

# Terms & Conditions ZAP Concepts B.V.

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## 1. General

In these terms and conditions, the following definitions shall apply:

- 1.1 services: all services provided;
- 1.2 tender: a written offer to against certain conditions to carry out certain services;
- 1.3 command: every assignment by the principal to the supplier;
- 1.4 client: any party that negotiates with the contractor an agreement and/or an agreement that the supplier enters into with respect to an order;
- 1.5 the supplier: Advisory and research firm ZAP Concepts BV CoC 71824715
- 1.6 agreement: any agreement entered into between the client and the supplier thereof, any amendment or addition to it, as well as all legal acts for the preparation and for its implementation.

## 2. Applicability

- 2.1 these general terms and conditions apply to all offers, all commands, all agreements to be concluded by the contractor and all agreements concluded by the supplier.
- 2.2 In case of conflict the agreement shall prevail over these terms and conditions.
- 2.3 the applicability of general terms and conditions of the customer are expressly rejected by the contractor.

## 3. Conclusion of the contract

- 3.1 quotes, offers, estimates and other statements (price) from the supplier will not bind the supplier and are applicable only as an invitation to provide a command.
- 3.2 an agreement will be concluded if and insofar as the supplier confirms an order in writing by means of an order confirmation;
- 3.3 the agreement overrides all previous proposals or agreements between the client and the supplier with respect to the service (s).
- 3.4 additions or amendments to the contract, including the applicable terms and conditions, shall apply only if and in so far as they are laid down in writing.
- 3.5 the supplier has the right to draw up a quote for a fee to the customer.

## 4. Delivery time

- 4.1 where the customer owes a prepayment for the implementation information and/or materials, then the period within which the services must be carried out shall be extended not earlier than that time when the payment has been received by the contractor in full. Until that time the provision of information and/or materials is/are entirely up to the contractor;
- 4.2 The delivery periods specified by the supplier are based on information available at the time of the conclusion of the agreement. This may vary insofar as circumstances and depending on the performance of third parties, and on the information provided by those third parties to the supplier. The term of delivery agreed by the supplier will, as much as possible, be adhered to but is not a deadline.
- 4.3 If the delivery period is exceeded, the client is not entitled to any compensation in this respect and is in that case not entitled to dissolve the agreement.

## 5. Implementation of the agreement

- 5.1 all services provided by the supplier shall be made to the best of his knowledge and ability and be carried out in accordance with the requirements of good workmanship. With regard to the agreements and Services, this is an obligation on the part of the supplier.
- 5.2 The supplier determines the way in which the contract is executed, but taking into account the requirements expressed by the client as much as possible.
- 5.3 the supplier can supply more services and charge an additional fee to the client than the agreement, if the client has granted prior permission for this purpose.

## 6. Co-operation by the client

- 6.1 the client shall ensure that all information and documents, which the supplier (in accordance with the judgement of the supplier) needs for the correct and timely performance of the contract, are made available in due time and in the form and manner required by the contractor.
- 6.2 the customer shall ensure that the supplier is informed without delay of facts and circumstances in connection with the performance of the contract that may be of interest.
- 6.3 the client is responsible for the accuracy, completeness and reliability of these documents and information (including information supplied via third parties) given to the supplier.

## **7. Fees**

7.1 the supplier shall be entitled to pass on to the client, after the conclusion of the agreement, but before the contract in full is complete, pricing amplification factors outside of the supplier's control which occur as a direct or indirect result of, but not limited to, increased labour costs, social charges, taxes, prices of suppliers and/or changes in currency ratios

7.2 the contractor's fee is denominated in £ Sterling and is documented in the assignment confirmation, exclusive of VAT and other governmental charges of any kind, which (can) be imposed.

7.3 all rates are excluding expenses of the contractor and third parties engaged by the contractor.

7.4 the contractor's fee is payable without deduction for tax or levies and is not subject to CIS rules.

## **8. Payments**

8.1 the client payment must be made within fourteen (14) days of the invoice date. Payment must be made in £ Sterling, by means of credit transfer into supplier's company bank account.

8.2 the client shall not have jurisdiction on the invoice amount to deduct any amount or to offset the invoice amount against any counterclaim that he or she may have on the contractor.

8.3 the client does not have the right to suspend any payment obligation towards the supplier.

8.4 when exceeding the time limit referred to under paragraph 1 of this article, the client shall be in default by operation of law without any further notice of default being required. Also, insofar as the client is held in default, the client shall as from the due date be liable for statutory commercial interest as referred to in the Late Payment of Commercial Debts Regulations 2002.

8.5 all costs of recovery, both judicial and extrajudicial, shall be borne by the customer. The extrajudicial costs are set at least 10% of the principal and interest without the need for evidence to be provided, without prejudice to the right of the supplier to actual extrajudicial costs that exceed this amount, to be recovered. The above rate is payable from the time when the supplier in writing compels his client to meet these obligations.

5.3 the supplier is entitled, also during performance of the contract, to require, without delay, (additional) security in a form to be determined by the contractor and/or an advance payment;

5.4 all obligations of the client are due and payable immediately upon the case where the client does not meet his payment obligations.

## **9. Complaints**

9.1 complaints with respect to the services rendered and/or the invoice must be made in writing within seven (7) days after the provision of the services, or the invoice date being made known to the supplier.

9.2 when exceeding the time limit referred to in paragraph 1 of this article, this will void any claim against the contractor in respect of the defects. Legal action in this respect must be made within one year after the timely complaint, on penalty of nullification.

