

## **Florpartners B.V. General Terms and Conditions**

### **Article 1 - General**

- 1.1 In these Terms and Conditions, the following terms shall have the following meanings:  
Terms and Conditions (with a capitalised T and C): these General Terms and Conditions;  
Florpartners (with a capitalised F): the Partnership by or on behalf of which these Terms and Conditions have been declared applicable or by or on behalf of which these Terms and Conditions are or have been applied in a clearly recognisable and proper manner, as well as its representative(s), proxy/proxies and legal successor(s);  
Client (with a capitalised C): any natural person, legal person, partnership, limited partnership or other entity which concludes or has concluded a contract with Florpartners, or to whom an offer or quotation has been made by or on behalf of Florpartners, or to whom or on the orders of whom a delivery is or has been made by or on behalf of Florpartners, or on the orders of or for the benefit of whom one or more services are being or have been performed by or on behalf of Florpartners.
- 1.2 All offers, quotations, contracts concluded and their execution, deliveries made and services performed by or on behalf of Florpartners shall be governed by these Terms and Conditions.  
Deviations from these Terms and Conditions shall only be valid if agreed in writing by Florpartners and the Client.
- 1.3 Any terms and conditions other than these terms and conditions, however entitled and in whatever form, shall explicitly be excluded, including but not limited to purchasing terms and other general terms and conditions of the Client. By accepting an offer or quotation made by or on behalf of Florpartners, by entering into a contract with Florpartners, by accepting a delivery made by or on behalf of Florpartners, or by accepting services performed by or on behalf of Florpartners, the Client shall irrevocably accept that these Terms and Conditions are applicable and that the applicability of any other general terms and conditions than those referred to in this Article is excluded, and the Client shall waive, insofar as applicable, the applicability of any other terms and conditions.
- 1.4 These Terms and Conditions shall be applicable to all orders accepted by Florpartners or by one of its staff, including any supplementary orders and follow-up orders.

### **Article 2 - Offers and quotations**

- 2.1 Any offer or quotation made by or on behalf of Florpartners shall be without obligation and shall not be binding on Florpartners, except if and insofar as expressly determined otherwise in writing by Florpartners, or if the parties have agreed otherwise in writing.
- 2.2 All materials, data and information provided in relation to an offer or quotation shall expressly remain the industrial or intellectual property of Florpartners. The Client is expressly forbidden to copy and/or make known to third parties in whatever way and/or allow to be used by third parties, any material, data or information as referred to in the previous sentence without the prior written permission of Florpartners. Such use as referred to must be strictly limited to use by the Client itself in relation to the order placed with Florpartners.  
Upon first request of Florpartners, and also if the Client does not conclude or cancels a contract within the offer period, all materials, data and information referred to above must be instantly returned to Florpartners.

### **Article 3 - Formation and contents of the contract**

- 3.1 A contract between Florpartners and the Client shall be formed at the time when Florpartners confirms acceptance of an order by the Client in writing. The scope and contents of the contract shall be as described in the written confirmation by Florpartners.
- 3.2 A contract shall only be binding on Florpartners if it has been concluded or if the written confirmation referred to in the first section of this Article has been signed by one or more persons who are authorised to bind Florpartners in the matter concerned.  
Contracts or additions and/or amendments to it or in it, as well as agreements, commitments etc. concluded or made by an employee or employees of Florpartners or by a representative, or as the case may be by one or more persons who are not authorised to bind Florpartners in the matter concerned, or which have not been made in writing, shall not be binding on Florpartners.
- 3.3 Any amendment to and/or partial or complete cancellation of an order or assignment by or at the request of the Client can only take place with prior written consent by Florpartners and on condition that work already carried out by Florpartners is paid for in full by the Client.
- 3.4 In case of work or orders for which a quotation or order confirmation is not sent due to their nature and scope, the contract shall be formed at the time when execution of the contract is started by or on behalf of Florpartners. In such a case, the invoice shall be regarded as the order confirmation and shall be deemed to reflect the contract accurately and completely.
- 3.5 A contract with Florpartners shall be concluded on condition that Florpartners and other contract partners of Florpartners meet their obligations in a timely and proper manner.
- 3.6 All orders shall exclusively be accepted and implemented by Florpartners whilst setting aside the provisions of Book 7, articles 404 and 407, paragraph 2, of the Dutch Civil Code on joint and several liability if several persons have jointly accepted an order. This also applies where the Client has placed the order expressly or tacitly with a view to a particular person carrying out the order.
- 3.7 If the order has been given by more than one Client, all Clients shall be jointly and severally liable to Florpartners for meeting the obligations under the contract.

