

# GENERAL TERMS & CONDITIONS ESPROC ADVISORY & TRAINING

## ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always indicated with a capital letter, are used in the following meaning.

1. ESProc: ESProc Advisory & Training, the user of these general terms and conditions, located at Santorini 12, 2134AR in Hoofddorp (The Netherlands), registered in the Trade Register under Chamber of Commerce number 83587837.
2. Client: any legal entity or natural person acting in the exercise of a profession or business, with whom ESProc has concluded or intends to conclude an Agreement.
3. Parties: ESProc and the Client jointly.
4. Agreement/Order: any agreement between the Parties in the context of which ESProc has committed itself towards the Client to provide Services.
5. Services/Services: the services to which ESProc has committed itself to the Client within the framework of the Agreement, including, but not limited to and in the broadest sense of the word, advice, support and training with regard to purchasing activities of the Client, as well as contract management.
6. Written: communication in writing, communication by e-mail or any other form of communication that can be regarded as similar to the prevailing views in society.

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from ESProc to provide Services and to every Agreement.
2. These general terms and conditions also apply to Agreements for the execution of which third parties are involved by ESProc.
3. The applicability of any general terms and conditions of the Client, under whatever name, is expressly rejected.
4. The provisions of these general terms and conditions can only be deviated from explicitly and In Writing, for example by means of the contract signed by the Parties. If and insofar as what the Parties have expressly agreed in Writing deviates from the provisions of these general terms and conditions, what the Parties have expressly agreed in Writing will apply.
5. Annulment or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such, does not affect the validity of the other provisions. In such a case, the Parties are obliged to enter into mutual consultation in order to make a replacement arrangement with regard to the affected clause. In doing so, the purpose and intent of the original provision will be taken into account as much as possible.

## ARTICLE 3. | REALIZATION OF THE AGREEMENT

1. Each Agreement is concluded at the moment that the Client has signed the Agreement drawn up for that purpose by ESProc within the final term indicated by ESProc. An Agreement drawn up by ESProc can only be accepted unaltered by the Client.
2. If the Client concludes the Agreement in the name of another natural or legal entity, it declares that it is authorized to do so by entering into the Agreement. In addition to this (legal) entity, the Client is jointly and severally liable for the fulfillment of the obligations under that Agreement.

## ARTICLE 4. | THIRD PARTIES

1. ESProc is at all times entitled to involve third parties in the execution of the Agreement. The applicability of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
2. Except insofar as the law precludes this, in view of the circumstances of the case, ESProc is not liable for errors or shortcomings of any third parties that it involves in the execution of the Agreement. ESProc is in any case never liable for errors or shortcomings of third parties who perform services other than in the conduct of ESProc's business.
3. Under no circumstances does ESProc accept any liability for damage arising as a result of errors or shortcomings of third parties with whom the Client has concluded an agreement, even if this was done on the recommendation or advice of ESProc.
4. These general terms and conditions have also been stipulated for the benefit of any third parties that ESProc involves in the execution of the Agreement. Therefore, insofar as the right to fulfillment of the relevant stipulations by their nature or purport cannot be exclusively reserved for ESProc, these third parties can invoke the provisions of these general terms and conditions against the Client as if they, instead of ESProc, were itself a party to the Agreement.
5. It is possible that any third parties that ESProc involves in the execution of the Agreement, want to limit their liability in this regard. ESProc assumes, and if necessary, hereby stipulates, that the Agreement concluded with it includes the authority to accept such a limitation of liability also on behalf of the Client.

