



GENERAL TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES PROCESS VISION

1. DEFINITIONS In these General Terms and Conditions:

- **“the Client”** means the university, research organization or company with whom the Contract is entered into;
- **“the Consultant”** means Process Vision;
- **“the Contract”** means the contract between the Client and the Consultant consisting of this Quotation, these Terms and Conditions and any other documents (or parts thereof) specified in the Quotation;
- **“the Project”** means the services to be provided by the Consultant to the Client as specified in the Quotation;
- **“the Quotation”** means the document (i) setting out the services to be provided by the Consultant to the Client and (ii) listing any documents and the like to be provided by the Client to the Consultant such that the Consultant may perform the Project.

2. GENERAL

2.1 These General Terms and Conditions govern the provision of all services from or on behalf of the Consultant to the Client and apply to all dealings between the Consultant and the Client.

2.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client. Failure of the Consultant to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of the Client. Neither the Consultant’s commencement of performance nor the Consultant’s delivery shall be deemed or constituted as acceptance of any of the Client’s terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of services by the Consultant, as well as acceptance by the Client of any provision of services from the Consultant shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.

2.3 By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and the Consultant, even if this is not expressly stated.

3. THE PROJECT

3.1 The Consultant shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

3.2 The Consultant shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require.

3.3 The Client has the right to notify the Consultant that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee and the completion date of the Project.

4. SUBCONTRACTORS

The Consultant shall be free to involve third parties, availing of specific expertise, in the performance of the Project, provided that the Consultant shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Consultant. If requested by the Client, the Consultant shall identify these third parties, specifying in each case their specific expertise.

5. FEES AND EXPENSES

5.1 The Client shall pay to the Consultant fees at the rate specified in the Quotation.

5.2 Unless otherwise stated in the Contract, the Consultant shall be entitled to be reimbursed by the Client for all traveling and lodging expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as the Client may reasonably require.

5.3 Unless otherwise stated in the Contract, payment will be made within thirty (30) days of receipt of an invoice, submitted monthly in arrears, for work completed. Payment shall be into the bank account mentioned in the invoice.

5.4 Value Added Tax, where applicable, shall be shown separately on all invoices.



6. INTELLECTUAL PROPERTY

Process related results such as QMS procedures, templates and process training material including any IP generated by the Consultant in the Project will stay property of the Consultant even if copies of the results are handed over to the Client.

Product related results including any IP generated by the Consultant in the Project will become property of the Client

7. CONFIDENTIALITY

7.1 The Consultant shall keep secret and not disclose and shall procure that his employees keep secret and not disclose any information of a confidential nature obtained by him during the performance of the Project. The foregoing shall not apply to information which (i) is or becomes part of the public domain without fault on the part of the Consultant; (ii) was already known by the Consultant, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by the Consultant from a third party on a non-confidential basis; or (iv) the Consultant is required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.

7.2 The provisions of this Article 7.1 shall apply during the term of the Contract and for a period of five (5) years thereafter.

8. WARRANTIES, LIABILITY AND INDEMNIFICATION

8.1 The Consultant, and any person put forward by the Consultant to perform the Project, shall not be liable if the services provided or the results generated by him in the Project are not absolutely correct, nor does the Consultant, or any person put forward by the Consultant to perform the Project, warrant, either expressed or implied, that the performance by him of the Project will not infringe upon intellectual property rights of any third party.

8.2 The Consultant, nor any person put forward by the Consultant to perform the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by the Client, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of the Consultant or his employees. The Client shall indemnify the Consultant accordingly.

8.3 The Client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Consultant, its employees or third parties, related to the performance by the Consultant of the Project, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of the Client or its employees. The Consultant shall indemnify the Client accordingly.

8.4 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the Consultant's liability shall in aggregate not exceed the price for the Project. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

9. TERM AND TERMINATION

9.1 Any times or dates set forth in the Contract for provision or completion by the Consultant of the services under the Project are estimates. In no event shall the Consultant be liable for any delay in providing these services.

9.2 Either party may terminate the Contract by notice in writing forthwith in the event the other party: (i) is in default with respect to any material term or condition to be undertaken by it and such default continues unremedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party; (ii) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months; or (iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).

10. INDEPENDANCY, TAXES AND SOCIAL SECURITY PAYMENTS

10.1 The Consultant shall perform the Contract as an independent contractor and shall not be the servant or agent of the Client.

10.2 The Consultant represents that he is regarded by both the Dutch tax authorities and the Dutch social security board (*uitvoeringsinstelling*) as self-employed. Accordingly, the Consultant shall hold the Client harmless for any possible claims by these tax authorities and/or this social security board with respect to wage taxes and social security premiums, in the event the



tax authorities and/or the social security board consider the relationship between the Consultant and the Client under the Contract as an employment relationship.

11. NOTICES

Any notice given under or pursuant to the Contract shall be given in writing and shall be given by mail, registered mail or by facsimile transmission to the other party at the addresses mentioned in the Quotation, or to such other address as a party may by notice to the other have substituted therefore. Any such notice shall be deemed to have been received on the second (2nd) business day following the date of its mailing if sent by (registered) mail within The Netherlands, on the seventh (7th) business day following the date of its mailing if sent by (registered) mail outside The Netherlands or on the next business day immediately following the date of transmission if sent by facsimile transmission.

12. OBSERVANCE OF LEGAL REQUIREMENTS

12.1 The Consultant shall carry out his obligations under the Contract in a manner that conforms to relevant legal requirements.

12.2 Without prejudice to the generality of Article 12.1, in carrying out his obligations under the Contract the Consultant shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

13. GOVERNING LAW AND JURISDICTION

13.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in The Netherlands, and the parties consent to the jurisdiction of the courts there.

13.2 The Contract is governed by and interpreted in accordance with the laws of The Netherlands without regard to conflicts of laws principles.

14. FORCE MAJEURE

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control. Upon the occurrence of any such event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance.