

General conditions

Name: Diana Bijl Consultancy
Address: Geison 6
6641 NX Beuningen
The Netherlands
KvK number: 09198230

Article 1. General

1. In these general conditions shall apply:
Client: the party that the contract provides.
Contractor: Diana Bijl Consultancy.
Contract or agreement means the contract under which the Contractor is to pay fees and costs against the Client undertakes work for Client services.
Workdays means all days except Saturdays, Sundays, January 1, 2nd Easter, Ascension Day, Whit Monday, 25 and 26 December, the days by the government to national holidays or be proclaimed and the day when the birthday of HM the Queen officially celebrated.
Days means all calendar days.
2. These conditions apply to every offer, tender and agreement between the Contractor and a Client of the conditions stated, insofar parties don't depart these conditions expressly and in writing.
3. These conditions also apply to contracts with the Contractor for the execution of which by third-party Contractor should be involved.
4. The applicability of any purchase or other conditions of the Client is explicitly rejected.
5. If one or more provisions of these terms and conditions at any time in whole or in part or may be destroyed, then the other parts in these terms and conditions will given full force and effect. Contractor and the Client will then engage in dialogue so as new provisions to replace the invalid or void provisions agreed, as far as possible the purpose and intent of the original provisions are observed.
6. If uncertainty exists regarding the interpretation of one or more provisions of these terms and conditions, then the explanation to be "the spirit" of these provisions.
7. If an exchange situation occur that is not regulated in these general conditions, this situation should be assessed according to the spirit of these terms and conditions.
8. If the Contractor is not always strict compliance of these conditions requires, this does not mean that its provisions do not apply, or Contractor in any degree the right would lose in other cases, strict compliance with the provisions of these terms and conditions.

Article 2. Offers

1. All tenders in which the opposite is not explicitly stated, is an informal offer which may be revoked after acceptance. If this withdrawal isn't made within 6 working days after the acceptance is made, the agreement was established.
2. The quote listed prices are excluding VAT and other levies, if any under the contract costs, including travel and subsistence, postage and administrative costs, unless otherwise indicated.

3. If the acceptance (whether or not on secondary items) departs from the tender offer is listed, Contractor shall not be bound. The agreement is not in accordance with said deviating acceptance, unless Contractor otherwise declares.
4. A compound quotation required Contractor not to perform a portion of the assignment against a corresponding part of the price. Offers and tenders shall not apply automatically to future orders.

Article 3. Constitution of the agreement

1. The agreement consists of these terms and conditions together with the order confirmation and is established at the time the order confirmation from supplier digital return has been received and / or by the Contractor and the Client order confirmation signed by the Contractor return is received. While not returning the order confirmation is received, the Contractor reserves the right to her (human) capacity elsewhere to work. The order confirmation is based on at the time by the Client to Contractor information. The order confirmation is considered to be correct and complete.
2. The agreement replaces and supersedes all previous proposals, correspondence, agreements or other communications, written or oral made.
3. The agreement is concluded for an indefinite period, unless the content, or the nature or scope of the contract provided that the results for a given time is made.
4. If the agreement is amended, including a supplement, then the Contractor is entitled to it first to give after this agreement is given by the competent person within the Contractor and the Client has agreed to the execution price and other conditions, including the then determine when it will be implemented. Failure or delay in execution of the amended agreement does not default to the Contractor and the Client is not entitled to cancel the contract.
5. Without being in default, a Contractor can refuse a request to amend the agreement, if qualitative and / or quantitatively, could result for example in this context to work or to be delivered.
6. If the Contractor with the Client a fixed fee or fixed price agreed, then the Contractor is nevertheless at all times be entitled to increase this fee or the price without the Client in this case is entitled to dissolve the Agreement, for that reason when the increase in price results from a power or obligation under the law or regulations or other grounds, which were not reasonably foreseeable at the moment the agreement was signed .
7. If the price increases other than as a result of an amendment to the agreement more than 10% and within three months after the conclusion of the agreement, then only the Client entitled an appeal to Title 5 Section 3 of Book 6 BW to dissolve the agreement by a written declaration , unless the Contractor
- then still is willing to perform the Agreement on the basis of the originally agreed;
- if the price increase results from an authority or a Contractor's obligation under the law;
- if stipulated that the episode longer than three months after the agreement will take place.

Article 4. Participation by the Client

1. The Commissioner shall ensure that all information, which the Contractor indicates that they are necessary or which the Client reasonably should understand that they are necessary for the execution of the contract, the Contractor shall be timely provided. If the implementation of the necessary data are not timely provided to the Contractor, the Contractor has the right to suspend the implement of the agreement and / or to charge extra costs resulting from the delay on customary rates. The implementation period starts no earlier than after the Client information to the Contractor's disposal. The Contractor is not liable for damages of any kind by the Contractor is assumed by the Client provided false and / or incomplete data.
2. Commissioner must ensure that the Contractor shall immediately be informed about facts and circumstances relating to the proper execution of the contract.
3. Unless the contract otherwise results, the Client is responsible for the accuracy, completeness and reliability of the Contractor supplied data and documents, including those through or from third parties.
4. Client is responsible for ensuring that the Contractor shall provide office space and other facilities in the opinion of Contractor necessary or useful to meet all the requirements to implement the Agreement.
5. Unless the contract otherwise results, Client will work or leave work for the necessary staff in order to enable the Contractor to perform tasks. If specific personnel needed it will be agreed and specified in the order confirmation. Client must ensure that its staff have the appropriate skills and experience to the work to be carried out.

Article 5. Implementation of the contract

1. All activities are performed by the Contractor shall be performed to the best of his knowledge and ability in accordance with the requirements of good craftsmanship. Concerning the proposed work there is an effort commitment on the part of the Contractor, unless expressly provided otherwise.
2. Has the implementation of certain activities or the supply of a certain period agreed or specified, this is never a deadline. When exceeding a period, the Contractor therefore has to notify the Client in writing. Contractor shall designate a reasonable time be given later to implement the agreement.
3. The Contractor has the right to have certain work done by third parties. The applicability of Article 7:404, 7:407 and 7:409 paragraph 2 Dutch Civil Code is explicitly excluded.
4. If the Contractor or Contractor engaged third parties under the contract work at the site of the Client or a site designated by the Client, the Client free care for those by employees reasonably required facilities.
5. The Contractor has the contract to carry out different stages and thus separately billing parts.
6. If the agreement is implemented in stages, Contractor has been authorized to postpone the implementation of those parts to the next stage until the Client has approved the results of the preceding stage in writing.
7. If, during the execution of the agreement appeared that it is necessary to amend or supplement the agreement, then parties timely and by mutual agreement move on to amend the agreement. If the nature, scope or content of the agreement, whether by request or appointment of the Client of the competent authorities et cetera, is amended and therefore the contract would be qualitatively and / or

quantity changed, it could have consequences for what was originally agreed. Thus, the originally agreed amount may be increased or decreased. As much as possible Contractor will make a quotation in advance. By an amendment to the agreement possibly the initial period of implementing period can be changed. The Client accepts the possibility of amending the agreement, including the change in price and time of implementation.

8. If the Client was failing in the proper fulfillment of that which he is held against the Contractor, then the Client is liable for all damages to the Contractor side of it, directly or indirectly incurred.
9. If the Client would involve third parties in the implementation of the contract only he will go after this when there is an agreement with the Contractor to have achieved, since the direct or indirect involvement of third parties in the implementation of the contract, may significantly affect the ability of the Contractor for the to run correctly for the contract. The preceding sentence shall also apply to the Client.

Article 6. Delivery period

1. Is the Client an advance payment due or he needed to implement information and / or materials available, then the period in which the work should be completed will be no earlier than that the whole payment is received by the Contractor or when the information and / or materials whole have been made available to him.

Article 7. Termination

1. Client and Contractor may, at any time (mid) by registered mail notice with a reasonable notice period, unless the reasonableness and fairness precludes termination or termination of it in such a term.
2. The agreement will be terminated by either party by registered letter (interim) without a notice period in case the other party is unable to meet its debts or if a liquidator, receiver is appointed, the other party takes a debt, or for any other reason, its activities or if the other party the creation of the above conditions at one party considers reasonably plausible whether or if a situation arises that justifies immediate termination in the interest of denouncing party.
3. If the (interim) cancellation is made by the Client, the Contractor of its side is entitled to ask a reimbursement for the plausible created occupancy loss and additional costs they reasonably need to make as a result of early termination of the contract (such as costs on subcontracting), unless there are facts and circumstances underlying the termination to the Contractor responsible. Contractor reserves in all cases of (interim) termination entitlement to payment of claims for the work done so far, whereby the Contractor the provisional results of the work done so far will be made available to the Client. As far as the transfer of work for the Contractor additional cost gives, they are charged to the Client.
4. On termination of the agreement each party is required all goods and documents in property belonging which are in possession to hand to the other party without delay.