## ARTICLE 5. | OBLIGATIONS OF THE CLIENT

1. The Client guarantees that it will provide ESProc with all information (including any documentation) that is reasonably relevant for the set-up and execution of the Agreement, as soon as possible as required for that set-up or manner prescribed by ESProc. The Client guarantees the correctness of all information made available to ESProc. ESProc is never liable for damage caused because in the execution of the Agreement it has based itself on incorrect or incomplete information provided by or on behalf of the Client.
2. The Client must always provide ESProc with all the cooperation required for the execution of the Agreement, including granting ESProc the powers and authorizations required for the Service, including any necessary access to IT systems, networks, software and physical spaces by means of access keys or cards.
3. If work is carried out at the Client's location or at another location designated by the Client, ESProc must be able to make free use of all items and facilities present there and reasonably desired by ESProc.
4. If employees of or managers within the organization of the Client, or third parties engaged by the Client are involved in the execution of the Agreement, the Client guarantees that these persons are available to ESProc in a timely manner and that they provide full cooperation. In order to enable proper execution of the Agreement by ESProc. If and insofar as this is necessary in the opinion of ESProc, the Client will in particular ensure that a contact person on behalf of the Client is available for urgent matters, both during and outside office hours.

## ARTICLE 6. | DURATION AND (EARLY) TERMINATION OF THE AGREEMENT

1. The Agreement ends upon expiry of the term for which the Agreement was entered into. In the event of delaying circumstances that cannot be attributed to ESProc and as a result of which fulfillment of the agreed Services cannot be concluded before the agreed end date, ESProc will notify the Client in good time and unless the Client has indicated in Writing within seven days of receipt of the said notification that it does not wish to accept the tacit extension, the Agreement will be tacitly renewed, for a maximum period of three months.
2. If the Client still wishes to cancel the Agreement after it has been signed, the following cancellation conditions apply. In case of cancellation:
  - up to the 14th day (exclusively) before the (first) day of performance of the Services, cancellation is free of charge;
  - between the 14th (inclusive) and 7th day (exclusive) before the (first) day of performance of the Services, the Client owes 50% of the agreed total price;
  - from the 7th day (inclusive) before the (first) day of performance of the Services, the Client owes the full agreed total price.
3. In the event that the total price would be determined on the basis of subsequent calculation, such as in the case of an hourly rate, the expected total price will be taken as the starting point for the application of the cancellation costs as referred to in the previous paragraph.

## ARTICLE 7. | TERMS

1. ESProc will make every effort to meet the implementation and delivery terms to which it has committed itself towards the Client, however, unless expressly agreed otherwise in Writing, these terms are only indicative, non-fatal terms. ESProc's default does not take effect until after the Client has given ESProc written notice of default, in which notice a reasonable term for compliance is stated, and ESProc is still in default after the expiry of the latter term.
2. Default of ESProc entitles the Client to dissolve that part of the Agreement to which the default relates, but never the right to additional compensation.

## ARTICLE 8. | COMPLAINTS

1. Any complaints about the Service must be made known to ESProc verbally by the Client immediately after discovery, or at least the reasonable discovery of the shortcoming that it assumes, and subsequently confirmed to ESProc in Writing within two working days.
2. Any complaints about the invoice amounts must be submitted in Writing to ESProc within seven days of the invoice date.
3. If the Client does not complain in time, no obligation whatsoever arises for ESProc from such a complaint.
4. Even if the Client complains in time, his obligation to pay on time and to further fulfill the Agreement will continue to exist.

## ARTICLE 9. | FORCE MAJEURE

1. ESProc is not obliged to fulfill any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance that cannot be attributed to by virtue of the law, a legal act or generally accepted standards (force majeure). Force majeure, in addition to what is understood in the law and jurisprudence, also includes illness and other personal circumstances concerning the actual contractor, as well as government measures and transport restrictions.
2. If the force majeure situation makes the fulfillment of the Agreement permanently impossible or if it continues or will continue for longer than three months, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If ESProc has already partially fulfilled its obligations at the commencement of the force majeure situation, or can only partially fulfill its obligations, it is entitled to separately invoice the part already performed or the part that is still executable, respectively, as if there were of an independent Agreement.
4. Without prejudice to the application of the previous paragraph, damage as a result of force majeure is never eligible for compensation.

