

# GENERAL TERMS & CONDITIONS

## Article 1: Definition and Applicability

1. "Alonzi" is understood to mean Alonzi a sole proprietorship registered with the Dutch Chamber of Commerce under number: 32437064.
2. "Client" is understood to mean the natural person or legal entity on whose assignment and on whose account Alonzi provides services.
3. "Alonzi" and the "Client" are collectively referred to as "Parties" or individually the "Party"
4. "Terms & Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these General Terms & Conditions and the Statement of Work, including any amendments to that documentation from time to time; and
5. "Agreement" the Agreement between Alonzi and Client in the matter of the provision of services and/or the performance of activities.
6. The "Services": The provision of specialist professional consulting services to the Client.
7. "Deliverables" means services that Alonzi has agreed to deliver to the Client under these Terms & Conditions

## Article 2: General

1. The Agreement shall consist of the Terms & Conditions together with the confirmation of assignment by Alonzi and the Client
2. These Terms & Conditions shall be applicable to any and all offers, quotations, and the Agreement between Alonzi and the Client, unless the parties explicitly and in writing agree to deviate from these Terms & Conditions.
3. The Terms & Conditions are valid both within and outside The Netherlands irrespective of the residence or location of establishment of the parties involved in any agreement, irrespective of the place where the agreement was reached, or could have been executed.
4. The applicability of any purchasing terms and conditions and/or any other terms and conditions of Client is expressly denied.

## Article 3: Quotations and Offers

1. All quotations and offers by the Alonzi shall be without obligation unless the offer or quotation states an acceptance term is stated, no right can be derived from the quotation or offer in any manner whatsoever.
2. Quotations by the Alonzi shall be based on the information supplied by the Client. The Client warrants that he/she has timely and truthfully supplied Alonzi all information that is essential for planning, execution and completion of the assignment.
3. Alonzi cannot be held to a quotation or offer if the Client may reasonably understand that (a part of) the quotation and offer contains an obvious mistake or error in writing
4. A composite quotation and offer shall not obligate Alonzi to carry out a part of the quotation and offer against a corresponding part of the stated price.
5. Offers and quotations shall not automatically apply to future orders.

## Article 4: Agreement

1. The Agreement shall come into effect as per the day of signing or written confirmation by The Client and Alonzi.
2. The Agreement shall be entered for an indefinite period, unless the content, nature or purpose of the Agreement determines that it has been entered into for a fixed period.

## Article 5: Execution of the Agreement

1. Alonzi will exercise its best endeavours to ensure that the Services are undertaken to the best of its ability in a professional, efficient and independent manner, working diligently, in good faith and in

the best commercial interest of the Client, which is not a guarantee concerning the results of the assignment, unless explicitly determined otherwise.

2. Alonzi shall have the right, insofar as this is required for a proper execution of the Agreement, to have the Agreement partly carried out by third parties. Alonzi shall only proceed thereto after consultations with and approval of the Client.
3. Alonzi shall be entitled the carry out the Agreement in various parts and to separately invoice the thus executed part.

## Article 6: Cooperation Client

1. The Client shall appoint someone within its organisation as main point of contact for Alonzi.
2. The Client must promptly, following receipt of a written request from Alonzi to do so, provide written feedback to Alonzi concerning Alonzi's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.
3. The Client shall at all times, thereto requested and at his/her own initiative, supply to Alonzi all relevant information that is required for a correct and efficient performance of the assignment granted to him/her.
4. The Client shall timely make staff from his/her own organisation available, unless the nature of the assignment determines otherwise. The Client shall ensure that his /her staff has the proper skills and experience to carry out the activities.
5. If and insofar as Alonzi requests thereto, the Client shall supply Alonzi at his/her premises and free of charge a private workspace with telephone and internet connection, unless the nature of the assignment determines otherwise.
6. If the Client has not met his/her obligations in any manner, Alonzi shall have the right to suspend the execution of the Agreement, or terminate the Agreement.
7. If there are cost to Alonzi ensuing from the fact that the Client has not, not timely or not properly made staff, requested data, documents and facilities available, such costs shall be to the account of the Client.