Article 8. Suspension, dissolution and termination of the interim agreement

1. Contractor is authorized the fulfilling of the obligations to suspend or terminate the agreement if the Client's obligations under the agreement does not, not fully or timely comply, after the conclusion of the agreement the Contractor learns of circumstances giving good ground to fear that the Client will not fulfill his obligations, if the Client at the conclusion of the agreement was requested to guarantee the fulfillment of his obligations under the agreement and this security is or insufficient or if the delay on the part of the Client may no longer be required that the Contractor against the originally agreed conditions will honor.
2. Furthermore, the Contractor is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the contract is impossible or if there are other circumstances arise of such nature that the unaltered maintenance of the agreement can not reasonably be demanded from the Contractor and if the Client fail to comply with the contract obligations and this failure justifies rescission.
3. If the agreement is dissolved, the progress of the Contractor to the Client immediately is due and payable. If the Contractor the fulfilling of the obligations suspend he retain his rights under the law and the agreement.
4. If the Contractor's suspension or termination is about, he is in no way liable for damages and costs it incurred in any way.
5. If the dissolution is attributable to the Client, the Contractor is entitled to compensation for damages, including costs, thereby directly and indirectly created.
6. If the agreement is terminated by Contractor, Contractor will, in consultation with the Client take care for the transfer of additional work to third parties. Unless the termination is attributable to the Client. If the transfer of work to cause Contractor extra cost, it will be charged to the Client. The Client shall pay such costs within the period referred to, unless Contractor declares otherwise.

Article 9. Force majeure

1. Contractor is not obliged to perform any obligation to the Client if he is hindered due to a circumstance that is not due to debt, and neither under the law, an act of force in the movement for his views originate.
2. Force majeure is in these terms mean, in addition to what this effect in the law and jurisprudence is understood, all external causes, foreseen or not foreseen, which Contractor can not exercise, but which the Contractor is unable to meet his obligations. The Contractor also has the right to invoke force majeure if the circumstance rendering (further) fulfillment of the agreement prevents occurs after Contractor should fulfill its commitment.
3. Contractor may be used during the period that the force majeure continues to suspend obligations under the agreement. If this period lasts longer than two months, then either party has the right to terminate, without liability for compensation for damage to the other party.
4. Insofar Contractor at the time of the occurrence of force majeure its obligations under the agreement has already partially fulfilled or will be fulfilling, and to fulfill and to be part of independent value, the Contractor is entitled to have already met and to meet part separately to invoice. The Client is obliged to pay this invoice as if there is a separate agreement.

Article 10. Payment

1. Payment by the Client shall, without deduction, discount or debt settlement continues to occur within 14 days after the invoice date, to a Contractors indication the currency in which billed, unless otherwise indicated by Contractor. Contractor is entitled to periodic billing. Objections to the height of the submitted invoices shall not suspend the payment obligation of the Client.
2. When the period mentioned in paragraph 1 has been exceeded, the Client is, after the Contractor at least once has demand payment within a reasonable time to pay, of law in default. In that case, the Client, from the date on which the sum became due until the date of payment, the statutory interest. In addition, all costs of recovery, after the Client is in default, both judicial and extrajudicial, charged to the Client. If the Contractor after the expiration date collection measures will be taken out costs are calculated on the basis of which the Dutch collection practice is currently the method according to Report Voorwerk II. If, however, higher user charges for collection has been reasonably necessary, the actual costs for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client is on any collection costs also include interest.
3. Contractor has the right to payments made by the Client to stretch in the first place to reduce the costs, then deducting the interest still due and finally to reduce the principal and accrued interest. Contractor may, without thereby in default to be an offer to refuse payment if the Client a different order for the allocation of the payment designated. Contractor is authorized to refuse total repayment, if this does not include the cases and accrued interest and collection costs.
4. The Client is never entitled to settle payment by it to the Contractor. Objections to the height of a bill do not suspend the payment. The Client that not future to Section 6.5.3 (Articles 231 and 247 Book 6 BW) is not entitled to the payment of an invoice for any other reason to suspend.
5. If the financial position and / or payment from the Client to the discretion of the Contractor so requires, the Contractor is entitled to require the Client that it immediately (additional) security in a Contractor to determine the form and / or advance it. If the Client fails to provide security, the Contractor is entitled, without prejudice to his other duties, the further implementation of the contract immediately suspend and what the Client for whatever is owed, due and payable immediately.
6. In case of a jointly contract customers to the extent that the work of the joint Clients are provided severally connected for paying the full invoice amount.