- 3.8 Any order accepted by Florpartners shall only be executed for the benefit of the relevant Client. Third parties may not derive any rights from the order and/or the contents of the order or any work or activities carried out in relation thereto.
- 3.9 Florpartners, i.e. its relevant employee, shall act with the due care and attention of a proper contractor when executing the contract and when selecting other persons/institutions to be engaged in doing so.

#### **Article 4 - Confidentiality**

- 4.1 Confidentiality with regard to third parties is required. All parties shall treat all know-how, methods, technologies, materials and other information provided by another party in relation to the contract as confidential and not provide these to third parties in any way whatsoever.
- 4.2 All parties shall undertake to take or avoid such action as is reasonably necessary to protect the confidential information received.
- 4.3 Florpartners shall not provide information about current projects to third parties or make such information public without (written) permission by the Client, unless the Client himself has made the information public.
- 4.4 All parties shall oblige employees or third parties which have been engaged by them for the execution of the order and who are or will become familiar with information in whatever way, to maintain confidentiality of the information and not to disclose it to third parties or make it available or make it public in any way.
- 4.5 The above-mentioned obligations shall not apply to information:  
which was already in the public domain before being provided to the parties, or  
which has come into the public domain without the receiving party having taken or avoided any action;  
of which the receiving party can demonstrate that the information was already known before it had been provided by the providing party;  
of which the receiving party can demonstrate that the information was provided by third parties who can prove that they acquired this information in a proper way and that they are authorised to provide this information;  
of which the receiving party can demonstrate that they developed the information independently without the use of information provided to them by the providing party;  
which is legally public;  
of which the providing party has indicated in writing that it may be made public.

#### **Article 5 - Provision of information, employees, office space, etc. by the Client**

- 5.1 In order to ensure proper and timely execution of the contract according to schedule, the Client shall provide Florpartners promptly with all documents and data which it reasonably needs.
- 5.2 The above-mentioned shall also apply to employees of the Client's own organisation assigned by the Client, who are (will be) involved in Florpartners' activities.

#### **Article 6 - Personnel**

- 6.1 Florpartners, which has accepted the order from the Client, is free as it sees fit to engage a third party/third parties to execute the accepted contract. This alteration may not affect the quality of the work to be carried out nor the continuity of the work.
- 6.2 None of the parties may undertake any initiatives to employ the other party's staff or enter into employment negotiations with such staff, during the execution of the contract and within one year after the end of the contract, without prior consultation of the other party.
- 6.3 Any order placed with Florpartners, which it has accepted, shall always be deemed to grant the authority to accept limitations of liability by a third party/third parties on behalf of the Client.
- 6.4 Any liability of Florpartners, which has accepted the order, for any shortcoming in its execution by Florpartners or by a third party/third parties engaged or involved by Florpartners or the Client, is hereby excluded.

#### **Article 7 - Rates and costs**

- 7.1 Florpartners offers its consultancy services on the basis of rates as listed in the order confirmation.
- 7.2 As a rule, it shall be made clear in advance whether there shall be a fixed hourly or daily rate or a fixed sum for making a particular effort for a particular period of time or for achieving a particular result.
- 7.3. The fee shall be calculated according to the usual hourly Florpartners rates which are valid for the period in which the work is performed, unless a different hourly rate has been agreed.
- 7.4 In case of contracts with a duration of more than three months, the amounts owed shall be charged on a regular basis, usually monthly.
- 7.5 The rates and any cost estimates are stated exclusive of VAT.
- 7.6 All additional costs by whatever name which Florpartners has to incur shall be charged to the Client separately. Any other costs which Florpartners may incur during the execution of a contract it has accepted, shall always and to the extent possible be presented to the Client for approval.

