



T & CL Services  
Works hard to achieve Dreams

# Terms and conditions of T& CL SERVICES

## 1 General

The general terms and conditions apply to all offers, work, quotations and agreements between T & CL SERVICES and clients or their legal successors.

## 2 Basis of quotations

Quotations from T & CL SERVICES are based on the information provided by the client. The client states up front that he has provided all essential information for the assignment to the best of his knowledge. T & CL SERVICES will perform the services to be provided by T & CL SERVICES to the best of its knowledge and ability, and in accordance with the requirements of good workmanship. Unless explicitly agreed otherwise, the assignment has the character of a 'Best efforts obligation', because the achievement of the intended result cannot be guaranteed.

## 3 Provision of Information, employees, employees and facilities by the client

In order to ensure that the execution of the assignment runs smoothly and as much as possible according to the timetable, the client provides all documents and data that T & CL SERVICES needs in a timely manner. This also applies to the provision of employees of the client's own organization, who are or will be involved in the work of T & CL SERVICES.

## 4 Changing team

T & CL SERVICES can, in consultation with the client, change the composition of the team if it believes that this is necessary for the execution of the assignment. The modification must not reduce the quality of the services to be provided or affect the continuity of the contract. A change in the team is only implemented after approval of the client.

A change of the team can take place at the request of the client in consultation with T & CL Services.

## 5 Rates and costs for the assignment

With regard to the rates and the cost estimates based on them, the offer states whether this includes the secretarial costs, travel hours, travel and subsistence costs and other

assignment-related costs. To the extent that costs are not included, they can be calculated separately. An interim change in the level of fees and costs that compels T & CL SERVICES to adjust rates or adjust other aforementioned cost reimbursements will be passed on. No interest costs are included in the fee, unless otherwise indicated in the offer.

A change in the rates and costs can also take place at the request of the client in consultation with T & CL SERVICES.

## 6 Payment terms

The fees and the costs as mentioned in Article 5, which are not included in the rates, will be charged biweekly with (advance) invoice. Payment must be made within 14 days of the invoice date, unless otherwise agreed. After the due date, the statutory interest will be charged, without notice of default being required.

If payment is not made, T & CL SERVICES can suspend the execution of the assignment with an appeal to the uncertainty exception. If the client is in default or otherwise fails to fulfil one or more of his obligations, all reasonable costs for obtaining payment will be borne by him, both judicial and extrajudicial. If the assignment has been issued by more than one client, all clients are jointly and severally liable for the fulfilment of the obligations as indicated in this article (regardless of the name on the invoice).

A change in the payment conditions can also take place at the request of the client in consultation with T & CL SERVICES.

## 7 Modification of the assignment or additional work

The client accepts that the time schedule of the assignment can be influenced if the parties agree in the interim to extend or change the approach, working method or scope of the assignment and / or the resulting work. If the interim change in the assignment or assignment execution arises due to the actions of the client, T & CL SERVICES will make the necessary adjustments, if the quality of the service requires this. If such an adjustment leads to additional work, this will be confirmed to the client as an additional assignment.

A change to the assignment can also take place at the request of the client in consultation with T & CL SERVICES.

## 8 Duration and conclusion of the assignment

In addition to the effort of the team, the duration of the assignment can be influenced by all kinds of factors, such as the quality of the information that T & CL SERVICES obtains and the cooperation that is provided. T & CL SERVICES can therefore not indicate in advance exactly how long the lead time for the execution of the assignment will be. In a financial sense, the assignment is concluded as soon as the final settlement has been approved by the client. Within a period of 14 days after the date thereof, the client must inform T & CL SERVICES about this. If the client does not respond within this period, the final statement is deemed to have been approved. The costs of such an inspection shall be borne by the client.

A change in the duration and closure can also take place at the request of the client in consultation with T & CL SERVICES.

## 9 Premature termination of the assignment

The parties may terminate the agreement prematurely unilaterally if one of them is of the opinion that the assignment execution can no longer take place in accordance with the confirmed offer and any subsequent additional order specifications. This must be stated to the other party in writing and includes motivation. If the client has proceeded to premature termination, T & CL SERVICES is entitled to compensation because of the resulting and plausible loss of occupancy, whereby the average monthly invoice amount is used as a starting point.

T & CL SERVICES may only use its power to terminate prematurely if, as a result of facts and circumstances that are beyond its control or attributable to it, completion of the assignment cannot reasonably be required. T & CL SERVICES reserves the right to payment of the invoices for work performed up to that point, whereby the provisional results of the work performed up to that point will be made available to the client, subject to reservation. Insofar as this entails additional costs, these will be charged. In the event that one of the parties becomes bankrupt, applies for suspension of payment or ceases business operations, the other party has the right to terminate the assignment without observance of a notice period and another subject to rights.

A change of the premature termination of the assignment can also take place at the request of the client in consultation with T & CL SERVICES.

## 10 Intellectual property

Models, techniques, instruments, including software, that have been used for the execution of the assignments are included in the research result and remain the property of T & CL SERVICES. Disclosure can therefore only take place after obtaining permission from T & CL SERVICES. The client obviously has the right to reproduce documents for use in his own organization, insofar as appropriate within the purpose of the assignment. In the event of premature termination of the assignment, the foregoing shall apply mutatis mutandis.

## 11 Confidentiality

T & CL SERVICES is obliged to maintain the confidentiality of all information and data of the client towards third parties. T & CL SERVICES will take all possible precautions in the context of the assignment to protect the interests of the client. The client will not make any announcement to third parties about the approach of T & CL SERVICES, its working method and such, or make its report available without the permission of T & CL SERVICES.

## 12 Liability

T & CL SERVICES is liable for the shortcomings in the execution of the assignment insofar as these are the result of T & CL SERVICES' failure to observe care, expertise and the craftsmanship on which the research results in the context of the assignment in question

may be relied upon. The liability for the damage caused by the shortcomings is limited to the amount of the fee that T & CL SERVICES has received for its work in the context of the assignment. For assignments that have a longer lead time than half a year, a further limitation of the liability referred to here applies to a maximum of the invoice amount over the last six months. Any claims of the client in the sense referred to here must be submitted within one year after the discovery of the damage, failing which the client has processed his rights.

### 13 Applicable law

This agreement is exclusively governed by Dutch law.



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