



General terms of payment and delivery as performed by AdviSafe Risk Management B.V.

-CONSULTANCY-

These provisions apply to all legal relationships between AdviSafe Risk Management B.V. (hereafter “AdviSafe”) and its clients concerning work to be carried out by AdviSafe for the client including an offer made by AdviSafe for the performance of work.

ARTICLE I

All offers are free of engagement and will only be made in writing. The approximate duration of the work will be stated, unless a final date of delivery is explicitly agreed at client’s request.

The client can terminate the agreement if AdviSafe does not deliver or not on time. In that case termination takes place by registered letter and is only possible after AdviSafe has been notified of default and given a reasonable term to observe its obligations. The termination only applies for the part for which no (timely) delivery has yet taken place. In that case client is required to pay for the work which was performed and if the shortcoming in the delivery is not attributable to AdviSafe, to pay the full order sum.

ARTICLE II

Client shall pay all invoices in accordance with the payment conditions stated in this article and on the invoice. In the event that specific conditions are not stated, Client shall pay within thirty days of the invoice date. The order sum shall be paid as follows:

- If the order sum is less than €10,000, the order sum shall be paid in one payment after delivery has taken place or the service has been performed;
- If the order sum is €10,000 or more, but less than €50,000, 50% of the order sum shall be paid when the order is placed and 50% after delivery has taken place or the service has been performed;
- If the order sum is €50,000 or more, parties shall agree on a payment schedule, in which at least one amount of €25,000 will be paid when the order is granted.

If an invoice is not paid within the agreed term, the client owes interest of 1% per month from the day on which it defaults until the day of full payment of the invoice(s) to supplier. If the client still fails to pay the amount owed including interest after notification of default, AdviSafe is entitled to increase this amount with collection costs, judicial and other recovery costs, including the costs of counsel and other actually incurred extrajudicial costs.

ARTICLE III

AdviSafe is entitled to suspend the delivery or the performance of services to client until client has met its payment obligations. The client waives all rights to invoke discount, debt comparison or compensation.



Consultancy



Recruitment



Training



Software

ARTICLE IV

All intellectual or industrial property rights on all goods and services developed, made available or delivered for the order rest exclusively with AdvSafe or its licensors. The goods and services may only be used for the purposes for which they are intended. Client shall not reproduce material or make copies of it unless this has been explicitly agreed with AdvSafe in writing. If information carriers are used (including video tapes, DVDs, CD ROMS, drawings, etc) for the performance of an order, only the right of use to these information carriers is acquired. The information carriers remain AdvSafe's property unless explicitly agreed otherwise. If a client acts in violation of copyright it shall forfeit a fine per violation equivalent to the value of the order plus an increase of 100% of that amount and this amount shall be forfeited and shall have to be paid immediately without further notification of default, as referred to here above, all this without prejudice to our right to charge the actually suffered damages, increased by any interest and costs. If materials of the client are used in an order, this material shall not be used for other purposes except for its intended use and after use will be returned to the client at first request. In the event that this material is lost, however, the client has no right to damages, unless this can be attributed to intent or gross negligence by us or by staff working at AdvSafe.

Where applicable all information in any form shall be handled confidentially by AdvSafe. All information provided by AdvSafe must be handled in the same manner.

ARTICLE V

Without prejudice to these conditions "The New Rules 2005 Legal relationship client-architect, engineer and consultant DNR 2005" from ONRI, the Dutch association of consulting engineers, apply to all legal relations between AdvSafe and its clients.

ARTICLE VI

Any purchase terms and conditions of purchasers, which contradict these delivery and payment terms and conditions are explicitly rejected by AdvSafe and do not apply unless agreed otherwise in writing.

ARTICLE VII

All disputes and collection measures with regard to the agreements concluded with AdvSafe, excluding all other provisions, will be presented to the court having jurisdiction in the District of Alkmaar or in the place of residence/registration of the client, such at AdvSafe's discretion.