



General Terms and Conditions HollandDoor Coöperatie U.A.

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1. Applicability

1. Unless agreement to the contrary has been made in writing, the present General Terms and Conditions shall be applicable to all our offers, applications, notifications, instructions, agreements, purchase agreements, contracting agreements and agreements with regard to the provision of services, the provision of advice, the performance of business advisory services, providing intermediary services for and accompanying purchase and sale transactions, all in the widest sense of the word, hereinafter referred to as: the Services.
2. Deviating conditions shall only be binding if these have been confirmed in advance in writing and on an incidental basis.
3. Changes in or additions to the assignment, the activities or these General Terms and Conditions are only binding upon parties, if they have been put down in writing and have been signed by both the Principal and HollandDoor.
4. In the event of conflict between the present General Terms and conditions and equivalent conditions of the Principal, including purchasing conditions, these General Terms and Conditions shall be exclusively applicable, unless express agreement to the contrary has been made and has been confirmed by HollandDoor in writing.

2. Offer

1. The offers made in any form whatsoever are without any obligations.
2. Verbal agreements are not binding to HollandDoor, unless these have been confirmed by HollandDoor in writing.
3. The offer is based on data provided by the Principal. Technical data (measures, weights, capacities etc.) will be given truthfully in good faith, in indications that are current in the Netherlands. These data are without obligations and are considered to be given approximately, unless mentioned otherwise.
4. HollandDoor reserves the copyright of pictures, drawings, drafts and quotations, provided with the offer or any other type of communication. These documents remain our property and may not be copied, shown to a third party or shown in any other way, without explicit written permission.
5. In the offer is clearly mentioned what will be the results and deliverables from the activities carried out by HollandDoor.

3. Establishment of the agreement

1. An agreement is considered to be established by signing of the offer by both the Principal and HollandDoor. Any additional agreements or changes made afterwards are only binding if these have been confirmed in writing by both the Principal and HollandDoor.
2. In default of written confirmation, the agreement is considered to be realized on the conditions of the offer, if and as soon as the implementation of the agreement, among which the possible preliminary measures, is in progress.
3. We are entitled at any time to demand a confirmation in writing from the Principal, before starting the implementation of the agreement.
4. HollandDoor is legally represented by its board and as such agreements in writing with any of the HollandDoor members (or employees and/or any other third persons), are not binding to HollandDoor if not confirmed in writing by the board of HollandDoor.

4. Activities

1. Unless agreement to the contrary has been made, the Services of HollandDoor are divided into the activities:
 - a. Study Tours;
 - b. Training Programs;
 - c. Business Matchmaking.
2. Activities will be carried out according to the agreement.
3. As far as we execute Services not covered by the activities described above, these conditions also apply to those Services.

5. Prices

1. If the agreement contains a fixed price for the complete assignment, then this price is the agreed price. If the agreement does not contain a fixed price, then the assignment will be carried out on subsequent calculation based on the HollandDoor fees in the agreement and actual out-of-pocket-costs which can be proofed by supporting invoices.
2. The agreed prices are based on the price basis of materials, transport costs, accommodation costs, tax costs and further price-determining factors which apply on the day of the formation of the agreement.
3. Additional work, not mentioned in the agreement, can only be charged to the Principal after prior written agreement by the Principal. If the services deviate from the original agreement as a necessary consequence of the circumstances, then the deviation can be charged to the Principal in accordance with the prices which apply at the time that the work is carried out and without prior written agreement by the Principal.
4. All fees and prices of HollandDoor are excluding VAT and other levies or taxes, unless the contrary is evident.

6. Time

1. The terms mentioned in our offers, confirmations or otherwise have been determined approximately. Exceeding the term will not result in the entitlement of the Principal to compensation - not even after proof of default - or in cancellation of the assignment/agreement. If a term will be exceeded, we will communicate this to the Principal as soon as possible. In that case we will make a new time schedule in consultation with the Principal.
2. We have no obligation to start with the assignment before all necessary information and any other obligation such as advance payments have been completed in full according to request of HollandDoor. Any delay as a result of this gives us the right to make a new time schedule and connected budget.

7. Force majeure

1. Force majeure in general regarding execution of the assignment/agreement is considered to be all circumstances as a result of which fulfilment of this assignment/agreement or part of it cannot be required in good faith and fairness.
2. If a case of force majeure occurs, we will report this to the Principal, giving the reason and the probable length of time of the force majeure situation. The term will then be extended by the length of time of the delay as a result of the force majeure. In case of delay by force majeure the Principal has the right to cancel the assignment.
3. The Principal is obliged towards HollandDoor, to take or have taken measures before, during and after the execution of the agreement by HollandDoor, which are necessary to prevent damage to third parties.

