

General conditions Montae

Article 1 Parties

In these general conditions the following definitions apply:

Client: The natural or legal person or his representative(s), authorized person(s), assignee(s) and/or heirs, with whom Montae has entered into an agreement in respect of services provided by Montae or an assignment given to Montae.

Montae: Montae Advies B.V., established in The Hague, with offices in (2288 EK) Rijswijk, Verrijn Stuartlaan 1F;

Montae Bestuurscentrum B.V., established in The Hague, with offices in (2288 EK) Rijswijk, Verrijn Stuartlaan 1F.

Article 2 Applicability

1. These general conditions apply to all the work to be done by or on behalf of Montae for the client, and further to all the legal relations between Montae and the client, except changes in these conditions which have been explicitly confirmed by both parties in writing.
2. The general conditions of the client do not apply, unless their application has been explicitly accepted in writing by Montae.
3. If Montae has (previously) made an agreement with the client in which the applicability of these conditions has been agreed, then these conditions also apply to all further assignments given by the client either orally, by telephone, by fax, by e-mail or in any other way, regardless of a written confirmation of such assignments.

Article 3 Quotations

1. Quotations are based on the information supplied by the client. All quotations of Montae are without engagement, unless these explicitly contain a deadline for acceptance. The client guarantees that he has supplied all the essential information needed for the set-up and the execution of the assignment.
2. Montae will execute the services to be provided according to its best knowledge and abilities and in accordance with the requirements of good professionalism. All agreements between Montae and the client relate to obligations to use the best efforts and never to obligations to deliver results.

Article 4 Conclusion of the agreement

1. The agreement is concluded at the moment that the order confirmation signed by Montae and the client has been received by Montae. The confirmation is based on the information supplied by the client to Montae at that moment. The confirmation is considered to give a correct and full account of the agreement.
2. Parties are free to prove that the agreement has been concluded in another way.

Article 5 Duration and end of the agreement

1. The agreement is made for an indefinite period of time, unless it can be implied from the contents, nature or purpose of the given assignment that the agreement was made for a definite period of time.
2. Both parties are able to terminate agreements made for an indefinite period of time with the reservation that a period of notice of at least 3 months has to be observed.
3. Montae is able to prematurely terminate each agreement by cancellation. In this case Montae will observe a minimum period of notice of 1 month.
4. In case of termination, the client will always make the payment, directly and unconditionally, without any possibility of settlement, for the work that Montae has done until the moment of termination.
5. Montae is not liable for any damage that the client sustains in case of or as a result of termination of this agreement.
6. In deviation from what has been determined by law, or as the case may be, the Civil Code, this agreement can immediately be terminated by either party by registered letter, without observation of any term of notice, in case of:
 - Filing for or declaring bankruptcy of one of the parties;
 - Filing for or renewing the (provisional) suspension of payment of or as the case may be, to one of the parties;
 - If one of the parties decides to end or transferring his business or an important part of it, including inclusion of his company into a corporation that is to be established or that already exists, or if he decides to change the objectives of his company or if a sizeable part of the assets of one of the parties has been seized and this seizure has not lifted or cancelled within 30 days;
 - Culpable shortcomings in meeting the agreement that are not corrected in a reasonable term, in which case, if the client wishes to terminate the agreement for this reason, the client must always make the payment, directly and unconditionally, without any possibility of settlement, for the work that Montae has done until the moment of termination;
 - The dissolution of one of the parties.

Article 6 Information obligation client

1. The client is obliged to timely make available all the data and documents in the desired format and in the desired manner that Montae deems necessary for the correct execution of the assignment given.
2. The client guarantees the correctness, completeness and reliability of the data and documents that have been supplied to Montae, also if these originate from third parties, in as far as not ensuing differently from the nature of the assignment.
3. If and in as far as the client requests this, the documents made available will be returned to him.
4. The extra costs and extra fees due to delay in the execution of the assignment resulting from not timely or properly supplying the requested data and documents are for the account of the client.

