

Terms and conditions business services free-lance

Article 1 General

These terms and conditions apply to every offer, tender and agreement between **Kramer Business Support**, herein referred to as: "the contractor", and a client on which the supplier has declared the present terms and conditions applicable, insofar as parties have not explicitly writing conditions.

The present terms and conditions shall also apply to acts by the contractor in the context of a command to third parties.

These general conditions are also written for the employees of the contractor and his Executive Board.

The applicability of purchase or other conditions of client is explicitly rejected.

If one or more provisions in these terms and conditions at any time in whole or in part should be null and void or declared, the other in these terms and conditions apply in full. The contractor and the client will then discuss new stipulations replacing the null and void or to agree upon, in which as much as possible the purpose and intent of the original provisions.

If uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, the explanation will be "to the spirit" of these provisions.

If a situation arises between the parties that is not regulated in these general conditions, this situation should be assessed "to the spirit" of these terms and conditions.

If the contractor is not always as strict adherence to these conditions as requires, this does not mean that its provisions do not apply, or that the contractor to any degree would lose the right to strict compliance with the provisions of these terms and conditions in other cases.

Article 2 Quotes, offers

All quotations and offers of the contractor are without obligation, unless in the period for acceptance. If no acceptance term is present, the offer expires after 30 days.

The contractor cannot be held to his quotes or offers if the client can reasonably understand that the quotations or offers, or any part thereof, contains an obvious mistake or error.

The in a quotation or offer given prices are exclusive of VAT and/or other Government levies, expenses to be possibly made within the scope of the agreement, including travel and subsistence, shipping and handling, unless otherwise indicated.

If the acceptance (whether or not on secondary items) diverges from the original offer the contractor is not bound by it. The agreement is not in accordance with deviating acceptance, unless the supplier indicates otherwise.

By a composite quotation the contractor is not required to execute part of the assignment according a corresponding part of the given price. Offers and tenders shall not apply automatically to future orders.

Article 3 Contract duration, execution times, transfer of risk, implementation and modification of the agreement, price increase

1. The agreement between the contractor and the client is entered for a certain period of time, unless the nature of the agreement dictates otherwise or if parties agree otherwise expressly and in writing agreement.

2. As for the implementation of certain activities or for the supply of certain things, a term is agreed or specified, then this is never a deadline. If a time limit is exceeded, the client must therefore give the contractor a written notice of default. Contractor has a reasonable term to still be allowed to implement the agreement.

3. The contractor shall in accordance with the agreement and to the best knowledge and ability execute the required activities.

4. The contractor has the right to have certain work done by third parties.

The applicability of article 7:404, 7:407 paragraph 2 and 7:409 Dutch Civil Code is expressly excluded.

5. If the contractor or third parties engaged by the company in the context of the assignment is carried out at the location of the principal or a location designated by the client, the client cares free of charge for the facilities desired by those employees within reason.

6. The contractor shall be entitled to carry out the agreement in stages and thus accordingly execute part of the billing.

7. If the agreement is carried out in phases the execution of the parts belonging to a following stage can be suspended until the client has approved the results of the preceding stage in writing.

8. The client shall ensure that all data, which the contractor has said to be necessary or which the client reasonably understand to be necessary for the performance of the contract, will be provided in a timely manner.

If the data required for the implementation of the agreement are not provided in a timely manner to the contractor, the contractor has the right to suspend the execution of the agreement, and/or to charge the client for additional costs resulting from the delay according to the then usual rates.

The implementation period shall begin not earlier than after the client has provided the data to the contractor. The contractor shall not be liable for damage of whatever nature caused by the fact that the contractor is provided with incorrect and/or incomplete data by the client.

9. If during the execution of the agreement shows that for the proper implementation amend or supplement is necessary, the Parties shall timely and by mutual agreement adjust the agreement. If the nature, scope or content of the agreement, whether or not at the request or appointment of the principal, of the competent authorities et cetera, is changed and the agreement thereby qualitatively and/or quantitatively has been changed, then this can have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. If the latter, the contractor will give as much as possible an advanced quote. An amendment to the agreement may also change the originally specified term of implementation. The client accepts the possibility of amending the agreement, including the change in price and time of execution.

10. If the agreement has been changed, including an addition, the contractor shall be first entitled to implement after approval has been given by the competent person within the contractor and the client has agreed to the specified price and other conditions for the implementation, including the time determined in the case that it will be implemented.

Not or not immediately carrying out the modified contract does not provide any default of the contractor and gives the client no ground to terminate or cancel the contract.

11. By no means to come in default, the contractor can refuse a requested change of the agreement, if this qualitatively and/or quantitatively might have consequence for the work to be carried out or to be delivered.

12. If the client is in default of the proper performance of which he is held against the contractor, the client is liable for all damages to the side of the contractor thereby directly or indirectly created.

13. If the contractor and the client agreed a fixed fee or fixed price match, the contractor nevertheless at all times is entitled to increase this fee or this price. In this case, the client is not entitled to dissolve the agreement for that reason, if the increase of the price is the result of a privilege or obligation under the law or regulation or has been caused by a rise in the price of raw materials, wages etc. or on other grounds which could not reasonably foreseeable when entering into the agreement.

14. If the price increase, other than as a result of an amendment to the agreement,

exceed 10% and takes place within three months after the conclusion of the agreement, the client can appeal to title 5 section 3 of book 6 of the DUTCH CIVIL CODE to dissolve the agreement by a written declaration, unless the contractor in that case is still willing to execute the agreement based on the originally agreed amount;

15. if the price increase is the result of a privilege or obligation of the contractor under the law;

16. if stipulated that the episode is longer than three months after the conclusion of the agreement will take place;

17. or, in the case of delivery of a product, if it is stipulated that the episode more than three months after the sale will take place.

Article 4 Interim suspension, dissolution and termination of the agreement

1. Contractor is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if the Client does not fully or timely comply with the obligations under the agreement, after the conclusion of the contract the contractor becomes aware of circumstances giving good ground to fear that the client will not fulfil its obligations, if the client at the conclusion of the agreement was requested to provide security for the fulfilment of his obligations under the agreement and this security fails or is insufficient, or if the delay on the part of the principal may no longer be required of the contractor that he will fulfil the agreement under the terms originally agreed.

2. Furthermore, the contractor is entitled to terminate the agreement if circumstances arise of such nature that fulfilment of the contract is impossible, or if there are any other circumstances which are of such nature that the unaltered maintenance of the agreement cannot reasonably be required of the contractor .

3. If the agreement is dissolved, the claims of the contractor to the client are immediately due and payable. If the contractor suspends fulfilment of the obligations, he retains his rights under the law and agreement.

4. If the contractor proceeds to suspension or dissolution, he is in no way liable for damages and costs in any way incurred on it..

5. If the dissolution of the customer is accountable, the contractor is entitled to compensation for damages, including costs, thereby directly and indirectly.

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7. If the agreement is terminated by the contractor, the contractor shall, in consultation with the client, arrange for transfer of additional work to third parties, unless the termination is accountable to the client. If with the transfer of work extra costs will be incurred to the contractor, they will be charged to the client. The client shall pay such costs within the period mentioned, unless the contractor indicates otherwise.

8. In the event of liquidation, (application) for suspension of payments or bankruptcy of attachment - if and where the herd is not lifted within three months - against the client or other circumstances that the client longer freely disposes of his capital, the contractor is free to terminate the contract with immediate effect or to cancel the order agreement, without any obligation to pay any damages or compensation. The claims of the contractor against the client are immediately due and payable.

9. If the client fully or partially cancels an order placed, then the work performed and the appropriate ordered or ready-made things, increases the potential to drain and delivery costs and the reserved time for the execution of the agreement, the client will be integrally charged.

Article 5 Force majeure

1. The contractor is not obliged to fulfil any obligation to the client if he is prevented from doing so as a result of a circumstance that is not due to debt, and by virtue of law, a legal act or generally accepted on his behalf.

2. Force majeure shall be understood in these terms and conditions, in addition to the law and jurisprudence, as all external causes, foreseen or not, on which the contractor cannot have any influence but by which the contractor is unable to fulfil its obligations. Strikes in the company of the contractor or third parties are included. The contractor shall also be entitled to invoke force majeure if the circumstance which prevents (further) fulfilment of the arrangement (s) impossible, commences after the contractor should have fulfilled its commitment.

3. The client may, during the period that the force majeure continues, suspend the obligations resulting from the agreement. If this period lasts longer than three months, then either of the Parties shall be entitled to dissolve the agreement without any obligation to compensate for damage to the other party.