## Article 7: Prices

1. All prices shall be in Euro exclusive of VAT and other government levies as well as any other costs that may be incurred within the framework of the Agreement such as travel and other expenses and costs including but not limited to invoices by engaged third parties. Aforementioned costs shall be to the account of the Client.

## Article 8: Terms of payment

1. Unless expressly agreed in writing to the contrary, the payment term of the invoice sent by the Alonzi must be made in euro, within 21 (twenty-one) days of the date on the invoice, without deduction and without any form of compensation.
2. If the Client fails to timely pay an invoice, he/she shall legally be in default and the legal (commercial) interest is due by the Client. In such a case, the Client shall pay interest on each month or any part thereof, whereby any part of a month is considered an entire month. The interest on the amount due shall be calculated from the time that the Client is in default until the time of payment of the entire amount that is due.
3. As from the time that the Client is in default, the Client shall also be held to reimburse all (extra) judicial costs and enforcement costs to be made relating to the collection of the amounts invoiced.

#### Article 9: Alteration of the assignment

1. Changes in the Agreement by the Client that could not have been foreseen by Alonzi and that entail additional work, shall be charged by Alonzi to the Client pursuant the rate agreed in the Agreement. Additional work shall furthermore be the rescheduling of planned activities by Alonzi if this is required as a result of supplying incorrect or incomplete data by the Client. Alonzi shall have the right to invoice the costs for additional work to the Client on the basis of actual costs.
2. The Client shall timely inform Alonzi in writing of any desired changes in the execution of the Agreement after granting the assignment. Any amendment of and/or addition to the Agreement shall only be valid if accepted by both Alonzi and the Client (preferably in writing).

#### Article 10: Complaints and investigations

1. If the Client does not lodge a written complaint with Alonzi within 8 (eight) days after he/she has discovered or should have discovered a fault in the performance of Alonzi, the Client shall no longer be able to claim this fault.
2. The Client shall not have the right to suspend his/her (payment) obligations if the Client believes he/she has a right of complaint.
3. The Client must enable Alonzi to investigate a complaint or to have it investigated.
4. In the event of founded and timely complaints, Alonzi shall to her sole discretion, either repair the fault, or pay the Client an alternative compensation, or credit a proportional part of the invoice.
5. If it is established that a complaint is unfounded, the costs relating thereto incurred by Alonzi shall fully be to the account of the Client.

#### Article 11: Termination and/or suspension

1. Both parties may terminate the Agreement at all times in writing with due observance of a term of notice of 30 (thirty) days unless the parties have agreed otherwise.
2. In the event that one of the parties becomes bankrupt, requests suspension of payment or ceases its activities, the other party shall have the right to terminate the Agreement without any requirement to observe a term of notice.
3. Alonzi shall furthermore be authorized to terminate the Agreement if such circumstances occur that execution of the Agreement is impossible or cannot reasonably be required of Alonzi.
4. If Alonzi proceeds to suspension or termination, Alonzi shall in no manner whatsoever be held to compensation for any ensuing damages and or costs.
5. In the event of termination of the Agreement, the receivables of Alonzi from the Client shall become immediately payable.

#### Article 12: Force Majeure

1. "Force Majeure " refers to any event, including, but not limited to, wars or natural disasters, that is unforeseeable, the occurrence and effect of which is unavoidable and insurmountable.
2. Should a Party, due to the occurrence of Force Majeure, fail to perform this Agreement in full or in part, such Party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder, except where applicable law provides otherwise.
3. Should a Party fail to perform on time its duties under this Agreement and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.
4. Should a Party be unable to perform this Agreement as a result of Force Majeure, it shall inform the other Party, as soon and as

quickly as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for the non-performance, so as to minimize any losses incurred by the other Party as a consequence thereof. Furthermore, within a reasonable period of time after the notification of Force Majeure has been provided, the Party encountering Force Majeure shall provide a legal certificate issued by a public notary (or other appropriate organization) of the place wherein the Force Majeure occurred, in witness of the same.