Article 7 Execution of the assignment

1. With exclusion of the relevant legal different condition(s), which possibility of exclusion the law offers to Montae in this respect, Montae determines the way in which the given assignment is executed and also by which person(s) this is done.
2. Each change in the work stated in the assignment, be it by special order of the client or be it because the supplied data do not concur with the real execution of the assignment, or for other reasons, will, if it results in a cost increase, be regarded as extra work, and, if it results in a cost decrease, as reduced work.
3. Extra work will be calculated on the basis of the factors that determine the price at the moment that the extra work is done. Reduced work will be calculated on the basis of the factors that determined the price at the moment that the agreement was concluded.
4. If the client wishes to involve third parties in the execution of the assignment, he will only do so after having reached agreement about this with Montae.
5. Montae is entitled to use the services of third parties in the execution of any assignment granted; these third parties can make an appeal to these general conditions.
6. For the execution of the services to be provided either on the location of the client or elsewhere, Montae will meet the conditions that have been agreed in writing with respect to the way in which the services have to be provided. If these conditions have not been laid down in writing, the client will agree with the conditions made by Montae in this respect.
7. The advice and services of Montae are based on information provided or to be provided by the client. Montae should be able to rely on the correctness of this information.

Article 8 Secrecy

1. Montae is, unless it has a legal disclosure commitment, obliged to observe secrecy towards third parties.
2. Montae is not entitled to apply the information that was provided to it by the employer for any other purpose than for which it was obtained. However, an exception to this is made in case Montae acts on its own behalf in a legal procedure in the widest sense of the word, therefore including arbitration, binding advice, disciplinary procedures and other (legal) procedures in which these documents may be important.
3. Unless Montae has given prior written permission, the client will not make public the contents of reports, advice or other publications, either in written form or not, of Montae which have not been drafted or put together with the objective of supplying this information to third parties. The client will also ensure that third parties will not be able to gain information about the contents as described in the previous sentence.
4. Montae will impose its obligations on the basis of this article to third parties that are contracted by Montae.

Article 9 Intellectual property

1. Montae reserves all intellectual property rights with respect to what it has produced or used in the context of an assignment in the widest sense of the word.
2. It is explicitly forbidden for the client, either with or without the use of third parties, to copy, make public or exploit those products and other preparations or materials used, including but not limiting to computer programs, system designs, operating methods, advice, (model) contracts and other (mental) products of Montae, in the widest sense of the word.
3. It is forbidden for the client to supply resources of these products to third parties, other than for asking an expert opinion about the work of Montae.

Article 10 Fee

1. Montae's fee does not depend on the outcome of the assignment granted.
2. If wages and/or prices should change after the conclusion of the agreement but before the assignment has been fully completed, Montae is entitled to adjust the agreed fee accordingly, unless the client and Montae have made other arrangements about this.
3. Montae's fee, if necessary with addition of advances and declarations of third parties contracted, is charged to the clients on a monthly basis or after completion of the work, unless the client and Montae have made

other arrangements about this. The value added tax due is charged separately over all amounts to be paid by the client to Montae.

Article 11 Payment

1. Payment by the clients must be made without deduction, rebate or settlement of debt within the agreed periods; however, receipt of the payment by Montae must never be later than thirty days after the invoice date. Payment must be made in Dutch currency by means of remittance to a bank account to be indicated by Montae. The value date indicated on Montae's bank statements is leading in this respect and is considered to be the payment date.
2. Unless explicitly determined otherwise in the agreement, Montae is entitled to request prior or intermediate full or partial advance payment, or to request another type of guarantee. Unless an invoice schedule was agreed, Montae has the liberty to send intermediate invoices for hours worked and costs incurred.
3. The payment terms mentioned in section 1 are definite. As soon as the client defaults, an interest of 1% per month – in which part of a month is calculated as a whole month – is due for the outstanding amount from the due date until the date of the full payment.
4. All fair legal and non-legal (collection) costs that Montae has made due to the client's default in meeting his payment obligation are charged to the client. The non-legal collection costs are calculated in accordance with the collection rate advised by the Dutch Bar Association, with a minimum of € 500.-- excluding VAT. The legal costs will be determined and compensated up to the level of the real (trial) costs of Montae.
5. Every payment made by the client primarily serves to meet the collection and/or administration costs incurred by Montae, and then to meet the interest due by the client. Not until then will the balance be deducted from the longest outstanding debts.
6. If, in the opinion of Montae, the financial position or the payment behaviour of the client should cause this, Montae is entitled to demand from the client that the latter makes a (supplementary) guarantee to Montae without delay in a form to be determined by Montae. If the client fails to offer the demanded guarantee, Montae is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and immediate payment can be demanded for all that is due by the client to Montae for whatever reason.
7. In case of a joint assignment, the clients are severally liable for payment of the invoice amount in as far as the work has been done on behalf of the joint clients.

