Consaletancy, this is without SB Consaletancy being consequently liable to pay compensation to the Client. In addition, SB Consaletancy is entitled to unilaterally dissolve the agreement extrajudicially.
- 9.8 If a Client has objections to an invoice, they must inform in writing SB Consaletancy within 7 days after the date of the invoice. Objections to the value of an invoice do not suspend the payment obligation. If the Client does not comply with the above, the Client will become deemed to have accepted the invoice.
- 9.9 All prices are excluding VAT and other levies imposed by the government.

## Article 10 Time limits

- 10.1 Exceeding an agreed (delivery) term does not entitle the Client to cancel the agreement, or to refuse the purchase of or payment for services, unless the Client has provided to SB Consaletancy in writing a reasonable period for delivery and SB Consaletancy has not within this period fulfilled its obligations.

## Article 11 Circumstances beyond control (force majeure)

- 11.1 SB Consaletancy is not obliged to fulfill any obligation towards the Client if prevented from doing so as a result of circumstances that are not due to fault, and neither under the law, a legal act or generally accepted opinion.
- 11.2 In case of force majeure, the deliveries and other obligations of SB Consaletancy will be suspended. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to pay damages to the other party. This equates to unforeseen circumstances regarding persons and/or materials of which SB Consaletancy requires to execute the agreement and/or to operate, without which the execution of the agreement is therefore impossible, or so objectionable and/or disproportionately expensive that prompt compliance with the agreement cannot reasonably be expected from SB Consaletancy.
- 11.3 Such circumstances may include but are not limited to: government measures, company and or traffic and or transport faults, failures in the delivery of a finished product, raw materials and/or additional required materials, illness of deployed personnel, strikes, exclusions, obstacles by third parties, unforeseen technical complications by both parties etc.
- 11.4 SB Consaletancy also has the right to invoke force majeure if circumstances occur that obstruct (further) fulfillment of the agreement, even after SB Consaletancy should have its commitment fulfilled.
- 11.5 If SB Consaletancy has already partially fulfilled its obligations upon the occurrence of the force majeure SB Consaletancy is entitled to invoice separately that part that has been executed already and the Client is obliged to pay this invoice as if it were a separate transaction.

## Article 12 Liability

- 12.1 SB Consaletancy is never liable for any (direct or indirect) damage to the Client which was created by and/or during the use of goods or services delivered by and/or on behalf of SB Consaletancy.
- 12.2 In addition SB Consaletancy is never liable for the quality or outcome of the SB Consaletancy services rendered; as SB Consaletancy has only a best efforts obligation. (see article 3)
- 12.3 SB Consaletancy is not liable for damage caused by the fact that the Client has failed in the timely provision of accurate information which SB Consaletancy, in its opinion, needs for a correct execution of the agreement.
- 12.4 The Client shall indemnify SB Consaletancy and/or an intermediary agency for liability because of claims from third parties as well as for damage caused by acts or omissions of the execution by third parties involved in the agreement.
- 12.5 There is no liability of SB Consaletancy for compensation towards Client and/or third parties, regardless of the grounds on which an action would be based.

## Article 13 Cancellation

- 13.1 SB Consaletancy reserves the right to cancel agreements in whole or in part in such cases that amendment of law, regulation, case law or (semi) government policy in reasonableness no longer requires fulfillment by SB Consaletancy. In such cases SB Consaletancy will notify the Client of the cancellation in writing. In such cases, the Client is not entitled to claim compensation.
- 13.2 SB Consaletancy is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not fully or timely, fulfill the obligations under the agreement. If after the conclusion of the agreement SB Consaletancy becomes aware of circumstances giving reasonable doubt that the Client will fulfill the obligations, if the Client at the confirmation of the order guarantees fulfillment of its obligations under the agreement and this guarantee is not provided or is not sufficient or is due to the delay on the side of the Client. In such cases the Client cannot require of SB Consaletancy to execute the agreement against the original agreed conditions.
- 13.3 SB Consaletancy is also entitled to dissolve the agreement if circumstances arise such that fulfillment of the agreement is impossible or if there are other circumstances which are of such a nature that unaltered maintenance of the agreement cannot reasonably be required of SB Consaletancy.
- 13.4 If the agreement is dissolved, the claims of SB Consaletancy on the Client are immediately due and payable. If SB Consaletancy postpones the fulfillment of the obligations, it will retain the right to claims by law and agreement.
- 13.5 If SB Consaletancy proceeds to suspension or dissolution of the agreement, it is in no way obliged to pay compensation and/or damages in any way or means.
- 13.6 If the dissolution is due to the Client, SB Consaletancy is entitled to reimbursement of any damages, including costs, either directly or indirectly.
- 13.7 If the Client does not fulfill his obligations arising from the agreement and this non-compliance justifies dissolution, SB Consaletancy is entitled to immediately dissolve the agreement without any obligation on its part to pay any compensation or indemnification, while the Client, in case of breach of agreement, is obliged to pay mandatory compensation.
- 13.8 If the agreement is terminated prematurely by SB Consaletancy, SB Consaletancy will, in consultation with the Client ensure the transfer of still to be performed work to third parties, unless the cancellation is due to the Client. If the transfer of work for SB Consaletancy brings additional costs, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless SB Consaletancy indicates differently.
- 13.9 In case of cancellation of workshops, presentations, coach sessions, training sessions or speaking engagements: without written notice, the compensation amounts to 100% of the costs of the canceled workshop, presentation, coach session, training or speaking engagements incl. travel and accommodation. In the event of cancellation within 3 working days before the start, the compensation will be 100% of the costs of the workshop, presentation, training or speaking engagements incl. travel and accommodation.
- 13.10 In the event of liquidation, (application for) suspension of payments or bankruptcy, of seizure -if and to the extent that the seizure has not been lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance that the Client no longer freely possesses his assets, SB Consaletancy is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation. The claims of SB Consaletancy on the Client are in that case immediately due and to be paid.

## Article 14 Termination

- 14.1 Termination during the duration of the agreement is only possible if parties expressly agree to do so in writing or under payment of the amount due until the original end of the agreement, unless parties have agreed otherwise in writing.
- 14.2 If the Client prematurely terminates for reasons other than negligence by the Contractor, SB Consaletancy is nevertheless, entitled to payment of the entire amount agreed upon, including reimbursement of costs incurred and any costs still to be incurred. If the payment already has taken place there is no refund.
- 14.3 SB Consaletancy may use the right of premature termination as a result of facts and circumstances beyond the influence and/or control of SB Consaletancy and the completion of the assignment cannot reasonably be expected from SB Consaletancy. In that case, SB Consaletancy is in any case entitled to receive payment of the work up to the moment of termination.

## Article 15 Retention of property rights

- 15.1 The goods/services delivered by SB Consaletancy in the context of the agreement remains the property of SB Consaletancy until the Client has concluded all (payment) obligations from the agreement(s) are properly fulfilled with SB Consaletancy.

## Article 16 Intellectual property rights

- 16.1 SB Consaletancy reserves the rights and powers applicable in the Copyright Act and other intellectual laws and regulations.
- 16.2 Summaries, training, coaching and speaking materials, interim and final reports used by SB Consaletancy for the execution of the assignment are and remain the property of SB Consaletancy. Client may only use these reports within its own organization. Disclosure of one or more of these materials can only take place after prior written permission from SB Consaletancy, unless at the assignment has been expressly agreed otherwise.
- 16.3 SB Consaletancy has the right to use the increased knowledge gained through the execution of an agreement for other purposes, in so far as this does not contain any strictly confidential information of the Client.

## Article 17 Confidentiality

- 17.1 SB Consaletancy is bound to confidentiality regarding Client information. SB Consaletancy adheres to the General Data Protection Regulation (GDPR) and will only use the data of the Client for the processing and administrative processing of the agreement. The data of the Client will not be provided to third parties other than required by law.

## Article 18 Complaints

- 18.1 Complaints regarding the execution of the agreement can be made in writing by the Client up to 14 days after completion of the agreement.
- 18.2 Complaints do not suspend the payment obligation of the Client.
- 18.3 In the event of a justified complaint, SB Consaletancy has the choice between adjusting the fee charged or improving or re-executing the rejected work free of charge.

## Article 19 Applicable law

- 19.1 All agreements with Clients are subject to Dutch law.

## Article 20 Disputes

- 20.1 All disputes which may arise between SB Consaletancy and the Client in connection with the agreement or as a result of agreements that may have resulted therefrom will be judged by the Dutch court of law.
- 20.2 All reasonably incurred judicial and extrajudicial costs, which are the result of non-compliance of Client's obligations arising from the agreement are for the account of Client.

## Article 21 Final provision

- 21.1 SB Consaletancy is authorized to change these general terms and conditions. The latest applicable version of the general conditions are included with the quote.
- 21.2 In case one or more articles of these general terms and conditions prove to be invalid or to be canceled, these general terms and conditions remain the same for the remainder. For the void or voided article(s) in that case, a valid article replaces the void or voided article(s) which concerns the content, scope and effect as close as possible.
- 21.3 The Client is not entitled to transfer its rights and obligations under the agreement without the prior written permission of SB Consaletancy.