#### Article 13: Status of Alonzi

1. Alonzi is not an employee of the Client, but an independent contractor.
2. The termination of the Agreement will not constitute unfair dismissal; nor will Alonzi be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

#### Article 14: Liability

1. Nothing in these Terms & Conditions will: limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.
2. The limitations and exclusions of liability set out in this Article 14 and elsewhere in these Terms & Conditions are subject to Article 14.1 above; and govern all liabilities arising under these Terms & Conditions or relating to the subject matter of these Terms & Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions
3. Neither Party shall in any circumstances be liable to the other whether in contract, tort (including negligence) or otherwise for any loss of profit, loss of contracts, loss of benefit, loss of production, loss of availability, loss of data, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by the other Party, any consequential, indirect or special loss or damage howsoever arising and of whatsoever nature or any punitive or exemplary damages
4. Alonzi shall not be liable for any defect, wastage or other loss whatsoever in, of or arising from equipment, hardware or software or other items or made available to Alonzi by the Client ("Client Materials") which shall be held, worked on and used at the Client's risk
5. Alonzi shall not be responsible for any loss, damage, cost or expense arising from, or from any defect, mistake or inaccuracy in any Client Materials or information specified or supplied by the Client; any loss, damage, cost or expense arising there from shall be for the sole account of the Client.
6. Nothing in this Article 14 shall affect or limit the Client's obligation to pay sums properly due under the Agreement.
7. Any claims of the Client to Alonzi shall lapse after a period of 1 (one) year after completing the assignment, or within 8 (eight) days after the Client has discovered or should have discovered the damage.
8. In respect of any liability other than those falling within clause 14.1 above and subject to clause 14.5, each Party's total liability arising out of or in connection with the Agreement shall not exceed in aggregate 100% of the total fees payable by the Client under this Agreement, and set to an absolute maximum of 20.000 euro (twenty thousand euro).

#### **Article 15: Confidentiality**

1. The Client and Alonzi shall be held to secrecy of all confidential information that they have acquired from each other within the framework of the Agreement or from any other source. Information shall be considered as confidential when this has been indicated as such by the other party or when this ensues from the nature of the information.
2. If Alonzi, on the grounds of legal condition or a court order, is held to supply confidential information to a third party appointed thereto by law or the competent court, Alonzi shall not be held to any compensation or redress for damages and the Client shall not have the right to annul the assignment on the grounds of any resulting damages.
3. The Client and Alonzi shall impose their obligations on the grounds of this article to any other third parties to be commissioned by them.

#### **Article 16: Intellectual property**

1. All models, works and/or inventions developed by Alonzi on behalf of the Client are and shall remain the property of Alonzi. This shall include all intellectual property rights including but not limited thereto any copyrights, model rights and or patent rights.
2. All documents, such as reports, computer programmes, system designs, methods, advice and contracts issued by Alonzi on behalf of the Client, may be used by Client and may be multiplied by Client for his own use within the own organisation. The documents supplied by Alonzi may not be made public, multiplied and/or exploited or made known to any third parties by Client unless the nature of the supplied documents determines otherwise.

#### **Article 17: Indemnification of third parties**

3. The Client indemnifies Alonzi against any possible claims by third parties that incur losses in relation to the execution of the Agreement and the cause of which cannot be attributed to Alonzi.
4. The Client shall be held to support Alonzi in and out of court in the event that Alonzi is addressed on the grounds of the first paragraph of this article and to immediately take all actions that may be expected from him/her in such a case. When the Client is in default with respect to taking adequate measures, Alonzi, without any requirement for a notice of default, shall be entitled to proceed thereto himself. All costs and damages on the side of Alonzi and third parties resulting thereof, shall fully be to the account and risk of the Client.

#### **Article 18: Applicable law**

1. All Agreements between Alonzi and the Client shall exclusively be governed by the law of the Netherlands.
2. Without prejudice to the right of Alonzi to submit a dispute to the competent court by law, disputes between the parties shall in first instance be submitted to the competent court in the place of business of Alonzi, unless prescribed as mandatory according to the law.