8. Payment

1. All costs incurred for the payment, including exchange and national and international bank costs, shall be for the account of the Principal.
2. Our standard payment term is 14 days. If no payment has been made within 30 days after the invoice date, the Principal shall be deemed to be in default with automatic legal effect and we shall have the right, without any notice of default, to charge the Principal 2 percent interest on the invoice amount for each month or a part thereof that the payment of the amount owed by virtue of this section is in arrears after the end of the said term of 30 days.
3. Deviating terms of payment may be agreed upon in writing, but in the event of transgression of these terms the provisions in paragraph 2 of this section shall automatically enter into force - without the need for this purpose of any further declaration.
4. The payment of the invoice amounts must always be made without deduction or compensation of debts or set-off.
5. Complaints shall not give the Principal the right to refuse or postpone payment or to set-off an amount.
6. If we believe that it is necessary, in the case of non-timeous payment, to hand over our claims for recovery to third parties, the costs connected with this shall be entirely for the account of the Principal.
7. We reserve the right to demand security at all times for timeous payment with a view to both work which has been carried out and that which is still to be carried out.
8. We shall be entitled - if there is a reason to do so in our judgement - to postpone all work which has been instructed/agreed upon, or not to implement it, as long as the Principal has not put up sufficient security for payment.

9. Property and use of knowledge and results

1. We reserve the copyright to all documents and information we provide.
2. Unless agreement to the contrary has been made, reports, drawings and other written matters as a result of the activities assigned will remain our property.
3. The Principal has non-exclusive and non-transferable usage rights for the results of the assignment if all payments have been made.
4. The Principal is responsible that the documents and information, mentioned in this section under 1, are not copied or reproduced and/or provided or submitted for inspection to third parties without our permission in writing.
5. Using the result of the assignment on behalf of lodging claims, starting legal procedures or advertising, together with using our name in any connection, is - also in the case of publication of reports - permitted only after our permission in writing.
6. HollandDoor is entitled to publish and disclose information regarding the assignment as mentioned in section 12.

10. Liability

1. We shall only be liable towards the Principal for the damages which the latter suffers as a direct consequence of reproachable defaults of ourselves or those persons in our employ, private individuals or legal persons, of whose services we avail ourselves, committed in the implementation of an agreement, if and to the extent that these defaults could have been avoided under normal circumstances, in the case of a normal alertness and manner of carrying out the work, all this without prejudice to the limitations described in the following paragraphs.
2. When determining the amount which we must pay as compensation of damages account must be taken of the more or less serious character of the default of which the damages are a consequence, in the sense that this amount shall be proportionally lower as the seriousness of the default decreases. When determining the character of the default the consequences of the default shall only be taken into account to the extent that they should reasonably have been foreseen.
3. We shall not be liable for damages which have arisen as a result of failures to act or actions of the Principal, contractors or suppliers in conflict with measures, which are connected directly or indirectly with our agreement.
4. The total damages which must be paid by HollandDoor with regard to an agreement shall be limited in all cases to ten percent of the amount of the fees/payment due to HollandDoor for the benefit of this agreement. Liability for consequential damages and/or business damages shall be excluded at all times.

5. We shall be entitled to have the damages limited or repaired at our own expense.
6. We shall only accept liability for the transgression of legal regulations or infringement of rights of third parties, if the existence of such regulations or rights is generally known, or if the Principal has expressly drawn our attention to the existence of such regulations or rights.
7. The Principal shall indemnify HollandDoor in respect of all claims which third parties bring against HollandDoor.
8. The Principal certifies that all persons participating in a HollandDoor assignment have complete insurance for liability, health and travel. HollandDoor will not be liable for any damages as a result of incomplete insurance of participants for liability, health and travel.
9. All liability shall lapse if the Principal has not reported this to HollandDoor by means of a registered letter within one month after any default, as described in paragraph 1 of this section, has been discovered.
10. The Principal as well as HollandDoor will inform the other party of any peculiarities with regard to the assignment, which are according to that party of importance to the other party.
11. A claim shall not postpone the payment obligations of the Principal.

11. Rescission

1. In case the Principal does not meet adequately or on time any of his obligations, resulting from the agreement, he is considered being in default. This gives HollandDoor the right to cancel the agreement or to apply for rescission of the contract wholly or partially, without injunction, without proof of default or without judicial interference.
2. In that case Principal is obliged to completely indemnify HollandDoor, including loss of profit.
3. The provisions of paragraphs 1 and 2 of this section leaves HollandDoor unimpeded to postpone realization of the agreement and demand complete payment of that part of the agreement which Principal is due or will be due.
4. In case Principal is a natural person, the agreement will not be cancelled if he deceases. His rights and obligations change to his assign(ee).
5. In case of rescission both the Principal and HollandDoor will remain bound to the sections of these General Terms and Conditions that are meant to persist after the end of the assignment.

12. Secrecy

1. We are not committed to secrecy in any form, unless agreement to the contrary has been made when giving the assignment. The nature of the activities as mentioned in section 4 requires free communication without limitations regarding the assignment.
2. We are allowed to publish on our website, in our newsletters and on our social media accounts about the assignment, unless agreement to the contrary has been made when giving the assignment.

13. Applicable law and competent court

1. On all offers, assignments/agreements or any commitment whatsoever and its realization, Dutch law is applicable.
2. With regard to disputes which unexpectedly occur, only the competent court in the district where HollandDoor is settled will be authorized, in accordance with the regulations of the absolute jurisdiction, unless we prefer to proceed in accordance with the standard regulations of the jurisdiction.

In case one or more terms in this agreement should be declared invalid, cancelled or appear to be invalid, the remaining part of the agreement endures. In that case the invalid provision(s) will be replaced by a provision(s) which will be practically the same as far as contents, tenor and result concerns, without being invalid.