Article 11. Retention of title

1. Contractor reserves all intellectual property rights with regard to products of the mind which he uses or has used and / or develops and / or has developed in the framework of the implementation of the contract and on which he has copyrights or other rights of intellectual property or can be made valid.
2. The Client is expressly prohibited products, including computer programs, system design, procedures, advice, teaching materials, protocols and other spirit products supplier, in the broadest sense, whether or not involving third parties to reproduce, to reveal or exploit. Reproduce and / or publication and / or operated only after written permission from authorized Contractor. Client has the right to reproduce

the written documents for use within its own organization, where appropriate within the purpose of the contract. In case of premature termination of the contract, the foregoing shall apply.

3. The Contractor delivered, that pursuant to paragraph 1. the title is, may not be resold and must never be used as payment. The Client is not entitled to pledge under the title falling to pledge or otherwise encumber.
4. The Client should always do everything that reasonably could be expected from him to secure the property of the Contractor. If third parties seize goods delivered under retention of title or rights to establish or exercise, the Client is required to inform immediately the Contractor. It also obliges the Client to insure and keep insured the delivered subject property against fire, explosion and water damage and against theft and to give access to the policy of this insurance on first request of the Contractor. When any payment of insurance Contractor is entitled to these tokens. Insofar as necessary, the Client itself to the Contractor in advance to cooperate with all that that framework which are necessary or desirable (to appear).
5. In the event the Contractor in this article designated property to exercise, the Client in advance unconditional and irrevocable consent to the Contractor and the Contractor to designate third parties to all these places to enter the property of the Contractor and take back .

Article 12. Claims

1. Complaints relating to the activities and / or invoice shall be made in writing binnen 14 working days after date of the documents or information which the Client complains or within 14 days after the discovery of a defect, if the Client demonstrates that he could not reasonably lack discover Contractor known to be made.
2. Complaints in the first paragraph, will not suspend the payment of the Client. Client is not entitled on the basis of a case of advertising relating to a particular service payment to delay or denial of other services of the Contractor which advertising does not relate.
3. In case of a justified complaint Client has the right to choose between an adaptation of the fee charged, the charge to improve or re-perform the work or disapproved the part (more) to implement the order against a pro-rata refund of the Client already paid fees.
4. If it is established that a complaint is unfounded, then the costs incurred thereby, including the research costs, in support of the Contractor thereby cases integral on behalf of the Client.
5. The deliverables of Contractor meet the usual requirements and standards to them at the time of delivery reasonably and could be what they normally use in the Netherlands. The guarantee in this article shall apply to matters that are intended for use within the Netherlands. When used outside the Netherlands, the Client itself needs to verify that its use is suitable for use there and meet the terms on which it made. Contractor in that case can impose other warranty and other conditions in respect of the supplied business or work.
6. Notwithstanding the statutory limitation periods, the limitation of all claims and defenses against the Contractor and the Contractor in the performance of a third party, is a year.

