

PARTRIM B.V. with trade names **Dutch Export Solutions**, Dutch Export Support, Dutch Export Services and Partrim BV, established in Zwolle and with offices in Leeuwarden - Agora 4 and in Nijeveen - Kolderveen 84a, hereinafter referred to as: contractor.

Article 1. Definitions

In these general terms and conditions the following is understood,
contractor: the user of the general terms and conditions,
client: the contractor's counterparty,
parties: client and contractor.

Article 2. Applicability of these terms and conditions

1. These terms and conditions apply to every offer and every agreement between contractor and client on which the contractor has declared these terms and conditions applicable, as far as these terms and conditions have not been deviated from explicitly and in writing by the parties.
2. These terms and conditions also apply to all agreements with the contractor, where for the implementation third parties should be involved. Third parties may not derive any rights from the services provided by the contractor to the client.
3. These terms and conditions also apply for the duration and term of effect of the agreement to the client affiliated companies, such as legal successors and (future) parent, sister and subsidiary companies of the client and such as new owners, merger companies and joint ventures of the client.

Article 3. Offers

1. All offers from the contractor are without obligation, unless stated in the offer a term for acceptance has been specified.
2. The rates in the quotations mentioned are exclusive of VAT and exclusive travel, accommodation and other costs.

Article 4. Implementation of the agreement

1. The contractor will carry out the agreement to the best of its knowledge and ability and perform in accordance with the requirements of correct proficiency.
2. If and as far as this is necessary for the proper execution of the agreement required, the contractor has the right to outsource certain activities to third parties.
3. If circumstances give cause for this, the contractor (eg in case of illness) has the right to perform the agreed work to be carried out by a third party in consultation with the client.
4. Execution of the agreed assignment is at the discretion of the contractor. The contractor has the right to change time and the duration of this at his own discretion and to organize it.
5. During the course of the agreement, contractor and client regularly, but at least once a month, will consult about the state of affairs, progress and everything else that matters with regard to the assignment. Special circumstances, such as holidays, aside from that.
6. At the end of the assignment, an evaluation will take place by client and contractor, possibly followed by a second evaluation after six months afterwards if both parties wish this.
7. The client ensures that all data and materials, of which the contractor indicates that these are necessary or of which the client should reasonably understand that this is necessary to the contractor for the performance of the agreement, are provided on time. If the for the implementation of the agreement necessary information has not been provided to the contractor on time the contractor has the right to suspend execution of the agreement and/or to charge the additional costs resulting from the delay according to the usual rates to the client.
8. Contractor is not liable for damage of any nature whatsoever, because the contractor has assumed that incorrect and/or incomplete data provided by the client was correct, unless this inaccuracy or incomplete idleness should be known to him.
9. If it has been agreed that the assignment will be executed in stages the contractor can suspend those parts that make up a next phase until the client has approved in writing of the preceding phase.

10. The client authorizes the contractor to act on its behalf for as far as this logically fits in the assignment and is described in the quotation.
11. Without prejudice to the provisions of paragraph 10 above, all assignments are provided to third parties on behalf of the client. All associated and resulting costs are at the expense and responsibility of the client. Client indemnifies contractor for the legal and extrajudicial consequences of the work to be performed in connection with the assignment.

Article 5. Duration and term of effect of the agreement, term of execution

1. The agreement is entered into for a definite period of time, unless parties explicitly agree otherwise in writing.
2. Is within the term of the agreement for the completion of certain activities agreed on a term, than this is never a deadline. If the implementation period is exceeded, the client will therefore give the contractor written notice of default.

Article 6 Amendments to the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work, the parties will agree in a timely manner and mutually consult to amend the agreement accordingly.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation can thereby being influenced. Contractor will inform the client as soon as possible about this.
3. If changes or additions to the agreement are financial and/or have qualitative consequences, the contractor will inform client of this in advance.
4. If a fixed fee has been agreed, contractor will indicate to what extent the change or supplement to the agreement results in a change in this fee.
5. Contrary to paragraph 3, the contractor will not charge additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7. Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. This is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

Article 8. Intellectual property

1. Without prejudice to the provisions of article 7 of these terms and conditions the contractor reserves the rights and powers that come under the Dutch Copyright Act.
2. All information or documents provided by the contractor, such as Reports advice, designs, sketches, drawings, software, etc., regardless type of data carrier, are only intended for use by the client and may not be reproduced by him without prior notice permission of the contractor, made public or brought to the attention of third parties.

Article 9. Cancellation

Unless otherwise agreed, both parties can cancel the agreement at any time by registered letter. In that case, they must observe a notice period of at least one calendar month.

Article 10. Dissolution of the agreement

1. The claims of the contractor on the client are immediately due and payable in the following cases:
 - after the conclusion of the agreement circumstances that have arisen to the contractor give the contractor good grounds to fear that the client will not fulfill its obligations,
 - if the contractor at the conclusion of the agreement requests the client to provide security through compliance and this does not come true or is insufficient.

2. In the aforementioned cases, the contractor is authorized to suspend further execution of the agreement, or to dissolve the agreement, all this without prejudice to the right of to claim damages from the contractor.
3. The agreement ends automatically with immediate effect:
 - at the end of the agreed term of the assignment;
 - by mutual consent or by the death of the contractor;
 - by bankruptcy or suspension of payment of the client;
 - by dissolution as referred to in article 14 "Non-compliance".

Article 11. Defects, complaint periods

1. Complaints about the work performed must be submitted by the client in writing reported to the contractor within 8 days after observation, but no later than 14 days after completion of the relevant work.
2. If a complaint is justified, the contractor will carry out the work and still perform as agreed, unless this already has become demonstrably pointless for the client. The latter must be made known in writing by the client.
3. If the agreed service still to be provided is no longer possible or useful, the contractor will only be liable within the limits of Article 16.

Article 12. Fee

1. For offers and agreements in which a fixed fee is offered or agreed, paragraphs 2 up to and including 4 of this article apply. If no fixed fee is agreed, paragraphs 3 and 4 of this article apply.
2. Parties can practice a fixed amount when the agreement is concluded. The fixed fee is exclusive of VAT, exclusive of travel, accommodation and other costs.
3. For assignments with a term of more than four weeks, the costs due are charged periodically.
4. The contractor is entitled to increase this fee or rate. Contractor may pass on price increases, if the contractor can demonstrate that between the moment of offering and delivery have occurred significant price changes.

Article 13. Invoicing and payment

1. Payment must be made within 14 days of the invoice date, on a method indicated by the contractor in the currency in which the invoice is made.
2. After the expiry of 14 days after the invoice date, the client is in default: the client is in default from the moment of default and after the first reminder is due an amount interest of 1% per month, unless the legal interest is higher, which applies in that case.
3. Contractor is not obliged to perform work if an (advance) invoice has not been paid by the client.
4. In the event of liquidation, bankruptcy or suspension of payment of the client contractor's claims and obligations will be immediately due and payable to the contractor.
5. Payments made by the client are in the first place set off against all interest and costs owed, in the second place with due and payable invoices that have been open the longest, even if the client states that the payment relates to a later invoice.

Article 14. Non-compliance

1. In case the contractor fails to comply his obligations under this agreement, the client is entitled not or not fully to pay the (remainder of the) honorarium, as well to dissolve the agreement.
2. In case the client does not fulfill his obligations under this agreement the contractor is entitled to dissolve the agreement, without loss of entitlement to the agreed fee and without lessening the contractor's right to full compensation.

Article 15. Collection costs

1. Is the client in default or in default with respect to one or more of its obligations, all reasonable costs to be obtained will be due extra-judicially at the expense of the client.

In any case, the client owes:

- on the first € 2,500. 15%
- on the excess up to € 5,000. 10%
- on the excess up to € 10,000. 5%
- on the excess up to € 200,000. 1%
- on the excess above € 200,000. 0.5%

2. If the contractor demonstrates that it has higher and reasonable collection costs, these also are eligible for reimbursement.

Article 16. Liability and attributable shortcoming

1. The contractor has a best efforts obligation to the best of its ability. If the contractor makes a mistake as a result of incorrect information by the client, this does not lead to any damage duty of the contractor.
2. Liability of the contractor due to an attributable shortcoming in fulfillment of the agreement only arises if client set contractor immediately and properly in default in writing and describes the shortcoming in such detail that the contractor is enabled to act adequately and a reasonable term for termination of the failure is offered, and the contractor hereafter still continues to fall short in performing the agreement.
3. The contractor is towards the client, his successor(s) and/or any third party or third parties, if there is reason to do so, liable for damage but only if and as far as this damage is the foreseeable direct and immediate consequence of an attributable shortcoming in performing the agreement as stated in paragraph 2, to the maximum amount of the sum charged by the professional liability insurance that will be paid in the relevant case, whereby a series of related events counts as one event.
4. Any form of indirect damage, including all forms of business interruption, as well as all non-material damage, is excluded from compensation.
5. The total liability of the contractor for damage through death or physical injury or for material damage to property is limited to the maximum amount of the sum charged by the regarding liability insurance that will be paid out in the relevant case, whereby a series of related events counts as one event.

Article 17. Non-attributable shortcoming

Non-attributable shortcoming here is understood to mean any cause that leads to a shortcoming in the fulfillment of the agreement that is not attributable to the fault of the contractor nor is or would be for his account. If performance of the agreement is prevented from being executed due to a non-attributable shortcoming, the client and the contractor are entitled to dissolve the agreement in whole or in part without judicial intervention, without this leading to any liability for damage on the part of the contractor.

Article 18. Dispute resolution

Only the court in the place of business of the contractor has jurisdiction to hear disputes. Nevertheless, the client has the right to summon the other party to appear before the competent court according to the law.

Article 19. Applicable law

1. On any agreement between the contractor and the client Dutch law applies.
2. These general terms and conditions are drawn up in Dutch, English and German; in case of differences between the English, German and the Dutch versions, the Dutch text prevails.

Article 20. Change and location of the terms and conditions

These terms and conditions have been filed at the office of the Chamber of Commerce North Netherlands. The most recently filed version or the version that applied at the time this agreement or assignment was concluded is applicable.