



## **General Terms and Conditions SNOEKX PROJECT MANAGEMENT**

### **Article 1 Definitions**

*In these General Terms and Conditions the following terms have the following meaning, unless indicated otherwise.*

**SNOEKX:** *SNOEKX Project Management (hereinafter referred to as SNOEKX)*

**Commissioning Party:** *the counterparty of SNOEKX (hereinafter referred to as a Commissioning Party)*

**Assignment:** *the work to be determined by mutual agreement between Commissioning Party and SNOEKX that has to be carried out by SNOEKX and the conditions under which this should be done.*

### **1 General**

- 1.1 These conditions apply to all special offers of SNOEKX, to all agreements concluded by SNOEKX and to all agreements that may result therefrom.
- 1.2 SNOEKX explicitly rejects the applicability of any General Terms and Conditions of Commissioning Party.

### **2 Offer and conclusion of the agreement**

- 2.1 All offers mentioned in the offer of SNOEKX are non-binding unless expressly agreed otherwise.
- 2.2 An offer becomes an agreement when Commissioning Party confirms the offer of SNOEKX in writing or by email.
- 2.3 If Commissioning Party provides information to SNOEKX, SNOEKX may assume its correctness and will base its special offer hereon.

### **3 Offers & rates**

- 3.1 SNOEKX is entitled to enforce an interim price increase, if and to the extent that unforeseen cost price increasing circumstances occur such as additional work, VAT/taxes after concluding the agreement, or after sending the offer. In this case Commissioning Party will always be informed of this in writing or by email. If the information provided by Commissioning Party does not correspond with reality this also constitutes additional work.
- 3.2 A composed offer will not oblige SNOEKX to execute part of the assignment against a corresponding part of the offered price.
- 3.3 Offers do not automatically apply to future assignments.
- 3.4 The price quoted in the offer exclude travel and subsistence expenses, as well as any other costs (photocopies, assessments, produced marketing materials such as video, presentations, presentation tools, preparation time, VAT) and advances.

**SNOEKX**  
PROJECTMANAGEMENT

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#### **4 Implementation of the assignment**

- 4.1 Commissioning Party shall timely provide SNOEKX with all documents, information and contacts, required for the proper performance of the assignment.
- 4.2 SNOEKX shall endeavour to execute the assignment to the best of its abilities. SNOEKX is however only obliged to execute the work that is expressly mentioned in the order confirmation.
- 4.3 Where necessary for the proper performance of the assignment, SNOEKX has the right to have (parts of) the work carried out by third parties. Depending on the agreements made between the parties, third parties enter into an agreement with SNOEKX or Commissioning Party.
- 4.4 For the implementation of certain work or delivery of certain goods a period has been agreed or specified, this is never a deadline unless expressly agreed otherwise in writing. If no timetable has been agreed, SNOEKX will conduct the services within a reasonable period.
- 5.4 SNOEKX is not liable for damage caused because assumptions made based on incorrect and/or incomplete information provided by Commissioning Party, unless the incorrectness or incompleteness of the information should have been known to SNOEKX.

#### **5 Confidentiality**

- 5.1 Except for statutory requirements SNOEKX is obliged to confidentiality of all information and information of Commissioning Party towards third parties. On the context of the assignment SNOEKX shall take all precautions to protect the interests of the Commissioning Party. Similarly the Commissioning Party will not disclose the approach, work method and reports of SNOEKX to third parties without consent of SNOEKX.

#### **6 Intellectual property**

- 6.1 SNOEKX retains all rights on its presentations, documents, hand-outs, graphics and/or the related information and 'know-how'.
- 6.2 The issues in the previous Paragraph may not, in whole or in part, be copied, nor disclosed to third parties, made available or made public, nor be used by Commissioning Party or are made available other than for the purpose, for which they were provided by SNOEKX without written consent of SNOEKX.
- 6.3 Commissioning Party shall indemnify SNOEKX for infringements on intellectual property rights of third parties.

## **7 Terms of payment**

- 7.1 Invoicing takes place in accordance with the agreed terms of payment. The following payment arrangement applies: payment within 14 days after (partial) invoice date.
- 7.2 Regardless of the agreed terms of payment Commissioning Party is obliged to at the request of SNOEKX to provide sufficient security for payment. If Commissioning Party here fails to comply within the period set he is in default. SNOEKX will then have the right to terminate the Agreement and recover the damage from Commissioning Party.
- 7.3 The right of Commissioning Party to offset any claims on SNOEKX is expressly excluded, unless SNOEKX is in a state of bankruptcy.
- 7.4 The full claim for payment is immediately due and payable if:
- a. a payment period is exceeded;
  - b. the Commissioning Party is bankrupt or in receivership;
  - c. the Commissioning Party as a company is dissolved or liquidated;
  - d. the company of Commissioning Party is sold or terminated;
  - e. the Commissioning Party as a natural person is placed under guardianship or dies.
- 7.5 Commissioning Party shall bear interest from 14 days after the invoice is received. If the invoice has already been sent before SNOEKX has delivered the service, a period of 14 days after the receipt of the service applies. If the payment has not been made within the agreed period of 14 days the statutory interest will apply without a summons/notice of default being required.
- 7.6 Interest at business transactions:  
The interest due for business transactions is equal to the height of the statutory commercial interest pursuant to the Dutch Civil Code (Article 6:119a and 120 Paragraph 2 BW (Dutch Civil Code)).
- 7.7 Extrajudicial costs for business transactions:  
If payment has not been made within the agreed period of 14 days Commissioning Party is in default without notice and Commissioning Party owes SNOEKX the extrajudicial collection fees amounting to 15% of the principal sum increased by any interest pursuant to Article 7.6, with a minimum of € 50.-. If the extrajudicial costs actually incurred exceed the aforementioned calculation, the costs actually incurred are due by Commissioning Party.
- 7.8 If the court has ruled in favour of SNOEKX in a judicial procedure, all costs SNOEKX incurred in connection with these proceedings shall be borne by Commissioning Party.



## **8 Impossibility of performance**

- 8.1 If one of the parties is affected by a situation of force majeure the party shall immediately notify the other party. Parties shall endeavour to find a mutually acceptable solution.
- 8.2 SNOEKX has the right to suspend the agreed work if due to circumstances beyond its sphere of influence or of which SNOEKX was not informed or could not have been informed at the conclusion of the agreement, is temporarily hindered to fulfil its obligations.
- 8.3 Disease of SNOEKX or third parties commissioned by SNOEKX. