

General Terms and Conditions for services to be provided by EversPartners B.V. in Beverwijk. These General Terms and Conditions were filed with the Chamber of Commerce in Amsterdam on 28 November 2016.

1. General

- 1.1 Except where agreed otherwise in writing, these general terms and conditions (hereinafter referred to as "GTC-EversPartners B.V.") will form an integral part of and apply to all relationships and legal relationships between EversPartners B.V. and any third party (hereinafter referred to as "the Client") that ensue from any quotation issued by EversPartners B.V. and also to any contract for professional services that is concluded with EversPartners B.V. as the contractor, all of the aforementioned to the exclusion of the general terms and conditions of the Client.
- 1.2 *De Nieuwe Regeling 2011, Rechtsverhouding opdrachtgever-architect, ingenieur and adviseur* ('the new rules 2011, the legal relationship between the client-architect, engineer and consultant'; hereinafter referred to as "DNR 2011"), as it reads three full calendar months before the quotation is sent or the contract for professional services is concluded, will apply in the situations referred to in Article 1.1 of the GTC-EversPartners B.V.
- 1.3 In the event of any conflict between the provisions of the GTC-EversPartners B.V. and DNR 2011, the provisions of the GTC-EversPartners B.V. will apply. The GTC-EversPartners B.V. are available from www.everspartners.nl
- 1.4 and will be sent to the Client by EversPartners B.V. free of charge with each quotation and contract for professional services and also if requested in writing. DNR 2011 can be found and consulted at and printed out and downloaded from https://s3.eu-central-1.amazonaws.com/bna-downloads/documents/Rechtsverhouding_DNR2011_juli2013_ENG.pdf. If requested to do so, EversPartners B.V. will send the Client a copy of DNR 2011 free of charge.
- 1.5 By agreeing on the applicability of the GTC-EversPartners B.V. the Client is agreeing in advance to the applicability of these terms and conditions to later quotations that the Client receives from EversPartners B.V. and/or later contracts for professional services to be concluded with EversPartners B.V. as the contractor.
- 1.6 If all or part of one or more provisions of the GTC-EversPartners B.V., the contract for professional services and/or a quotation sent by EversPartners B.V. was or were to become void or voidable, this will not affect the applicability of the other provisions. The parties will replace any void or voidable provisions with valid new provisions, with due observance of the original intention of the parties and in joint consultation with each other. The replacement provisions will derogate from the original provisions as little as possible.

2. Quotation

- 2.1 The Client will be given three months after the date on which a quotation is issued by EversPartners B.V. to accept the said quotation, except where determined otherwise in the quotation. If a quotation is not accepted promptly and in full, it will lapse once the period stipulated for acceptance has expired, at which time the Client will no longer be able to derive any rights from the quotation.
- 2.2 A quotation will be issued in line with the legislation and regulations applicable when the quotation is issued.

3. Rates and rate changes

- 3.1 The rates applicable to an assignment will be set out in the quotation or contract for professional services that is concluded between EversPartners B.V. and the Client in relation to the assignment in question.
- 3.2 EversPartners B.V. will be entitled to change the rates agreed on with the Client. The Client will be notified of rate increases in writing, which will be calculated on the basis of the services to be provided after the date on which rates are due to increase.
- 3.3 If wage or price measures are imposed under or by virtue of the law, the rate change will take effect on the day on which the measures in question enter into force. In all other cases, the rate change will not take effect until one full calendar month after the date on which EversPartners B.V. sends the Client written notification of the rate change.
- 3.4 Rate changes made up to three months after the quotation date will not be passed on.

4. Invoices and payments

- 4.1 As soon as an assignment has been confirmed, when the assignments starts, EversPartners B.V. will issue the Client with an advance invoice for 25% of the price agreed on for the assignment or for 25% of the budget estimated by EversPartners B.V. for performance of the assignment. Subsequently, EversPartners B.V. will submit its invoices to the Client monthly in arrears, in proportion to the progress of the work, whereby the 25% invoiced in advance, as referred to in the first sentence, will be deducted from the invoice or invoices issued by EversPartners B.V. for the last month or months of the assignment.
- 4.2 EversPartners B.V. will always deduct payments made by the Client from the collection costs due first, followed by the interest due and, finally, from the oldest invoice or invoices outstanding.