#### **Article 8 - Payment**

- 8.1 Unless otherwise agreed, payment must be made within thirty (30) days after the invoice date by means of transfer or payment to a bank or giro account to be designated by Florpartners. The value date listed on Florpartners' bank and giro statements on which the payment has been received shall be deemed to be the date of payment.

- 8.2 Any payment by the Client shall in the first instance serve to settle any interest owed by the Client and any collection and administrative costs owed to Florpartners and then to settle outstanding claims in order of age, i.e. starting with the claim which has been outstanding the longest.

#### **Article 9 - Default, interest and costs**

- 9.1 The Client shall be in default when the term has expired within which payment should have been made, without the need for any further reminder or notice of default.
- 9.2 If a payment owed by the Client to Florpartners has not been made in time, the Client shall automatically owe Florpartners a default interest of one and a half percent (1.5%) per month, starting on the day when the payment term expired, without prejudice to any other rights due to Florpartners. For the calculation of the default interest, any month which has started but not yet finished shall be counted as a single complete month. The default interest of 1.5% listed in this section is a minimum interest rate. If this interest, calculated per annum, at any time falls below less than five (5) per cent above the official statutory interest in the Netherlands, it shall automatically be raised to five (5) per cent above the statutory interest, calculated per annum.
- 9.3 All judicial and extrajudicial expenses incurred, including costs incurred by Florpartners for legal assistance and advice, shall be at the expense of the Client. The extrajudicial collection costs shall be 20% (twenty per cent) of the sum owed by the Client, including interest owed, without prejudice to Florpartners' entitlement to reimbursement by the Client of the actual collection costs if these exceed the 20% specified.
- 9.4 If payment is not or not completely made by the Client of a statement of expenses by Florpartners in the matter of an order placed with Florpartners by the Client and accepted by Florpartners, Florpartners reserves the right to suspend execution of the contract until such time as the Client has met his payment obligation in this matter. Florpartners will not under any circumstances be liable for any damage incurred by the Client or a third party as a result of a suspension as referred to in the previous sentence of this section.

#### **Article 10 - Change in the order or extra work**

- 10.1 The Client accepts that the time schedule of the order may be affected if Florpartners and the Client agree in the meantime to expand or change the original approach, working method or scope of the order and/or the associated work.
- 10.2 If interim changes in the order or its execution occur through the actions or at the instigation of the Client, Florpartners shall implement the necessary changes insofar as possible in its judgement, on condition that this is required for the quality of service provision, at the discretion of Florpartners.
- 10.3 If such a change leads to extra work and the cost of this work must therefore be charged to the Client, the extra work shall be regarded by Florpartners and the Client as a supplementary order to the original order, and confirmed in writing to the Client.

#### **Article 11 - Duration, delivery and completion of the contract**

- 11.1 Florpartners shall draw up a plan for the execution of the contract in consultation with the Client, see also elsewhere in this Article. However, the period of time needed to execute the order accepted by Florpartners may be affected by a large number of factors besides the efforts of the consultancy team, for example, the quality of the information and level of assistance provided to Florpartners.
- 11.2 In case factors such as those referred to in the first section of this Article lead to a deviation from the planning for the execution of the accepted order, Florpartners shall communicate this to the Client.
- 11.3 Except if and insofar as agreed otherwise in writing, any time schedule stated by or on behalf of Florpartners in the quotation shall not be a strict deadline, which means that in case of late delivery of the contract by Florpartners, the Client must give Florpartners notice of default expressly and in writing before Florpartners will be in default.
- 11.4 In relation to the Client, Florpartners is bound to observe the stated time schedule as much as possible, but it shall never be liable for exceeding the time schedule, and if the time schedule is indeed exceeded, Florpartners shall not be liable for any compensation of damage. In case of excessive overrun of a time schedule as referred to in this Article, the parties shall enter into discussions.
- 11.5 In a financial sense, the contract is completed when the final invoice has been approved or paid by the Client.

