

## General Terms and Conditions, Adviesbureau Beckmann B.V.

### Introduction

Adviesbureau Beckmann B.V. is a private limited company governed by Dutch law, that specializes in providing legal and technical advice in the broadest sense of the word. In the remainder of these General Terms and Conditions, it will be referred to as “the company”.

### Article 1

- a. These General Terms and Conditions are applicable to all work performed for an external party (hereafter referred to as “the client”) by the company, its employees and all persons for whose actions the company could be held liable.
- b. Any deviations from these General Terms and Conditions are only binding if agreed to beforehand by the company in writing, whether in the form of a contract or not.
- c. All agreements are being entered into with and by the company as such.

### Article 2

- a. Any and all liability resulting from any work performed by the company for the client, shall in any case be limited to the amount that will be paid by the applicable liability insurance of the company, increased by the amount of the deductible applicable to that insurance.
- b. A copy of the liability insurance policy will be sent on demand.
- c. If Article 2.a is not applicable, then the liability of the company shall be limited to the amount of the invoice sent by the company for the work performed, with a minimum amount of €500,-.
- d. Only the client can hold the company liable. Third parties cannot derive any rights from the work performed.
- e. The client shall at all times hold the company and its employees harmless against any and all claims from third parties, who claim to have suffered damage as a result of the work performed by the company.
- f. The company shall under no circumstances be liable for damages caused by or incurred as the result of acts of terrorism or sabotage, as defined in the company’s liability insurance policy. This does not include damage covered by the company’s liability insurance under its terrorism clauses.

### Article 3

- a. The company submits invoices based on hours worked and travel expenses incurred. Invoices will be submitted on a monthly basis; at the request of the client invoices can be submitted more frequently.
- b. The company reserves the right to change its rates during the performance of its work. If the change involves an increase in the rates of more than 10% or occurs within two months of confirmation of the order by the client, then the client shall have the right to cancel the order and/or agreement governing the performance of the work, but only within the first 30 days after transmission of the first invoice with the changed rates.

- c. All invoices must be paid within 30 days of the invoice date. In case of non-payment, the debtor is automatically in default. The company reserves the right in case of non-payment to take all necessary legal steps to ensure payment; all costs incurred including legal interest on the amounts overdue will be born by the debtor.

#### **Article 4**

All Intellectual Property Rights resulting from the performance of the work shall remain the property of the company, unless a different arrangement has been agreed to beforehand.

#### **Article 5**

- a. During the performance of our work, we process personal data. Our Privacy Statement can be found at <https://www.beckmann-consult.com/Privacy-statement>.
- b. Agreement to these General Terms and Conditions also includes your consent to process your personal data as per our Privacy Statement, to the extent that such consent is necessary.
- c. We reserve the right to discontinue all work performed for you in case you decide to withdraw your consent given as per Article 5 sub b above, if the lack of consent prevents us from continuing our work in a manner and with a quality that is satisfactory to both parties. No rights can be derived by you from such discontinuation, including, but not limited to, any right to damages or reimbursements.

#### **Article 6**

- d. These General Terms and Conditions and every agreement entered into or order accepted under these General Terms and Conditions, shall be governed by Dutch law.
- e. The Dutch court of the district in which the company is located, shall have jurisdiction to decide on all disputes related to any order or agreement carried out under these General Terms and Conditions.
- f. In case of discrepancies between these General Terms and Conditions and the original Dutch "Algemene Voorwaarden" on which these Terms and Conditions are based, the Dutch version shall have precedence.
- g. In case of discrepancies or conflicts between these General Terms and Conditions and any Terms and Conditions proposed by the client, these General Terms and Conditions shall have precedence.