

## General Terms and Conditions

### 1. General

In the general terms and conditions, the following definitions apply:

- Client: the natural person or legal person who has instructed Aupers Altena Pensioenconsultancy (AAPC) to perform work;
- Contractor: Aupers Altena Pensioenconsultancy, as well as its legal successors under a general or special title.

### 2. Application

- 2.1 These conditions are exclusively applicable to all offers and all agreements between AAPC and all its clients.
- 2.2 The applicability of the client's terms and conditions is hereby explicitly rejected.
- 2.3 The client for whom the present conditions have been performed once, agrees to the applicability of these conditions to later agreements between him and AAPC.

### 3. Offers

- 3.1 All offers from AAPC in the form of quotations, proposals, quotations, work schedules and similar assignments, as well as the prices and conditions stated therein, are without obligation and are open for acceptance by the client for two weeks, unless a different period of validity is indicated or the offer has previously been withdrawn.
- 3.2 Assignments and acceptances of offers by the client are considered irrevocable.
- 3.3 AAPC is only bound to assignments if and for as far as it has confirmed in writing. The agreement between AAPC and the client comes into effect at the time of this written confirmation by the client for approval has been signed and is in the possession of AAPC.

### 4. Obligations of AAPC

- 4.1 AAPC will endeavour to perform the agreed work (hereinafter referred to as 'the work') for the client to the best of his knowledge and ability, in accordance with the requirements of good workmanship.
- 4.2 AAPC will encourage its employees to carry out work within the client's business to behave in accordance with the working and house rules applicable to the client, for as far as this does not unnecessarily impede the progress of the work.

## **5. Cooperation with the client**

- 5.1 The Client shall provide AAPC with all information and documents required for the performance of its work, whether or not at the request of AAPC, at all times and in due time, to inform AAPC and notify the Contractor. of all information relevant to the execution or completion of the assignment.
- 5.2 The Client will cooperate constructively with the completion of the procedures agreed with AAPC within the agreed term. The Client will also ensure the required quality and continuity in its personnel support for the execution of activities by AAPC.

## **6. Execution of work**

- 6.1 In the execution of the work, AAPC focuses on the standards and guidelines applied by the client as much as it considers possible. For the rest, AAPC performs the work according to its own judgment in accordance with the professional standards, on the understanding that AAPC will never be obliged to carry out work which, in the opinion of AAPC, is incompatible with professional standards mentioned.
- 6.2 In carrying out the work for the client, AAPC will use the available knowledge and experience as well as possible and provide sufficient work capacity. AAPC is entitled to engage third parties in consultation with the client. AAPC is also entitled to carry out the work in different phases, if there are reasonable grounds for doing so.
- 6.3 AAPC is not obliged to meet the client's wish to deploy certain employees of AAPC designated by the client in the execution of the work, but will take this wish into account as much as possible. If AAPC employs the employees designated by the client for the work, in accordance with the client's wishes, it does not guarantee that these employees will be available for the work during the entire period in which the work will be carried out and will be deployed for this purpose.
- 6.4 If the parties have agreed that the execution of work will take place in different phases, AAPC will only start work on the next phase after the client has declared in writing that the work in the preceding phase has been correctly carried out. carried out and the client accepts the results.
- 6.5 If a period has been agreed within which the work must be carried out, this period is only an approximation. Failure to comply with this period by AAPC will not result in a shortcoming on the part of AAPC in the fulfilment of its obligations and will not lead to any liability of AAPC towards the client for damage of any kind whatsoever, and does not give the client any the right to dissolve the agreement or to suspend any obligation arising from that agreement and/ or these conditions.
- 6.6 The agreed term as referred to in Article 6.5 will in any case be extended by the duration of the period in which the work will be delayed due to force majeure on the part of AAPC and with the duration of the period in which the client is in default with the performance of any obligation under an agreement and / or these conditions.
- 6.7 If AAPC has demanded payment in advance, or the provision of security for payment, it will be entitled to not commence or cease the work until such advance payment has been received and / or that security has been provided.