## **10. Force majeure**

10.1 means an event beyond the control of the client and the supplier, which prevents a party from complying with any of its obligations under the agreement, whether the contract has commenced in practice or not. Circumstances including but not limited to:

- war, danger of war, terrorist attacks, civil war and insurrection;
- strikes, fires and other serious business failures;
- measures on the part of the Government;
- shortcomings of third parties engaged by the contractor.

10.2 If the supplier is prevented by force majeure within the delivery period to meet its obligations towards the customer, the delivery period will be extended by the duration that the supplier is prevented by force majeure, directly or indirectly, to its obligations.

10.3 the supplier shall inform the customer as soon as possible of a situation of force majeure.

10.4 If the supplier at the moment the circumstance of force majeure has only partially discharged his obligations or is only partially able to complete his obligations, he shall be entitled to invoice separately the delivered or the deliverable part and the client is obliged to pay this invoice.

## **11. Suspension and termination**

11.1 the contractor shall, if the client fails in any obligation to the contractor, or if the supplier can reasonably expect that the client will fail in the fulfilment of any obligation to the supplier, reserve the right to suspend its obligations under the agreement by written notification. In such a situation, the contractor will not be held to pay any compensation without prejudice to its other rights.

11.2 without prejudice to the provisions of paragraph 1 of this article, the supplier may in such cases terminate the agreement with immediate effect, without notice of default or judicial intervention, in whole or in part by means of a written notification. The contractor shall not be held to pay any compensation in such a case, without prejudice to its other rights.

11.3 In the case where the client:

- is declared bankrupt, is admitted to a legal debt restructuring arrangement for natural persons, itself calls on up to its bankruptcy or admission to the legal debt restructuring arrangement for natural persons, or seizure of (part of) his ability;
- is placed under administration or otherwise concedes the power of disposal over his assets or parts thereof;
- proceeds to dissolve or transfer of all or part of his company, including the input of his company to another new or already existing company;
- dies;
- does not in law or on the basis of the agreement or these general terms and conditions meet his obligations;

the contractor is entitled to terminate the agreement with the client with immediate effect, without notice of default or judicial intervention, in whole or in part, by written notification, without prejudice to its other rights.

11.4 upon termination of the agreement, each of the parties shall return to that other party all documents and property, Affairs and owned accessories in its possession, without delay.

## **12. Liability**

12.1 the supplier is not liable for damage suffered by the customer or third parties except to the extent that such damage is a direct result of gross negligence or willful misconduct.

12.2 the contractor is not liable for indirect damage, such as consequential damages, delay damages and loss of turnover or profit.

12.3 the supplier's liability towards the principal and/or third parties shall in all cases be limited to the amount of the fee agreed for the provision of the service. In the case of a contract with a duration of more than two (2) months, the liability of the supplier is limited to the amount of fee that is, or will be, billed from that month preceding the liability.

12.4 the client indemnifies the supplier against claims by third parties, directly or indirectly related to (implementing) the agreement and he will reimburse all damage that the supplier suffers because of such claims.

12.5 limitations of liability laid down in this article are also stipulated by the contractor to apply to the performance of third parties engaged by the contractor for the purposes of the contract.

## **13. Secrecy**

Contractor and Client shall keep secret all information provided to them in the context of the Agreement from each other. The obligation of confidentiality does not apply if (i) one of the parties is held on the basis of a legal obligation to disclose the information, (ii) such information is already publicly known or otherwise than by the breach of any legal or contractual obligation of secrecy has become known, or (iii) such information for the performance of the contract is made public.

## **14. Intellectual property rights**

14.1 the client obtains on the basis of the agreement in no case any right of intellectual property with regard to, but not limited to:

- items provided by the supplier and/or advice and reports created;
- the calculations, descriptions and methods used by the supplier and/or provided regardless of whether or not they have been charged for.

14.2 Except in performance of the contract, the client is not allowed to copy or disclose the content of reports, opinions or other expressions of the contractor whether written or not, nor any portion thereof, to any third party, nor publish or use these without the express prior written consent of the supplier.

## **15. Other provisions**

15.1 the client shall not transfer or otherwise assign the agreement to third parties, unless the supplier expressly agrees this in writing. In such case the supplier is entitled to impose conditions prior to authorisation;

15.2 during the execution of the agreement the client and the supplier consent to communicate with each other by means of electronic mail. Both contractor and client agree to recognize the risks of the use of electronic mail. The client and the supplier shall not be liable towards each other for damage that has arisen as a result of the use of electronic mail. Both the client and the supplier will take all reasonable steps that may be expected of them do to prevent the occurrence of such risks. In the case of doubt on the correctness of the principal or the contractor regarding received mail, the content of the mail sent by the sender shall take precedence.

15.3 this agreement shall not affect or limit the ability of the supplier to directly enforce any legal right or privilege of the supplier. Waiving of any legal rights will only take effect if this is done explicitly in writing.

15.4 if and to the extent that any provision of the agreement or these general terms and conditions would turn out to be not legally valid, the invalid provision shall be replaced with a valid provision that as regards the content and scope as much as possible in each case corresponds to the invalid provision. The other provisions in the agreement or these general terms and conditions remain in full.

## **16. governing law and choice of forum**

16.1 on the tender, the contract, these terms and conditions, the agreement and the resulting legal relationship between the client and the supplier are governed by the law of England & Wales.

16.2 all disputes relating to the Agreement and the resulting legal relationship between the client and the supplier shall in first instance to be presented to the competent court in the district of residence of the supplier.