Article 12 Complaints

1. Complaints with respect to the work carried out and/or an invoice amount must be submitted to Montae in writing, properly motivated and with a detailed description of the alleged deficiency, within 30 days after the dispatch date of the documents or information about which the client lodges a complaint, or within 30 days after the discovery of the deficiency if the client proves that he could not reasonably have discovered the deficiency at an earlier date.
2. After the period(s) mentioned in the previous sections have elapsed, the client is considered to have approved the services provided and to have approved the invoice without demur. Montae will then no longer deal with complaints.
3. Complaints as meant in the first section do not suspend the client's payment obligation.
4. In case of a justified complaint, Montae can choose to either adjust the fee charged, improve or redo the rejected work without charge, or not (no longer) partially or wholly carry out the assignment with a proportional restitution of the fee that may already have been paid by the client.

Article 13 Delivery periods

1. If the client has to make an advance payment or has to provide information and/or materials for the execution, then the period in which the work has to be completed, does not start until the payment has been received in full, or, as the case may be, the information and/or materials have been fully provided.
2. Periods in which the work has to be completed can only be regarded definite periods if this has been explicitly agreed in writing.
3. The agreement cannot be dissolved – unless execution is permanently impossible – by the client on account of exceeding the delivery period, unless Montae also does not or not full execute the agreement within the reasonable period of which Montae has been notified in writing after expiration of the agreed delivery period.

Article 14 Limitation liability and safeguarding by client

1. Montae will conduct its work to the best of its ability and in doing so will observe the care that can be expected from Montae in reasonableness and fairness.
2. If a third party sustains damage due to any action or negligence by Montae or by natural persons made available by or on behalf of Montae, that is related to the execution of the assignment and this third party should hold Montae responsible or should hold the client responsible and the client then wishes to take recourse to Montae, the rule applies that

this damage will ultimately be borne by the client, unless there is gross culpability on the part of Montae.

3. If a mistake is made because the client has provided incorrect and/or incomplete information to Montae, Montae is not liable for the damage sustained due to this mistake. The client safeguards Montae for all claims from third parties on account of damage that was caused because the client submitted incorrect and/or incomplete information to Montae, unless the client proves that the damage was caused deliberately or due to gross culpability on the part of Montae.
4. If the client proves that he has sustained damage due to a mistake of Montae that could have been prevented in case of careful action, Montae is only liable for the direct damage that the client sustained that is the direct and exclusive consequence of the mistake of Montae and the liability of Montae is always limited to maximally the amount that equals the net invoice value, to be calculated over a maximum period of the last 6 calendar months, of the amount Montae charged to the client for the assignment in which the damage was sustained. Every liability of Montae for indirect and/or consequential damage, including in any case loss of profit, costs made to prevent, limit or determine consequential damage, as well as other damage than previously mentioned, is excluded.
5. The client safeguards Montae from all damage that is caused by not, not timely and/or incompletely meeting the agreements with Montae as a result of not observing the requirements applying to the agreement ensuing from the European or Dutch procurement law.
6. The client safeguards Montae from all damage caused to the person and/or goods of its employees if this damage was caused on location (the company site of the client or an agreed location elsewhere).
7. The limitation of the liability and the safeguards described in this article also apply in case Montae should be responsible for not properly functioning of equipment, hardware, software or other items, with no exception, that was used in carrying out the assignment. The limitation of the liability also applies if an e-mail message is not correctly or not completely or not timely transferred and/or received.
8. The client gives Montae the right to communicate by e-mail with him and third parties, while being aware that the confidentiality of information sent by e-mail is not fully guaranteed.

Article 15 Expiration period

In as far as not determined differently in these general conditions, rights of action and any other powers that the client might have towards Montae in connection with the work done by Montae, expire, in any case, within one year after the moment at which the client became familiar with or could reasonably be familiar with the existence of these rights and powers, unless the possible rights and powers already expired at an earlier stage in accordance with the law.

Article 16 Competition clause

During the term of any agreement between Montae and the client and during a period of 1 year after the termination of such agreement, it is forbidden for the client to enter into an agreement with an employee or former employee of Montae, or to have these employees conduct work for the client in any other way, either directly or indirectly, paid or unpaid, unless Montae has previously given its explicit consent in writing.

Article 17 Applicable law and choice of forum

1. The Dutch law applies to all agreements between the client and Montae to which these general conditions apply.
2. All disputes related to the agreements between the client and Montae, to which these conditions apply and which are not the jurisdiction of the cantonal court, are settled by the authorized judge in the district of The Hague.

Article 18 Depositing with the Chamber of Commerce

These general conditions have been deposited with the Chamber of Commerce in The Hague on 10 November 2011, under numbers: 27165581 (Montae Advies) and 27310619 (Montae Beheer B.V.).