#### **Article 12 - Interim Termination of the Contract**

- 12.1 In case of default by the Client, Florpartners shall be entitled to terminate or dissolve the contract without judicial intervention, without prejudice to Florpartners' entitlement to claim compensation and to take other (legal) action and without prejudice to the Florpartners' entitlement not to terminate the contract but to claim performance, whether or not including compensation for damage.
- 12.2 Florpartners and the Client may unilaterally terminate the contract prematurely if one of them is of the opinion that the execution of the contract accepted by Florpartners can no longer take place in accordance with the quotation confirmed in writing and any later supplementary contract specifications. Such a premature and unilateral termination must be communicated to the other party in writing, stating reasons, as soon as possible after the situation described in the previous sentence has been determined.
- 12.3 If the Client has prematurely and unilaterally terminated the contract accepted by Florpartners, Florpartners shall be entitled to full payment of the sum owed to it by the Client at the time of premature termination of the accepted contract.

- 12.4 Florpartners may only exercise its right to premature termination of its work in relation to the contract accepted by it if it can no longer reasonably be expected to complete the contract accepted by it as a result of facts and circumstances which are outside its control or not imputable to it, at the discretion of Florpartners.  
In such a case, Florpartners shall remain entitled to payment of its invoices until the moment as referred to in this section, whereby the interim results of the work carried out until that time shall be made available to the Client.
- 12.5 Florpartners shall be entitled to terminate the contract with the Client with immediate effect if: the Client is declared bankrupt, assigns its assets, files a request for suspension of payment, or if the Client (temporarily or indefinitely) is granted a suspension of payment or if the total assets of the Client or a part thereof are attached;  
the Client, if the Client is a natural person, dies or is placed under guardianship, or if the goods of the Client are put under administration;  
the Client, if the Client is a legal person, goes into liquidation, or if a claim for the dissolution of the Client is made, or a resolution for the dissolution of the Client has been or is adopted.
- 12.6 If a contract pursuant to the provisions in this Article is terminated or dissolved, the amounts which the Client owes to Florpartners at the time of termination or dissolution shall remain fully payable, and the Client shall owe interest and costs in relation to these amounts in accordance with the provisions of these Terms and Conditions, without prejudice to the entitlement on the part of Florpartners to claim compensation and other rights to which Florpartners is entitled.

### **Article 13 - Force Majeure (non-imputable deficiency)**

- 13.1 If Florpartners is prevented from meeting any obligations towards the Client due to force majeure, and those circumstances shall in the judgement of Florpartners be of a long-term or permanent nature, the parties may come to a settlement on the dissolution of the contract in accordance with the law.
- 13.2 If Florpartners is prevented from meeting any obligations towards the Client due to force majeure, and those circumstances shall in the judgement of Florpartners be of a temporary or passing nature, Florpartners shall be entitled to suspend execution of the contract until such time when the circumstance, cause or event at the root of the force majeure no longer pertains.
- 13.3 "Force majeure" is deemed to be any circumstance, cause or event, wherever it occurs or arises, which prevents, makes impossible or unreasonably burdensome the correct, full or timely compliance with any of Florpartners' obligations, whether temporarily or permanently, and which circumstance, cause or event could not reasonably have been prevented by Florpartners or which lies partly outside the sphere of influence of Florpartners or on which Florpartners cannot exercise an influence.  
Circumstances, causes or events leading to force majeure shall at least include: fire, explosion, lightning strike, ice conditions, low/high water, tidal wave, spring tide, flooding, earthquake, storm, snow, frost and other weather conditions, labour strike, excessive absence (due to illness) of staff, war, blockade, social unrest, government measures and/or regulations which prevent compliance with obligations, lack of means of transport, failure or interruption in the provision, delivery or availability of electricity, failure or interruption in or of the functioning of a public utility.
- 13.4 Also deemed to be "force majeure" shall be the consequences of any circumstance, cause or event as referred to in the previous section of this Article.
- 13.5 Florpartners is entitled to claim compensation in regard of all work done by it or on behalf of it to execute the contract with the Client before the circumstance, cause or event leading to force majeure occurred or became evident.

