

General Terms and Conditions of Vortus B.V., established in Emmen (the Netherlands), registered in the Commercial Register under no. 24295107

1. Applicability

1.1 These General Terms and Conditions are applicable to all agreements and orders entered into by Vortus and the Customer.

1.2 If the Customer's terms and conditions have been declared applicable to any agreement entered into with Vortus, the Vortus General Terms and Conditions shall prevail in the event of any discrepancy between the two.

1.3 Any deviation from these General Terms and Conditions is only possible subject to an explicit written agreement between the Customer and Vortus.

2. Conclusion of an agreement

2.1 An agreement shall be deemed concluded from the moment that Vortus has accepted the Customer's written order.

If an order is accepted following a written offer made by Vortus, the agreement will be concluded from the moment that the written acceptance of the order is sent by the Customer.

2.2. If an order is granted orally, the order will be deemed to have been accepted subject to the applicability of the General Terms and Conditions from the moment that Vortus has commenced upon the execution of the order at the request of the Customer.

2.3 All specifications and conditions to which the Parties have agreed comprise part of the agreement and are binding for both parties. Derogations from this will be determined in mutual consultation and set down in writing by both Parties.

3. Execution of the work

3.1 In the event that weather conditions, or the nature and capacities of the object with regard to which the work is to be executed, manifest itself in such a form that Vortus is of the opinion that the work cannot be executed properly, Vortus shall be entitled to refuse the execution of the work and/or suspend this until a point in time that is, in its opinion, suitable. A refusal or suspension on the part of Vortus shall be construed as a refusal or act of suspension on the part of the Customer. In the event of a refusal or suspension as referred to in this article, Vortus will never be held to any form of compensation for damage vis-à-vis the Customer. If, as the result of this, the execution of the work is delayed by more than three (3) weeks, Vortus will be entitled to dissolve the agreement solely by means of a written statement and without any form of legal intervention being required.

3.2 Vortus is entitled to have the agreement and/or order executed by one or more duly qualified third parties, in regard of which neither an obligation to notify the Customer nor the Customer's prior permission is required.

4. Work planning

4.1 Vortus will execute the agreement and/or order within the agreed timeframe. The Customer is held, at the discretion of Vortus, to lend the required cooperation.

5. Rates, expenses and payment

5.1 The work executed by Vortus will be invoiced at a fixed price and/or fixed rate per half or full day. All rates and prices are given excluding VAT. Vortus will indicate in its quotation whether or not this estimate includes payment for time spent travelling, travel and accommodation expenses and any other costs related to the order. Insofar as these costs are not included, Vortus will be entitled to charge these hours and costs to the Customer separately.

5.2 An interim change in the level of pay and costs that in turn requires Vortus to change its rates and/or expense allowances may be passed on to the Customer.

5.3 The work performed by Vortus will be charged on an invoice basis. Payment must be made within fourteen (14) days of the invoice date. If, after expiry of this term, Vortus has not yet received payment, whether in part or in full, the Customer will be in default and Vortus will be entitled to claim statutory interest. In such a case, all reasonable costs incurred by Vortus in securing fulfilment, both judicial and extrajudicial, will be payable by the Customer.

6. Confidentiality and Intellectual Property

6.1 The Parties guarantee to observe confidentiality vis-à-vis third-parties with regard to all company information that comes to their attention in whatever way. Within the framework of the agreement or order, the Parties will take all possible precautionary measures to protect one another's interests. These obligations will be valid both throughout the duration of this agreement and/or order and for an unspecified time after its or their termination.

6.2 Vortus will acquire the exclusive rights to any and all intellectual property that may come into being during the course of the agreement or order. All models, technology, instruments – including software – used by Vortus for the execution of the agreement or order will be and remain the property of Vortus. The Parties may agree otherwise in regard of the above, and the Customer reserves the right to reproduce documents for use within its own organisation if and insofar as this can be applied within the context of the agreement and order.

7. Liability

7.1 Vortus is liable for direct damage arising from any shortcomings in the performance of the agreement and order insofar as this can be attributed to failure on the part of Vortus to exercise the due care, competence and professionalism on which the Customer can rely for the performance of the activities within the scope of the relevant agreements and order.

7.2 The liability for any loss or damage caused by the shortcomings will be limited to the sum of the remuneration received by Vortus for the activities it has performed within the scope of the relevant agreement and order. In the case of orders exceeding a duration of six (6) months, an additional limitation of the liability referred to in Article 7.1 applies up to the amount invoiced over the last six (6) months at maximum.

7.3 Vortus is and remains liable and responsible for obligations imposed on it under the relevant tax and social insurance legislation.

7.4 Any claims put forth by the Customer within the meaning referred to in this article must be submitted within six (6) months of detecting the damage to Vortus, in default whereof the Customer will have forfeited its rights.

8. Early termination and dissolution

8.1 The Parties may unilaterally terminate the agreement and order prematurely if either Party is of the opinion that the execution of the order can no longer take place in accordance with what has been specified in the agreement and order. The other Party must be notified of this termination in writing and including a well-substantiated reason for the termination. No compensation for damage will be owed by either Party in the event of premature termination.

8.2 In the event of premature termination, Vortus will be entitled to payment of invoices for all the work performed and services provided up to the moment of the premature termination.

8.3 If either Party is unable to meet its payment obligations, applies for bankruptcy or suspension of payment, or discontinues its business undertaking, the other Party will be entitled to terminate the agreement and the order by registered letter, without observance of a notice period being required.

9. Applicable law and settlement of disputes

9.1 Dutch law will govern the legal relationship between Vortus and its Customer.

9.2 Both Parties will make every effort to settle any disputes amicably by means of mutual consultation. In the event that consultation does not lead to a satisfactory result, the relevant dispute will be brought before the competent court.