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Chamber of Commerce Groningen: 57016712

General (delivery) conditions for services by Ecoras (*Ecoras is a trade name of KNN Advies B.V.*)

1. General

The general terms and conditions apply to all offers/quotations, activities and agreements for advice and guidance between Ecoras as the contractor (hereinafter also referred to as the contractor) and the principal, respectively his/her legal successors, unless these terms and conditions have been explicitly deviated from by the parties in a written agreement concluded by them.

2. Offers/quotations

Offers/quotations by the contractor are based on the information provided by the principal. The Client warrants that, to the best of its knowledge, it has provided all relevant information required for the execution of the work (and the making of an offer). The contractor shall be bound by the offer/quotation made by it or on its behalf only if the client confirms acceptance of it in writing within 30 days of the date of the offer/quotation.

3. Execution of work

The contractor shall perform the agreement to the best of his knowledge and ability in accordance with the requirements of good craftsmanship. This obligation has the nature of an obligation to perform to the best of one's ability, as the achievement of the intended result cannot be and is not guaranteed. If during the execution of the agreement it appears that for a proper fulfillment it is necessary to change and/or supplement the intended and the work to be done, parties will timely and in mutual consultation adapt the agreement concluded between them accordingly.

4. Provision of information

The Client shall provide the Commissionee with all information and cooperation required for the proper performance of the Work in good time. The Client shall ensure the accuracy and completeness of the information provided to the Commissionee. In the case of multiple clients (projects, sample brochures, workshops, study tours and the like), a single point of contact/one person with final responsibility must be appointed by mutual agreement. This may also be the body to which invoices must be sent.

5. Fee and costs of the assignment

The fee and the rates are mentioned in the quotation/offer; it is also mentioned to what extent the costs related to the assignment are included, such as costs for secretarial support, travel and accommodation expenses and travel time. In the case of assignments with a duration of more than one year (12 months), after one year an increase in rates will take place in consultation, the increase being at least equal to the increase in the index figure for family consumption costs for the period concerned. The fee and any additional costs are exclusive of VAT. For assignments with a duration of more than two months, the fee, possibly increased by an amount for costs owed, will be charged to the client in instalments in accordance with the payment schedule included in the quotation.

6. Payment

Payment of the fee and costs incurred shall take place within fourteen (14) days of the date of the invoice. Any dispute regarding the invoice will not suspend the obligation to pay. If the client remains in default of timely payment, then the client is in default by operation of law and the client may, without any notice of default being required, be charged statutory interest over the period between the date of the statement of expenses and the payment date. In the event of the Client's liquidation, bankruptcy, attachment or suspension of payments, any claims which the Supplier may have against the Client will become immediately due and payable.

If the client is in default or breach of contract with respect to one or more of his obligations, then, in addition to the statutory interest, all costs incurred in collecting the invoice(s) will be borne by the client. If the order is given by more than one Client, all Clients will be jointly and severally liable for the fulfilment of the obligations as set out in this Article, irrespective of the name of the invoice issued by the Commissionee. This shall also apply if at the commencement of and during the process no Client (s) has (have) been appointed.

7. Confidentiality

The contractor shall be obliged to keep (all) information and data of the client confidential with respect to third parties. The Translator shall take all necessary and reasonably foreseeable precautions to protect the Client's interests. All items/advice etc. supplied by the contractor, are intended to be used by the client and may not be disclosed or made available to third parties without the prior consent of the contractor. The Translator is permitted, in consultation with the Client, to use the Client's name as a reference during the performance of the assignment or after its completion.

8. Interim changes to the assignment

Should circumstances arise in the context of the assignment that were not foreseen at the start of the assignment (including refusal of third-party cooperation, force majeure, illness and disasters), a solution will be sought on both sides - and always in good harmony. If necessary, the assignment may be reconsidered and/or modified. In the continuation of the assignment, modified and new conditions will be added to the first assignment and form a whole. Interim changes to the original assumptions of the client(s) will be charged extra by the contractor.

The client accepts that the time schedule of the assignment may be affected if parties/partners agree in the interim to expand or change the approach, method or scope of the assignment and/or the work resulting from it. The Contractor accepts no responsibility for the consequences of interim changes to the assignment. If an interim change in the assignment or execution of the assignment arises through the fault of the Principal, the Contractor will make the necessary adjustments if the quality of the service demands it. If the interim adjustment or change to the assignment affects the agreed fee or cost reimbursement, the client will be informed of this in writing without delay. If such an adjustment or change results in additional work, the contractor will confirm this to the client as an extension of the current assignment.

9. Premature termination or dissolution of the assignment

The assignment may be terminated early if circumstances arise of such a nature that performance of the agreement cannot possibly be required or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot and should not be expected. If the agreement is dissolved, the contractor's claims against the principal

will be immediately due and payable. Work performed up to the moment of termination will be charged to the Client; the amount involved will also be regarded as a claim payable on demand. Notice/termination to the other party shall be given in writing, stating reasons.

10. Closing

In a financial sense, the assignment shall be concluded when the final invoice has been approved by the principal. Within a period of 14 working days (14) after the date thereof, the principal shall inform the contractor about this. If the Client does not respond within this period, the final invoice will be deemed to have been approved.

11. Liability

The contractor shall be liable for shortcomings in the execution of the order insofar as they are the direct consequence of the contractor's failure to exercise the due care which may be expected with regard to the provision of advice in the context of the order concerned. The contractor shall never be liable for any indirect damage of the client or third parties, including consequential damage, trading loss, damage caused by delay, loss of profit or personal injury, processing costs incurred in vain, post (packages) missing through no fault of their own or any (other) indirect damage; from any cause whatsoever and by whomever suffered.

The burden of proof for the fact that damage has been suffered rests with the customer. The liability for damages suffered by the client, directly arising from shortcomings as referred to above, shall be limited in money terms to the amount of the fee charged by the client for the execution of the order. In the case of assignments with a duration of more than six months, liability shall be limited to an amount equal to the fee charged for the last six months (of the period of time during which the assignment is/was carried out). Any claims in the aforementioned sense must be reported/submitted by the client within one year of discovery of the damage and three years (36 months) of the termination/completion of the assignment, failing which the client shall forfeit its rights.

12. Intellectual property/rights of use

Unless otherwise agreed in writing, the client will only acquire the user rights to goods supplied or made available by the contractor to the client that are explicitly granted in these terms and conditions. The Contractor grants the Client only the non-exclusive right to use the aforementioned rights, even if the Client has indicated otherwise in its terms and conditions. The Client may only use said rights - always in close consultation - for the benefit of its own organization and for the purpose for which they have been granted to it. The right of use may not be transferred to third parties without the Supplier's written permission.

The Principal is not permitted to sell, rent out, alienate or transfer as security the rights or to make them available to third parties in any way whatsoever. This also applies to the digitization of files: digitization is strictly prohibited without the permission of the author(s), photographers, designers and publisher. Copying texts, data and files (or having them copied) - without asking the Contractor's permission, and without paying Reproduction Rights - is also prohibited by law.

13. Indemnification

The client indemnifies the contractor against claims from third parties regarding the advice provided by the contractor as part of the agreement. Furthermore, the Client shall indemnify the Commissionee against all damage caused by viruses and/or defects arising from the use of electronic files, software and data carriers in the context of the performance of the mandate.

14. Applicable law

Dutch law shall apply to these general terms and conditions and to all offers, activities, quotations, assignments and agreements for the supply of services between Ecoras and the customer, respectively their legal successors; to the exclusion of any other right.

15. Disputes

All disputes that may arise as a result of the execution of the agreement between the client and the contractor (or as a result of additions to the original agreement) will be settled by the (District) Court of Groningen, notwithstanding the competence of the sector. Both parties are obliged to make every effort to come to an amicable settlement of the dispute that arises between them, before their dispute is submitted by one of them to the aforementioned court.

Groningen, November 1, 2020