

The Organizing Firm

Chamber of Commerce The Hague, no. 51713780

General Delivery Conditions

Application

Article 1

1. All the quotations from assignments to and contracts with The Organizing Firm – hereafter referred to as the contractor – are subject to the following general conditions.
2. All the contracts with the contractor are subject to title 7 of book 7 Dutch Civil Code, unless the general conditions or the stipulations of the contract expressly deviate from this.
3. The customer may only claim conditions that deviate from these conditions and/or own conditions/stipulations, if these stipulations or conditions have been expressly accepted in writing by the contractor.
4. The customer who by entering into a contract with the contractor, has also accepted the general conditions, is considered to have tacitly agreed to the applicability of these conditions to contracts he has later entered into with the contractor.
5. If for whatever reason a stipulation in the general conditions loses its validity, the other conditions remain in full force.

Quotations; realization contract and change in given assignments

Article 2

1. All the quotations and offers of the contractor are informal, unless they contain a term for acceptance. If a quotation contains an informal offer and this is accepted, the contractor has the right to revoke the offer within 5 working days after receipt of the acceptance.
2. An assignment is only legal, if it is submitted in writing and contains a clear description of the activities that are to be executed.
3. If the customer wishes to make changes in the assignment that has led to the contract, these can be proposed both in writing and verbally.
4. Acceptance of assignments or of changes in existing assignments is only legal, if this has been done in writing.
5. The written acceptance of the oral assignment and of oral changes must contain a clear description of the activities that are to be executed.
6. In the written acceptance of the assignment by the contractor mention must be made of whether and if so to what extent an assignment is bound to a fixed space of time.
7. A contract is brought about when the written confirmation of this contract is signed by the parties involved. The legal consequences are only effected as from the day the contractor receives the confirmation.

Security and suspense

Article 3

The contractor is always authorized to ask the customer to provide sufficient security for the observation of his payment obligations and if necessary to suspend the further execution of the contract until the requested security has been provided.

Information provided by the customer

Article 4

1. The customer is obliged to lend complete cooperation in the execution of the assignment and to make available to the contractor all that is required to this aim. This also entails that upon request office and/or inquiry facilities are made available with suitable provisions, that the employees of the customer are available for the assignment during the agreed time and that perusal is granted of all the documents and data that are required for the execution of the assignment. The contractor is under no circumstance liable for damage, which has originated by incorrect or insufficient information.
2. The contractor has the right to suspend the execution of the assignment until the moment when the customer has met the obligations referred to in the previous section.

Manner of execution assignment

Article 5

1. The contractor is obliged to carry out the given assignment in a careful manner as befits a good contractor.
2. The contractor determines the manner in which the assignment must be executed in his opinion. The contractor has the duty to inform the customer in advance about the manner in which the execution will be given shape.

Copyright

Article 6

Programs, system designs, approaches, advice, etc. that are used in an assignment by the contractor are to be considered as works in the sense of art. 1 of the Copyright Act 1912 and proved to the contractor in the relation to the customer the exclusive right to use these, unless the contractor has permitted the customer in writing to use these within the limits to be indicated by the contractor.

Secrecy and exclusiveness

Article 7

The contractor is obliged to secrecy towards third parties who are not involved in the execution of the assignment, concerning all the information made available to him by customer and the results obtained by their processing.

Non-attributable shortcoming (force majeure)

Article 8

1. If the execution of the assignment also depends on third parties engaged by the customer, and when these third parties do not meet their obligations and therefore the assignment cannot or not timely be executed, or not without considerable extra efforts and/or costs, the contractor is authorized to dissolve the contract wholly or partly through a written notification, if continuation of the activities can no longer be reasonably demanded of the contractor, without the contractor being liable to pay any compensation on this respect.
2. The contractor has the same right as described in the previous section of this article in case of:
 - mobilization, war and threat of war;
 - fixing of quotas or other government measures;
 - strike;
 - blocking of traffic;
 - fire.

Obligation to disclose

Article 9

In case a party cannot meet its obligations or it can reasonably anticipate not to be able to meet them, either as a result of force majeure, or as a result of other circumstances, this party is obliged to inform the other party of this immediately in writing.