## **7. Duration and termination**

- 7.1 Unless the content, nature or scope of an assignment dictates otherwise, an agreement is entered into for an indefinite period of time. An agreement concluded between the parties for the performance of work may be terminated by either party at any time by means of notice by registered letter with due observance of a term of one calendar month.
- 7.2 If the client wishes to terminate the agreement on a shorter term than stipulated in Article 7.1 and AAPC agrees to the shorter term, the client is obliged to pay the fees of the employees carrying out the work, for the entire period of notice prescribed in Article 7.1. to comply in full, unless insofar as AAPC has been able to deploy these employees elsewhere at the same rates from the time the agreement ended.
- 7.3 Both parties are authorized to terminate the agreement with immediate effect and without judicial intervention being required by a written notification thereof to the other party, if:
- a. the other party has been granted suspension of payment, has filed for bankruptcy itself or has been declared bankrupt or has otherwise lost control of its assets;
  - b. the other party was unable to fulfil its obligations due to force majeure for a period of two months, or it is certain that the force majeure situation will last longer than two months. This right to terminate the contract will lapse if, before use, the obligation of which the fulfilment was temporarily prevented by the force majeure situation is still complied with.
  - c. the other party any material obligation under the agreement fails and after being given aspect in default fails to pay in full within 30 days of that obligation.

## **8. Rates**

- 8.1 Unless otherwise agreed, the price charged by AAPC to the client for the work will be calculated on the basis of the number of hours worked, or parts thereof, and the rates applicable to it at the time of entering into the relevant agreement. employees and third parties engaged by it. Client costs incurred by the employees of AAPC or third parties engaged by AAPC, will be fully charged to the client excluding travel costs within the Netherlands. The client is obliged to pay these costs. All rates and prices are exclusive of the turnover taxes and other, government-imposed, taxes and levies. AAPC will inform the client in advance about the information it has provided rates to be charged per activity. AAPC is entitled to change the rates to be charged for an employee if wages and / or prices undergo a change.
- 8.2 AAPC invoices at least once a month, unless otherwise agreed in writing. Invoices must, unless otherwise agreed or otherwise ensues from these conditions, be paid without discount within 14 days of the invoice date. If this payment term is exceeded, the client is immediately in default, without any notice of default being required. In the event of late payment, AAPC entitled to have raised the matter in default after the customer, to cease its activities under the agreement or (any) other agreement (s) with the client, or suspend, without this leading to any liability of AAPC for the consequences. If the financial position or the payment behaviour of the client gives rise to this in the opinion of AAPC, AAPC is entitled to demand advance payment or advance security, which the client must then pay in this case.

- 8.3 If two or more clients jointly give an order, they are jointly and severally bound for the payment of the invoice amount.
- 8.4 If the client does not comply with this, even after the expiry of a further payment term set by registered letter, the client is obliged to reimburse to AAPC all extrajudicial and judicial costs incurred by or on behalf of AAPC, including reasonable costs for legal assistance. in or outside of a procedure. The extrajudicial costs are at least EUR 1,000.00.

## **9. Warranty / liability / advertising**

- 9.1 AAPC has an obligation under the agreement to properly carry out the agreed activities. AAPC is therefore not liable for not achieving any explicitly stated goal or result, except if and insofar as AAPC expressly gives written guarantees about this. If an error is made because the Client has provided incorrect or incomplete information to AAPC, AAPC is not liable for the resulting damage.
- 9.2 In the event of shortcomings in the performance of the work, AAPC will be liable to the client up to a maximum of the fees received by AAPC for the relevant specific work over the last six months.
- 9.3 The provisions of Article 9.2 do not apply if the professional liability insurance of AAPC in respect of the damage which they may be held liable granted for an amount higher than provided for in Article 9.2, will continue the compensation limit in which case the amount the insurer pays out on the basis of that insurance.
- 9.4 AAPC nor its employees are liable for damage of whatever nature, which third parties suffer as a result of or in connection with the work performed by AAPC for the client. The Client indemnifies AAPC, its employees and third parties engaged by AAPC from third-party claims in this respect. Employees of AAPC will never be held liable by the client.
- 9.5 The liability limitations in these conditions do not apply as far as the damage in question is caused by intent or gross negligence of AAPC or its employees.
- 9.6 Complaints regarding shortcomings in the execution of the work and / or the invoice amount must be made no later than thirty days after the date of dispatch of the documents or information on which the client complains, or thirty days after the defect in the opinion of AAPC for could have been identified first.
- 9.7 The client is not permitted to suspend its payment obligations and / or any other obligation arising from these conditions or the agreement due to (alleged) shortcomings in the performance of the work in respect of which the client has complained.
- 9.8 If the client has correctly complained, AAPC has the choice between adjusting the fee charged, improving the costs free of charge on the rejected work or completely or partially (no longer) carrying out the assignment against restitution in proportion of fee already paid by the client.
- 9.9 Any claim by the client against AAPC expires after 12 months after the claim arose. Any claim for compensation arises at the moment that the damage arises, or, in the case of damage that cannot be immediately ascertained, at the time that the damage could have been discovered or the first time in the opinion of AAPC.