4. As far as the client at the moment the circumstance of force majeure has already partially fulfilled his obligations resulting from the agreement or will be able to fulfil them, and insofar separate value can be attributed to be fulfilled respectively, the contractor is entitled to it already, or still to be fulfilled respectively to invoice separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must always be made within 30 days of the invoice date, on a by the contractor in the currency invoiced, unless otherwise indicated by the client. The contractor is entitled to periodically bill.

2. If the client defaults in the timely payment of a Bill, then the client is in default by operation of law. The client is then due the statutory interest. The interest on the due

amount will be calculated from the time that the client is in default until the moment of payment of the full amount due.

3. The contractor is entitled to the payments made by the client to stretch in the first of all reducing the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. The contractor may, without thereby in default, refuse an offer for payment, if the client designates a different order for the allocation of the payment. The contractor can refuse full payment of the principal amount, if not also the open cases and ongoing interest and collection costs are paid.

4. The client shall not be entitled to set off the amount due by him to the contractor. Contestation of the amount of an invoice will not suspend the fulfilment of the payment obligation. The client who is not entitled to claim section 6.5.3 (articles 231 to 247 book 6 of the DUTCH CIVIL CODE) is not entitled to suspend the payment of an invoice for any other reason.

5. If the client is in default or is in default in the performance of its obligations (timely), then all reasonable costs incurred to extrajudicial costs and debts paid shall be borne by the client. The extrajudicial costs are calculated on the basis of what is usual in the Dutch collection practice, at present the calculation method according to report For work II. However, if higher costs for collection have been made by the contractor and these were reasonably necessary, the actual costs are incurred to be recoverable. The judicial and execution costs will also be charged to the client. The client is also due to pay the interest on the collection costs.

Article 7 Liability

1. If the contractor should be liable, then this liability is limited to what is regulated in this provision.

2. The contractor is not liable for damage of whatever nature caused by the contractor on behalf of the client on the basis of incorrect and/or incomplete data.

3. If the contractor should be liable for any damage, then the contractor's liability is limited to a maximum of once the invoice value of the order, at least to that portion of the order to which the liability relates.

4. The liability of the contractor is in any case always limited to the amount of the benefit of his insurance provider where appropriate.

5. The contractor is only liable for direct damage.

6. Direct damage shall be understood to be exclusively the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the meaning of these terms, any reasonable costs made to the contractor's faulty performance answer to the agreement, where this can be attributed to the contractor and reasonable costs incurred to prevent or limit the damage, to the extent that the client demonstrates that these costs have led to the limitation of direct damage as meant in these terms and conditions. The contractor shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

7. The included limitations of liability mentioned in this article do not apply if the damage is due to wilful misconduct or gross negligence of the contractor or his senior subordinates.

Article 8 Protection

The client indemnifies the contractor against any claims of caused injury by third parties in connection with the performance of the contract and the cause of which is attributable to other than the contractor. If the contractor accordingly by third parties should be called, then the client shall be required to assist the contractor, both outside and in straight and without delay to do everything that can be expected of him in that case. If the client is in default in taking appropriate measures, then the contractor, without notice, entitles themselves doing so. All costs and damages on the part of the contractor and third parties thereby will be encountered integral for the account and risk of the client.

Article 9 Intellectual property

The contractor reserves the rights and powers for which it is entitled under the copyright law and other intellectual property laws and regulations. The contractor has the right by the performance of a contract to use the increased knowledge also for other purposes, in so far as no strictly confidential information of the client will be given to third parties.

Article 10 Applicable law and disputes

1. All legal relationships in which the contractor is party, only Dutch law applies, whether or not an undertaking in whole or in part in a foreign country or if the implementation at the legal relationship of the parties involved there is domiciled. The applicability of the Vienna Sales Convention is excluded.
2. The courts in the place of establishment of the contractor have exclusive jurisdiction to hear disputes, unless otherwise required by law. Nevertheless the contractor has the right to submit the dispute to the competent court according to the law.
3. The parties will first do a job on the court after they have made efforts to do its utmost to settle a dispute in mutual consultations.

Article 11 Publication and change general conditions

1. These conditions are registered at the Chamber of Commerce Amsterdam.
2. These terms and conditions are published on www.kramer-business-support.com.
3. The most recently filed version shall always apply, or, as the version valid at the time of the stench of the legal relationship with the contractor.
4. The Dutch text of the general terms and conditions prevails at all time for the explanation thereof.