Invoice amount and costs

Article 10

1. All the rates are exclusive of VAT and other levies that are imposed by the authorities.
2. The rates for services may be adjusted annually per 1 January.
3. The adjustment of rates will be announced per 1 September of each year in order to give the customer the opportunity to terminate the contract in time, if he cannot agree to the adjustment of rates.
4. The amount of compensation that is charged is calculated, unless agreed otherwise in writing, according to the usual rates of the contractor. In the quotation it is clearly indicated which amounts are required for preparation/development material costs and fee for training/advice.
5. If for the execution of the assignment it is necessary that the contractor incurs accommodation costs in places that do not belong to the customer or are not rented by the customer, these cost are fully at the expenses of the customer and will directly be paid to the creditor involved.
6. The costs incurred by contractor (advance payments) are charged to the customer. These costs also consist of invoices of employed third parties.
7. The contractor will send an invoice to the customer at the end of each month (unless agreed otherwise) for the activities executed in that month.

Payment and complaints

Article 11

1. Payment must be effected within 14 days of date of invoice, into a bank or giro account indicated by the contractor.
2. If customer fails to settle the amount of the invoice that he owes within the set term, he is in default without any further notice of default being required.
3. If the customer fails to settle the amount of the invoice that he owes to contractor an interest over this amount as from the date when he is in default, in accordance with the stipulation of the previous section, over the period during which he remains in default in meeting his obligations. The owed interest amounts the legal interest plus 3%.
4. If the customer is in default with a payment he owes to the contractor, the contractor is authorized to claim entire or partial advance payment, or to suspend the execution of his activities, without prejudice to any further rights of contractor.
5. In case of a joint assignment the customers are jointly and severally liable for the payment of the entire amount of the invoice.
6. If customer contends the amount of the invoice, he must notify the contractor of his objections within 14 days after the date of invoice on penalty of forfeiture of the right of claim.
7. The single fact of claim with regard to stipulated activities will under no circumstances lift the payment obligation of the customer with regard to these activities.
8. In case of a justified claim the contractor has the choice between adjustment of the amount of the invoice, the improvement or again execution of any rejected activities, or full or partial annulment of the underlying contract, the latter by a simple notification to the customer, without any judicial mediation being required and against pro rata reimbursement of the amount the customer has already paid in this respect. The contractor is liable for any damage originated with the customer pursuant to this section, with due observance of the provisions hereafter in art. 12.

9. Any extrajudicial costs in relation with the collection of any claim against the customer are at the latter's expenses. The extrajudicial costs will be considered to be at least 15% of the amount that is to be claimed.

Liability

Article 12

1. If the contractor will be liable to the customer for whatever reason for any damage the customer has suffered, this liability is at any rate limited to 50% of the total fee that he has charged to the customer relating to the most recent contract between parties.
2. If the customer transfers the risk connected to any service or assignment for insurance to third parties, he is obliged to indemnify the contractor from any redress of this third party, in default of which any claim against the contractor becomes null and void.
3. Concerning the materials the customer has made available to the contractor, the customer guarantees that any processing of such material is not in violation of any legal regulation, or of the public opinion. The contractor is authorized to refuse or to terminate any processing of the material, as the case may be, if this is in his opinion the case yet. The customer indemnifies contractor against any claims in this respect.
4. Condition for the arising of any claim of compensation is always that customer reports this damage to the contractor in writing as soon as is reasonably possible after the arising.
5. Loading, unloading and transport of goods is effected at the expenses and risk of customer, unless agreed otherwise in writing.

Duration of a contract

Article 13

Assignments end when they are completed, or at the time parties have agreed upon.

Dissolvement

Article 14

The contractor is, except in case of Art. 8, authorized to wholly or partly dissolve the contract with the customer without obligation to pay compensation, if:

1. The customer does not or not timely meet his obligations pursuant to the contract.
2. The customer applies for a moratorium of payment or goes bankrupt.
3. The customer is a partnership and this is dissolved.

In abovementioned cases the customer is considered to be in default.

Right of retention

Article 15

Contractor is authorized to suspend the handing over of matters that he has in his possession in connection with the execution of an assignment for the customer, until his claims relating to any assignment have been met.

Retention of title

Article 16

1. Until the complete settlement of all the claims ensuing from the contract, the delivered goods remain the exclusive property of the contractor.
2. In case of non-payment the contractor has the right to take back from the customer any goods that have already been supplied. Customer has to lend his cooperation to this aim.

Disputes

Article 17

With regard to any disputes in relation with quotations, assignments and contracts that are subject to these conditions either the District Court or the Sub district Court of The Hague is authorized, depending on the nature and heights of the claim.

Applicable law

Article 18

Any quotations, assignments, contracts and disputes arising from these are subject to Dutch law.