5. Retention of title

- 5.1 Notwithstanding the provisions of Article 45 of DNR 2011, all data and/or documents that the Client makes available to EversPartners B.V. under a contract for professional services will continue to be the property of EversPartners B.V. until payment in full has been made of the amount due to it under the contract for professional services, including payment for any additional activities and contract extras.
- 5.2 While the situation set out in Article 5.1 continues, the Client will be obliged - if any amounts due to EversPartners B.V. are not paid within the period of time agreed and/or a request to provide security, as referred to in Article 29 of DNR 2011, is not met, or is not met promptly and/or in full - to immediately submit the data and/or documents referred to in Article 5.1 to EversPartners B.V. including copies made thereof, digital or otherwise, when requested to do so by EversPartners B.V.
- 5.3 While the situation set out in Article 5.2 continues, the Client will not be permitted to utilise the results that have ensued from a contract for professional services in any way whatsoever, however these results might be named, which results are evident from the aforementioned data and/or documents, or as made known to the Client otherwise.
- 5.4 While the situation set out in Article 5.2 continues, the Client will not be entitled to make the aforementioned data and/or documents available to third parties in any manner whatsoever or for any purpose whatsoever.
- 5.5 If EversPartners B.V. exercises the rights set out in Articles 5.1 to 5.4 inclusive, this will not release the Client from any obligation arising for it from the contract for professional services. Nor will it affect the other rights arising for EversPartners B.V. by virtue of the contract for professional services.

6. Confidentiality

- 6.1 Notwithstanding the provisions of Article 11(1)(b) of DNR 2011, EversPartners B.V. will be entitled, one year after completing the assignment, to add any report, research and/or measurement data obtained by EversPartners B.V. as a result of the assignment to a database maintained by it and also to use the said report, research and/or measurement data as it wishes in the context of the business operations of EversPartners B.V. and/or to allow its use by third parties.

7. Collaborating with third parties

- 7.1 If EversPartners B.V. collaborates with one or more consultancies, architects or other third parties in accordance with the provisions of Article 6 of DNR 2011 at the request of the Client, in the context of an assignment issued to EversPartners B.V. (amongst others), EversPartners B.V. will only be liable for the part of the assignment that it has completed. In situations of this nature, the Client will be responsible for the data provided to EversPartners B.V. by its fellow contractors, as outlined above.

8. Data

- 8.1 Except where agreed otherwise, EversPartners B.V. will only deliver data and reports to the Client in the form of digital reports in a PDF format. Where reference is made to written notifications and communications in the contract for professional services, the GTC EversPartners B.V. and/or DNR 2011, the sending party will be free to decide on the format to be used.
- 8.2 The Client will bear the cost of any (extra) written reports.
- 8.3 All such reports will be sent at the risk of the Client.
- 8.4 EversPartners B.V. will store all data pertaining to the assignment and its implementation in a digital format for a period of five years after EversPartners B.V. has reported in full on the assignment to the Client and the assignment has ended as a result or otherwise. If samples are taken when performing an assignment, EversPartners B.V. will make these samples available to the Client once the assignment has been completed. In this situation, the Client will be obliged to retain the samples for the aforementioned retention period applicable to EversPartners B.V. and to make them available to EversPartners B.V. on demand in writing.

9. Indemnity

- 9.1 The Client will indemnify EversPartners B.V. and the employees that EversPartners B.V. deploys in relation to performance of the assignment issued to EversPartners B.V. against all claims brought by third parties both in and out of court in relation to performance of the assignment if these claims are not covered by insurance taken out by EversPartners B.V. as referred to in Article 11.3 DNR 2011, unless any such claims are the result of an intentional act or gross negligence on the part of the party or parties