



1. Definitions

1.1 In these General Terms and Conditions, the following definitions apply:

<i>General terms and conditions:</i>	the present provisions;
<i>Company</i>	GTC + B.V.
<i>Contractor</i>	GTC + B.V.
<i>Client:</i>	the party that contracts or intends to contract with the company;
<i>Assignment</i>	any agreement between the company and the client to supply products and services to the client;
<i>Quotation</i>	any oral or written offer by the company to enter an assignment with it;
<i>Materials</i>	all reports, advice, results, drawings, software, databases, concepts, presentations and other material objects developed by the company in the context of the assignment.

2. Applicability General Terms and Conditions

1. The general terms and conditions apply to all offers, quotations, assignments, activities, agreements, and legal acts whereby the company supplies goods and/or services of whatever nature to the client.
2. The applicability of purchase or other terms and conditions of the client is expressly rejected.
3. Changes to the assignment or the general terms and conditions are only valid if and insofar as they have been agreed in writing by authorized representatives of both parties.

3. Basis for quotations

A quotation from the company is without obligation, unless expressly stated otherwise. Quotations from the company are based on the information provided by the client. The client guarantees that he has provided all essential information for the design and execution of the investigation to the best of his knowledge. The company will perform the advisory services to be performed by it to the best of its knowledge and ability, and in accordance with the requirements of good workmanship. This obligation has the character of a 'best efforts obligation', because the achievement of the intended result cannot be guaranteed.

4. Provision of information, employees and workspace by the client

To ensure that the execution of the assignment proceeds smoothly and as far as possible according to the time schedule, the client provides all documents and data that the company needs in a timely manner. This also applies to the provision of employees of the client's own organization who are or will be involved in the activities of the company. If the company so requests, the client will provide the company at its location free of charge with its own workspace with telephone connection and, if desired, an internet connection.

5. Involving third parties in the execution of the assignment

5.1 Activities by others

The company is authorized to have activities performed under its management by others and also to leave the management of parts to others, without prejudice to its responsibility for the proper fulfilment of the assignment.

5.2 Appointing more than one external consultant

If the proper realization of the project necessitates the appointment of one or more third-party consultants, the client will not do so until after consultation with the company. The consultancy costs of the third-party consultants referred to in the previous paragraph will be paid to them by the client, unless otherwise agreed. If the company has to cooperate with third-party consultants, the client determines which participant is responsible for coordinating the activities of the various consultants and

which participant is responsible for controlling the process of the activities of the various consultants. If the client prescribes to the company a person whom the company must make use of in the performance of its obligations, the consultant submits the conditions under which he and the prescribed person intend to contract to the client, who approves and/ or accepts them.

6. Personnel

6.1 Change of advisory team

The company may, in consultation with the client, change the composition of the advisory team if it deems this necessary for the performance of the assignment. The change may not reduce the quality of the advisory services to be provided, nor may it adversely affect the continuity of the assignment. A change of the advisory team can also take place at the request of the client in consultation with the company.

6.2 Liability

Any liability on the part of GTC+ who has accepted the order for any shortcoming of third parties engaged or involved in the execution thereof by GTC+ or the client, is excluded.

7. Rates and costs of the assignment

Regarding the rates and the cost estimates based thereon, it is stated in the offer whether the secretariat costs, travel hours, travel and accommodation costs and other assignment-related costs are included. Insofar as these costs are not included, they can be calculated separately. An interim change in the level of wages and costs that necessitates the company to adjust rates or to adjust other aforementioned expense allowances will be passed on. The fee does not include interest costs, unless stated otherwise in the quotation.

8. Terms of payment

The fee and costs as referred to in Article 7, which are not included in the rates, will be charged monthly with an (advance) invoice. Payment must be made within 30 days of the invoice date. After that due date, the statutory interest will be charged, without notice of default being required. If payment is not made, the company can suspend the execution of the assignment by invoking the uncertainty exception. If the client is in default or otherwise fails to fulfil one or more of its obligations, then all reasonable costs incurred in obtaining payment, both judicial and extrajudicial, are for its account. If the assignment is given by more than one client, all clients are jointly and severally liable for the fulfilment of the obligations as indicated in this article (regardless of the Naming on the declaration).

9. Changes to the assignment or additional work

The client accepts that the time schedule of the assignment may be influenced if the parties agree in the intermediate to expand or change the approach, working method or scope of the assignment and/or the resulting activities. If the intermediate change in the assignment or assignment is caused by the client, the company will make the necessary adjustments if the quality of the service requires this. If such an adjustment leads to additional work, this will be confirmed to the client as an additional assignment. Changes to an agreement are only valid if made in writing and both parties have agreed to the changes.

10. Duration and ending of the contract

In addition to the efforts of the advisory team, the duration of the assignment can be influenced by all kinds of factors, such as the quality of the information that the company obtains and the cooperation that is provided. The company cannot therefore indicate exactly in advance how long the lead time for the execution of the assignment will be. In a financial sense, the assignment is closed as soon as the final settlement has been approved by the client. The client must inform the company about this within a period of 30 days after the date thereof. If the client does not respond within this period, the final settlement will be deemed to have been approved. If the client wishes an audit by a chartered accountant on the declaration of the company, cooperation will be provided. The costs of such a check shall be borne by the client.