- 9.10 Employees of AAPC, or third parties engaged by AAPC for the execution of the agreement, can rely on all rights to be derived from an agreement and these conditions means, as if they were a party to it.

## **10. Confidentiality**

- 10.1 The parties have been kept to the confidentiality of all that they have in respect of their relationship with concerning the other party, unless it concerns matters that are publicly known or in respect of which the other party explicitly states that no confidentiality is required. Thus, subject to the written consent of the other party, one party may not use the content of reports, advice or other written or otherwise expressions of the other party, which have not been prepared or made with the intention of providing third parties with the information contained therein, disclose. The duty of confidentiality does not apply in the event that AAPC acts for itself in disciplinary, civil or criminal proceedings where the relevant information may be of importance.
- 10.2 Unless otherwise agreed in writing by the other party, one party is not entitled to use the information made available to it by the other party for any purpose other than that for which it was obtained.
- 10.3 The confidentiality obligation referred to in the first two paragraphs of this article only applies to third parties, not being third parties engaged by one of the parties in consultation with the other party. Within the organization of both parties, confidentiality will only be observed with regard to data, items and the like, in respect of which the other party expressly requests this.
- 10.4 Parties will impose their obligations on the basis of this article on third parties engaged by them.

## **11. Ownership**

- 11.1 All rights of industrial and intellectual property and all rights that can be put on the same level or used by AAPC in the context of the execution of work for the client and / or whether or not developed in collaboration with the client, software , reports, advice, know-how , methods, systems, etc., regardless of the form they have, are held by AAPC.
- 11.2 By payment of the invoices relating thereto, the client acquires a right of use for copies of works, software, reports, advices etc. provided by AAPC, regardless of the form they have. This right of use is exclusively for the client. The client is not permitted to reproduce, publish or exploit these works, software, reports, advice, etc. or this right of use not to transfer, in whole or in part, or otherwise available for payment, or in any way whatsoever. the making of any third party, unless AAPC has given prior written permission to do so.
- 11.3 Know-how , methods, systems, etc. that underlie and / or are used in the performance of the work by AAPC, are not covered by the right of use described in Article 11.2.
- 11.4 AAPC guarantees that the works, know-how , methods and systems used by it in the performance of its work do not infringe any right of industrial or intellectual property or any third-party right to do so.

## **12. Employees**

- 12.1 Both AAPC and the client will refrain from making payments or donations (including the delivery of goods or services at a lower than the actual value) to each other's employees. This does not include business gifts of relatively small value or those for as far as the client applies guidelines for this, meet these guidelines.
- 12.2 Both AAPC and the client will, during the period that an assignment is executed and during a period of 12 months after the termination of the activities, refrain from making offers for employment or any other service agreement, to employees of the other party who were or were involved in the execution of the work, unless expressly approved in writing by the other party.

## **13. Other provisions**

- 13.1 Parties are only bound to agreements regarding the execution of activities in addition to these conditions, if and for as far as these have been laid down in writing with the consent of both parties. Changes of what has been agreed at any time are only binding after written recording by mutual consent.
- 13.2 If one of the parties does not (always) demand strict compliance with these conditions, this does not mean that the relevant condition (s) do not apply or that this party would lose the right to not similar cases, to demand strict compliance with these conditions.

## **14. Applicable law and disputes**

- 14.1 These conditions, offers and agreements with AAPC, as well as the conflicts that may arise in connection with this, are governed by Dutch law.
- 14.2 Third parties do not enter into any agreement between AAPC and the client on the basis of a third-party clause in these terms and conditions or the agreement. Article 6:254 paragraph 1 of the Dutch Civil Code thus does not apply.
- 14.3 All disputes between parties arising from or related to (the execution of) the agreement or these conditions or any agreement based thereon shall be submitted to the competent court in Amsterdam.