Article 13. Liability

1. The Contractor will work to its best performance, and the care that from the Contractor can be expected. If an Contractor made an error caused by incorrect or incomplete information, the Contractor is not liable for any resulting damage. If the Client demonstrates that they have suffered harm by the fault of the Contractor which could be avoided, the Client shall be liable only for direct damages up to € 2500.00, notwithstanding the provisions of paragraphs 7 and 8 of this Article.
2. Direct damage is only:
 - the reasonable costs incurred to establish the cause and extent of the damage, where the establishment relates to damage under these conditions.
 - any reasonable expenses incurred for the poor performance of the Contractor agreement to answer, so far as this can be attributed to Contractor.
 - reasonable costs incurred to prevent or minimize damage, if the Client demonstrates that said costs have led to the limitation of direct damage in these terms and conditions.
3. Contractor shall never be liable for indirect damage, including consequential damages, lost profits, lost savings, damage due to business interruption costs resulting from a conviction in court, interest and / or damage resulting from the provision of poor cooperation and / or information from the Client, and / or damage by reason of Contractor given free information or advice which the contents are not explicitly part of the written agreement.
4. Client shall indemnify the Contractor against claims by third parties for damages caused by incorrect or incomplete information provided by Client to the Contractor unless the Client demonstrates that the injury is not related to the control act or omission which is attributable to or caused by intent or equivalent to gross negligence of the Contractor and unless any imperative (inter) national laws or regulations do not allow such a provision.
5. In paragraph 1 of this article of limitation of liability is also stipulated for the benefit of the Contractor for execution of the contract by third parties.
6. The Contractor is not liable for damage or destruction of documents during transportation or shipment by mail, regardless of whether the transport or shipment is made by or on behalf of Client, Contractor or third parties.
7. If the Contractor should be liable for any damages, the liability of the Contractor is limited to a maximum of twice the invoice value of the order, at least to that part of the order in which the liability relates.
8. Contractor's liability is always limited to the amount of the benefit of its insurer in the case.
9. In this article limits of liability do not apply if the damage is due to intent or gross negligence of the Contractor or his senior subordinates.
10. Client indemnifies Contractor for any claims by third parties which in connection with the implementation suffer loss of the and has been caused by others than the Contractor. If Contractor should be addressed by such third parties, then the Client account for both outside and in to right and immediately to do for him in that case can be expected. If the Client defaults in taking appropriate measures, then Contractor, without notice, entitled themselves doing so. All costs and damages on the part of Contractor and third parties are created, are integral for the account and risk of the Client.

Article 14. Contract take over

1. It is the Client not allowed (some obligation) from the agreement to transfer to third parties, unless the Contractor expressly agrees. The Contractor is entitled to the consent conditions to it. Client undertakes in any case to case all relevant (payment) obligations under the agreement in these terms and conditions to impose to the third. The Client is always beside this third responsible for the obligations under the agreement and the general conditions, unless the parties expressly agree otherwise.
2. In case of contract takeover the Client shall indemnify Contractor in respect of all claims of third parties arising from a non or improper performance of any obligation by the Client from the contract and / or general conditions, unless any binding (inter) national laws or regulation such provision does not permit.

Article 15. Internet use

During the execution of the contract Client and Contractor will be, at the request of one of them, by means of electronic mail communicate with each other. Both Contractor and Client acknowledge that the use of electronic mail poses risks such as, but not limited to, distortion, delay, and virus. Client and Contractor hereby declare to each other that they will not be liable for damages that may result in one or each of them from the use of electronic mail. Both Client and Contractor will do all that any of them reasonably may be expected to do or fail to prevent the occurrence of such risks. In the case of doubt on the correctness of the by Client or Contractor received mail, the contents of the mail sent by sender is decisive.

Article 16. Limitation period

Unless the context otherwise requires, revocation claim rights and powers of the Client of any reason against the Contractor in any case after the expiry of one year from the time an event occurs that Client rights and / or powers to Contractor may use.

Article 17. Confidentiality

1. Unless a statutory provision, regulation or other (professional) rule require it, Contractor is obliged to confidentiality against third parties in respect of confidential information obtained by the Client. Commissioner may make exemption give.
2. Subject to written consent of the Client Contractor is not entitled to use confidential information provided by the Client to apply to a purpose other than which it was obtained. This is an exception in case the Contractor is acting for themselves in a civil or criminal proceedings where such information may be is of importance.
3. Unless there is any statutory provision, regulation or other rule obligation to disclose or the Contractor's prior written consent is granted, will sponsor the content of reports, opinions or other or written expressions of Contractor not disclose to third parties.
4. Contractor and the Client will fulfill their obligations under this article by them to switch parties.
5. If not considered contrary to the provisions of article 17.1 and 17.2 Contractor is entitled to mention in the outline of the work of (potential) customers of the Contractor and only indicative of the experience of the Contractor.

Article 18. Applicable law and disputes

1. All legal relations which is a party, only Dutch law applies even if a contract wholly or partly abroad to be given or if the legal relationship to the party concerned is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. On all contract resulting from this litigation, the court jurisdiction of the domicile of the , unless under the law of another judge compelling law jurisdiction.

Article 18. Sequel

The provision of this agreement, express or implied intention is that, even after termination of this agreement remain in force, will continue in force thereafter and the parties continued loyalty.

Article 19. Amendment conditions

1. Applies is always the last registered version or the version in force at the time of the establishment of the legal relationship with the Contractor.
2. The Dutch version of the general conditions are more decisive for the interpretation.

Beuningen