### **Article 14 - Liability**

- 14.1 The Client shall guarantee that to the best of his knowledge he has provided all information essential for executing the contract. Florpartners shall perform the services to the best of its judgement and ability and in accordance with the requirements of professional practice.
- 14.2 If the execution of a contract by Florpartners or the failure to execute a contract or negligence in the execution lead to liability, such liability shall always be limited to the invoice amount for the relevant contract stage or part in the relevant calendar year, with due observance of these Terms and Conditions. The liability shall at all times be limited to that part of the contract in the relevant calendar year to which the liability applies.
- 14.3 The limitations on liability referred to in the previous section also apply in case Florpartners has wholly or partly refused or if it has interrupted or caused to be interrupted, has suspended or caused to be suspended, has terminated or caused to be terminated, a contract or the continued execution of a contract wrongly or without a valid reason, and this leads to liability for damage of any nature whatsoever.
- 14.4 The limitation of liability described in the preceding sections of this Article also applies in case and to the extent that Florpartners, which has accepted the contract, is liable for the improper functioning of equipment, devices, software, databases, registers or other items, materials, or resources used or applied in the execution of the contract, and for the performance/failure to perform and carelessness of persons working under its direct supervision.
- 14.5 The Client shall indemnify Florpartners against all claims by third parties, including the reasonable costs of legal assistance, which are in any way connected with the work performed for the Client, unless the circumstances giving rise to the claim are the result of gross negligence or intent on the part of Florpartners B.V.

**Article 15 - Claim payment**

- 15.1 Payment by Florpartners of the damage determined in relation to the maximum amounts referred to, with due regard for the provisions of this Article, shall form the sole compensation for damage. The Client shall expressly and completely indemnify Florpartners against anything else.
- 15.2 Without prejudice to the further provisions of this Article, all claims for compensation shall expire one year after the damage occurred or was discovered or recognised, or could reasonably have been discovered or recognised, and in any case after delivery by Florpartners of the contract to the Client.

**Article 16 - Complaints**

- 16.1 Any complaints shall only be accepted for processing if they are received by Florpartners in writing within one (1) month after their discovery.
- 16.2 Complaints shall only be accepted for processing if accompanied by a description of the nature of and grounds for the complaints.
- 16.3 Complaints relating to an invoice must be lodged with Florpartners in writing within fourteen (14) days of the date of invoice.
- 16.4 If no complaint has been lodged with Florpartners within the applicable period or in the manner prescribed, all that has been delivered by Florpartners shall be deemed to comply fully with the contract and to have been accepted and approved by the Client unconditionally.
- 16.5 Lodging a complaint shall under no circumstances discharge the Client from his payment obligations with respect to Florpartners.

**Article 17 - Amendments to the Contract**

Amendments to a contract are only valid if made in writing and if both parties have agreed to the amendments.

**Article 18 - Article Headings**

The headings of the articles in these Terms and Conditions shall only serve to facilitate reading and the clarity of the document and shall have no other meaning. In particular, the headings may not be used for the interpretation of these Terms and Conditions.

**Article 19 - Applicable law, disputes**

- 19.1 The legal relations between Florpartners and its Clients shall be governed by Dutch law.
- 19.2 In case of disputes arising from or in relation to the contract to which these Terms and Conditions apply, as well as disputes on the Terms and Conditions themselves, the parties shall first attempt to solve these themselves with the aid of Mediation in accordance with the regulations of the Netherlands Mediation Institute (Stichting Nederlands Mediation Instituut) in Rotterdam, such as these are in force on the first date of the Mediation.
- 19.3 If it has proven impossible to solve a dispute as referred to above using Mediation, the dispute shall be settled by the competent court of The Hague. The parties shall therefore only appeal to the court after they have made every effort to solve a dispute in joint consultation.

**Article 20 - Privacy statement**

See our privacy statement on our website

**Article 21 - Validity**

If any provision of these Terms and Conditions should be fully or partly invalid and/or unenforceable, as a result of any legal regulation, court decision or directive, decision, recommendation or measure by any local, regional, national or supranational authority or body or in any other way, this shall not affect the validity of all other provisions in these Terms and Conditions.

If a provision in these Terms and Conditions should be invalid for any reason as referred to in the previous sentence, but may be valid if it had limited scope or purport, then this provision shall automatically be valid with such limited scope or purport with which it does have validity.