## ARTICLE 10. | SUSPENSION AND DISSOLUTION

1. If the circumstances of the situation reasonably justify this, ESProc is authorized to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part with immediate effect, if and insofar as the Client does not, or does not fulfill its obligations under the Agreement timely or incompletely, or circumstances that have come to ESProc's knowledge after the conclusion of the Agreement give good reason to fear that the Client will not fulfill its obligations. If the fulfillment of the obligations of the Client in respect of which it falls short or threatens to fall short, is not permanently impossible, the right to dissolve will only arise after the Client has been given notice of default In Writing, in which notice a reasonable term is stated within which the Client can (still) fulfill its obligations and the fulfillment has still not occurred after expiry of the latter term.
2. If the Client is in a state of bankruptcy, has applied for a (provisional) suspension of payments and/or any foreclosure has been made on its goods or in cases in which the Client cannot otherwise freely dispose of its assets, ESProc is entitled to terminate the Agreement with immediate effect.
3. The Client shall never claim any form of compensation in connection with the suspension or termination right exercised by ESProc.
4. The Client is obliged to compensate the damage that ESProc suffers as a result of the suspension or dissolution of the Agreement.
5. If ESProc dissolves the Agreement, any outstanding claims against the Client are immediately due and payable.

## ARTICLE 11. | PRICES, COSTS AND PAYMENTS

1. The contract signed by the Parties shall state as accurately as possible the price factors and whether any additional costs will be passed on to the Client, which may include, without limitation, an hourly rate, fixed price, a maximum price that cannot be exceeded, travel - and accommodation costs and costs of services to be obtained from third parties, such as the rental of necessary facilities and catering. Any parking costs that are necessarily incurred in connection with the Services can be passed on to the Client without mention in the contract. If it is stated in the contract that certain costs will be passed on to the Client, the costs actually incurred will be passed on to the Client on the basis of subsequent calculation, on the understanding that the travel costs for transport by road amount to 0.37 euros per kilometer driven.
2. Unless expressly stated otherwise in Writing, the amounts stated by ESProc and owed to it by the Client are exclusive of VAT.
3. Payments must be made by bank transfer, within 14 days of the invoice date.
4. ESProc is entitled to make the invoices to the Client available to him exclusively by e-mail.
5. If the Client is in a state of bankruptcy, has applied for a (provisional) moratorium, any foreclosure has been made on its goods or in cases in which the Client cannot otherwise freely dispose of its assets, the claims that ESProc against the Client are claimed, take immediate effect.
6. The Client must pay without any appeal to suspension or set-off.
7. If timely payment is not made, the Client will be in default by operation of law. From the day the default of the Client occurs, the Client owes an interest of 2% per month on the outstanding amount, whereby part of a month is regarded as a full month.
8. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain amounts owed by the Client, are for the account of the Client.

## ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1. ESProc provides the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Insofar as the nature and/or purport of the Services do not necessarily preclude this, ESProc undertakes, however, only to a best-efforts obligation without being able to guarantee the realization of the results desired by the Client. There is in any case a best-efforts obligation in the case of Services where the results partly depend on external factors on which ESProc has no or no predominant influence.
2. ESProc is not liable for damage arising as a result of incorrect or incomplete information provided by the Client, any other shortcoming in the fulfillment of the Client's obligations arising from the law or the Agreement, nor for damage arising as a result of another circumstance that cannot be attributed to ESProc.
3. ESProc is never liable for indirect damage, including loss suffered, lost profit and damage as a result of business interruption. Without prejudice to the provisions of the rest of these general terms and conditions and in particular the provisions of paragraph 5, ESProc can only be held liable towards the Client for direct damage suffered by the Client as a result of an attributable failure on the part of ESProc in the performance of the Services. An attributable shortcoming is understood to mean a shortcoming that a good and careful colleague can and should avoid, all this with due observance of normal vigilance and the professional knowledge and resources required for the performance of the Services. Direct damage is exclusively understood to mean:
  - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage that qualifies for compensation within the meaning of these general terms and conditions.
  - any reasonable costs incurred to have the defective performance of ESProc comply with the Agreement, insofar as these can be attributed to ESProc;
  - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of the direct damage within the meaning of these general terms and conditions.
4. Should ESProc be liable for any damage despite the provisions of these general terms and conditions, at all times ESProc has the right to repair this damage. The Client must give ESProc the opportunity to do so, failing which any liability of ESProc in this regard will lapse.
5. ESProc's liability is limited to a maximum of still properly performing the Services to which ESProc's liability relates. If such repair is not possible, ESProc's liability is limited to a maximum of the amounts invoiced and paid to the Client in the context of the Agreement, at least of that part to which ESProc's liability relates and on the understanding that the liability of ESProc will never amount to more than the amount that is actually paid out in the relevant case under ESProc's liability insurance policy, increased by any deductible of ESProc that applies under that insurance.
6. The limitation period for all legal claims against ESProc is 12 months after the claim has arisen, on the understanding that any right to compensation is considered to have been processed if 18 months have elapsed since the termination of the Agreement and the Client has not filed the relevant claim within the aforementioned period deadline In Writing to ESProc.
5. The Client indemnifies ESProc against any claims from third parties who suffer damage in connection with the execution of the Agreement and the cause of which is attributable to others than ESProc. If ESProc should be addressed by third parties for this reason, the Client is obliged to assist ESProc both in and out of court and to immediately do everything that can reasonably be expected of him in that case. Should the Client fail to take adequate measures, ESProc is entitled to do so itself without notice of default. All costs and damage on the part of ESProc and third parties arising as a result will be entirely at the expense and risk of the Client.

## ARTICLE 13. | CONFIDENTIALITY

1. ESProc will carefully keep and keep secret all confidential information regarding the Assignment and the organization of the Client, insofar as an authority to the contrary does not necessarily arise from the nature or purport of the Agreement. Information is considered confidential if this has been communicated to ESProc or if it arises from the nature of the information.
2. ESProc will only use confidential information received for the purpose for which it was provided. After completion of the Assignment, ESProc will remove, destroy or return the confidential information to the Client, at the discretion of ESProc and depending on the form in which that information has been made available to ESProc.
3. ESProc also imposes the obligations referred to in the previous two paragraphs on any third parties engaged by it for the performance of the Services.
4. The confidentiality obligations in this article do not apply if and insofar as there is an obligation under the law or a court decision to provide confidential information to third parties. In that case, the Client will never be entitled to dissolve the Agreement or to compensation for any damage that may arise as a result.
5. ESProc is entitled to use information relating to the executed Assignment for its own marketing purposes, for example as a publication on its website. However, this will not take place until after the Client's prior consent, whereby the Client will not withhold its approval on unreasonable grounds.

## ARTICLE 14. | INTELLECTUAL PROPERTY

1. Unless expressly agreed otherwise In Writing, ESProc reserves the copyright and all other intellectual property rights in the content of the reports, models, handouts, scorecards, publications and teaching and training materials produced by ESProc, on the working methods and methods used by him, as well as on the other information, in whatever form, provided by him that is subject to the intellectual property right of ESProc by operation of law.
2. The Client shall not reproduce, (have others) copy, or have made known to third parties the goods referred to in paragraph 1, except for normal use in connection with the purpose for which these goods have been made available to the Client in the framework of the Agreement.
3. An infringement of the provisions of this article obliges the Client in any case to compensate the damage that ESProc suffers as a result. Furthermore, ESProc is entitled to demand immediate reversal of the infringement insofar as this is still reasonably possible.

## ARTICLE 15. | FINAL PROVISIONS

1. Dutch law applies exclusively to each Agreement and all legal relationships arising from it between the Parties.
2. The parties will not appeal to the court until they have made the best possible effort to settle the dispute in mutual consultation.
3. Only the competent Dutch court within the district where ESProc is established is designated to hear any legal disputes between the Parties.
4. If these general terms and conditions are available in several languages, the Dutch version thereof is always decisive for the explanation of the stipulations contained therein.