11. Premature termination of the assignment

The parties may prematurely terminate the agreement unilaterally if one of them is of the opinion that the execution of the order can no longer take place in accordance with the confirmed offer and any subsequent additional order specifications. This must be communicated to the other party with argumentation substantiation and in writing. If the client proceeds to premature termination, the company is entitled to compensation because of the loss of capacity that has arisen and can be proven, based on the average monthly invoice amount up to that point. The company may only use its power to terminate the contract prematurely if, because of facts and circumstances beyond its control or which are not attributable to it, completion of the assignment cannot reasonably be required. The company hereby retains the right to payment of the invoices for work performed up to that point, whereby the provisional results of the work performed up to that point will be made available to the client subject to change. Insofar as this entails additional costs, these will be charged. If one of the parties becomes bankrupt, applies for a suspension of payment, or ceases operations, the other party has the right to terminate the assignment without observing a notice period, all this subject to rights.

12. Intellectual Property

Models, techniques, instruments, including software, that are used for the execution of the assignment and that are included in the advice or research result, are and remain the property of the company. Disclosure can therefore only take place after obtaining permission from the company. The client naturally has the right to reproduce documents for usage in his own organization, insofar as this is appropriate within the purpose of the assignment. In the event of premature termination of the assignment, the foregoing shall apply *mutatis mutandis*.

13. Confidentiality

The company is obliged to maintain confidentiality of all information and data of the client towards third parties. In the context of the assignment, the company will take all possible precautions to protect the interests of the client. Without the company's permission, the client will not inform third parties about the company's approach, its working methods and the like, or make its report available.

14. Liability

1. If the Contractor should be liable, then this liability is limited to what has been arranged in this provision.
2. The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Other Party.
3. If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of times the invoice value of the order, at least to that part of the order to which the liability relates, with a maximum of € 500,000.00. If the assignment continues for more than six months, the aforementioned liability is limited to an amount equal to the total amount that the agency received from the client in the context of the assignment in the last months before the damage occurred.
4. The Contractor is only liable for direct damage.
5. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate the Contractor for the defective performance. to have the agreement fulfilled, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
6. The Contractor is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.
7. The Client indemnifies the Contractor against all claims from third parties, and will reimburse the Contractor for the costs it incurs or will incur in connection with the defense against such claims by third parties, which are related to or arise from work performed by the Contractor under the agreement(s) with Client.
8. Contrary to the statutory limitation periods, the limitation period for all claims and defenses against the Contractor and the auxiliary persons involved by the Contractor in the execution of an agreement is one year.
9. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.
10. Any claims by the client in the sense referred to here must be submitted within one year after the discovery of the damage, failing which the client has forfeited his rights.

15. Complaints

1. Any complaints can only be handled if they are received in writing within one (1) month after discovery.
2. Complaints can only be handled if the nature and grounds of the complaints are accurately stated.
3. Complaints regarding an invoice must be submitted to GTC+ in writing within fourteen (14) days of the date of that invoice.
4. If a complaint is not submitted to GTC+ or not in the prescribed manner within the applicable period, the delivered goods will be deemed to fully comply with the assignment and to be unconditionally accepted and approved by the client.
5. Submitting a complaint never releases the Client from its payment obligations towards GTC+.

16. Force Majeure (non-attributable Shortcoming)

1. If GTC+ is prevented from fulfilling any obligation towards the Client due to force majeure, and the force majeure situation is, in the opinion of GTC+, of a permanent or long-term nature, the parties can make an arrangement regarding the dissolution of the agreement in accordance with the law.
2. If GTC+ is prevented from having any obligation towards the due to force majeure. To comply with the Client and in the opinion of GTC+ the force majeure situation will be of a temporary or transient nature, GTC+ is entitled to suspend the

execution of the agreement until the circumstance, cause or event that caused the force majeure situation no longer occurs.

3. "Force majeure" is considered to be any circumstance, cause or event, wherever occurring, occurring or occurring, which temporarily or permanently prevents, makes impossible or makes unreasonably onerous the correct full or timely fulfillment of any obligation of GTC+, and which circumstance cause or event GTC+ cannot reasonably occur or is partly outside the sphere of influence of GTC+ or over which GTC+ cannot exert influence. This also includes the resignation or illness of a member or members of the company.
4. GTC+ is entitled to claim payment in respect of all that has been performed by or on behalf of it in the performance of the agreement with the Client before the force majeure circumstance, cause or event occurred or became apparent.

17. Applicable Law and Dispute Resolution

1. Dutch law applies to all disputes related to and/or arising from the general terms and conditions and/or assignments or agreements to which these general terms and conditions have been declared applicable.
2. In the event of disputes between the client and the company, the parties will first try to settle the dispute amicably. All disputes that cannot be resolved amicably will be submitted exclusively to the competent court in Amsterdam.