GENERAL DELIVERY TERMS AND CONDITIONS

Article 1 Scope

1.1   These General Delivery Terms and Conditions apply to assignments to 2directIT and to all offers and contracts to which 2directIT is a party, unless expressly agreed otherwise in writing.

1.2   All offers are without obligation. Any purchase or other conditions of Client shall not apply, unless expressly accepted in writing by 2directIT.

1.3   If 2directIT does not always require strict adherence to these conditions, this does not mean that its provisions do not apply, or that in other cases 2directIT would lose the right, to any extent, to require strict adherence to these provisions.

Article 2 Offer and conclusion of the contract

2.1   All written offers of 2directIT are without obligation and valid for 30 days after the date mentioned thereon, unless the offer expressly states otherwise. If Client does not accept the offer within the aforementioned term, the offer expires unless extension of the offer has been accepted in writing. After expiration of the offer, 2directIT is entitled to change the offer.

2.2   The offer is based on the information supplied by Client, for which 2directIT may rely on the correctness and completeness thereof.

2.3   A contract is only concluded if Client and 2directIT have both signed the acceptance of the offer in writing "the order confirmation".

2.4   All work shall be performed by 2directIT on the basis of actual costs.

Article 3 Cooperation by Client

3.1   Client shall at all times provide 2directIT with all data or information that 2directIT deems to be useful or necessary for a proper execution of the contract and shall give its full cooperation, in a timely manner.

3.2   Client is responsible for the correctness, completeness and reliability of the information provided to 2directIT, even if it originates from third parties.

3.3   If the performance of the contract is delayed because Client fails to meet its obligation under Article 3.1 or the information supplied by Client does not meet the provisions under Article 3.2, the resulting extra costs shall be borne by Client and 2directIT shall be entitled to charge the necessary extra work resulting from this.

Article 4 Execution

4.1   2directIT assumes a "best effort" obligation in the execution of the contract and will perform this contract to the best of its knowledge and ability in accordance with the requirements of good workmanship.

4.2   In the execution of the contract, 2directIT shall take the reasonable wishes of Client into account as much as possible, provided that this is, in the opinion of 2directIT, conducive to the proper execution of the contract.

4.3   If and insofar this is required for the proper execution of the contract, 2directIT shall, after written approval of Client, be entitled to have certain work performed by third parties.

Article 5 Fee

5.1   Upon the conclusion of the contract, Parties may agree to an hourly rate or a fixed fee.

5.2   Both rates include travel and accommodation expenses, with the exception of travel and accommodation expenses that are made by 2directIT at the explicit request of Client.

Article 6 Price and payment

6.1   Client must transfer the outstanding sums, without deduction or set off, to a bank account designated by 2directIT, within 30 days after invoice date.

6.2   If Client fails to pay the outstanding sums within the agreed period, he shall be in default without notice. 2directIT is entitled to hand over the claim to third parties, in which case Client, in addition to the outstanding sums, will also be obliged to pay compensation for extrajudicial collection costs. The sum of the extrajudicial collection costs is set at 15% of the principal sum due and of any court costs.

6.3   If Client contests (part of) the invoice of 2directIT, Client shall notify 2directIT thereof in writing within 7 days after the invoice date. Client shall motivate this objection in writing within 7 days after the invoice date. If Client did not comply with the above, Client is deemed to have accepted the invoice.

6.4   All prices are excluding VAT and other taxes, which are imposed by the government.

6.5   2directIT will timely submit a copy of a valid VAR statement (notice employment relationship from the Dutch tax authorities) WUO (Business Profits) and a copy of the currently valid passport with Client.

Article 7 Force Majeure

In case of force majeure, the delivery and other obligations of 2directIT shall be suspended. In that case, 2directIT is obliged to deliver as soon as reasonably possible. Force majeure shall mean unforeseen circumstances with respect to persons and/or materials that 2directIT uses or tends to use in the performance of the contract, which are of such a nature that the execution of the contract becomes impossible or problematic and/or

disproportionately expensive to the extent that prompt compliance of the contract cannot reasonably be required from 2directIT.

Article 8 Liability

8.1   The total liability of 2directIT due to attributable failure in the performance of the contract is limited to compensation of direct damages with the exclusion of consequential damages up to the amount which 2directIT has invoiced to Client within the three months prior to the time of default until the time of default.

8.2   Liability of 2directIT due to attributable failure in the performance of the contract only occurs if Client notifies 2directIT immediately and properly of default in writing, stating a reasonable period for remedying the deficiency, and if 2directIT continues to be in default due to attributable failure to fulfil its obligations after that period.

8.3   2directIT is not liable for damages caused by failure of Client to provide prompt and accurate information which 2directIT deems necessary for the proper performance of the contract.

8.4   The liability of 2directIT is always limited to the amount paid by its insurer, in said case.

8.5   The limitations of liability under this article do not apply if the damage is caused due to intent or gross negligence of 2directIT or its subordinates.

Article 9 Indemnity

Client indemnifies 2directIT for any claims by third parties that suffer damages in connection with the execution of the contract and of which the cause is attributable to others than 2directIT. If third parties should address 2directIT for that reason, Client is kept to assist 2directIT both outside and in law and immediately do all that can be expected from him in that case. Should Client fail to take adequate measures, 2directIT – without notice - shall be entitled to proceed. All costs and damages arising thereof on the part of 2directIT and third parties come for the account and risk of Client.

Article 10 Cancellation

2directIT reserves the right to cancel contracts in whole or in part upon such changes in laws, regulations, case law or (semi) government policies that fulfilment of 2directIT cannot reasonably be expected. In such cases, 2directIT shall notify Client of the cancellation in writing. In such cases, Client is not entitled to claim damages.

Article 11 Termination

11.1   Premature termination of a contract is only possible if the parties have expressly agreed thereto in writing or under payment of the amount owed up to the original end of the contract, unless parties have agreed to a different payment in writing.

11.2   Each party is entitled to terminate the contract by registered letter without judicial intervention if the other party, after written notice stating a reasonable period, substantially remains in default to fulfil its obligations under this contract.

11.3   Each party is entitled to terminate the contract, without any warning or notice of default, out of court by means of a registered letter if:
-    the other party requests (provisional) suspension of payment or is granted (provisional) suspension of payment;

-    the bankruptcy of the other party is requested or the other party is declared bankrupt;

-    the company of the other party is liquidated;

-    the other party ceases its current business;

-    a substantial part of the assets of the other party are seized;

-    the other party is otherwise no longer considered capable to comply with its obligations under this contract and/or partial contract.

Article 12 Applicable law

All contracts with clients are subject to Dutch law.

Article 13 Disputes

13.1   All disputes that may arise between 2directIT and Client following a contract or as a result of agreements resulting from such a contract will be settled by the competent court in Utrecht, unless 2directIT chooses to submit the dispute to another court.

13.2   All reasonable legal and other costs arising from failure by Client to fulfil its obligations arising from the contract will be borne by Client.

Article 14 Final Provision

14.1   These terms and conditions are registered with the Chamber of Commerce in Utrecht.

14.2   2directIT is authorized to change these terms and conditions. The last registered version of the General Terms and Conditions is always applicable.

14.3   If one or more provisions under these General Terms and Conditions are null and void or should become null and void, the remaining provisions under these General Terms and Conditions shall remain valid in full force and effect. The null or void provision(s) shall then be replaced by a legal provision, which shall represent the null or void provision(s) as closely as possible regarding the content, scope and effect.

14.4   Client is not entitled to transfer its rights and obligations under the contract without the prior written permission of 2directIT.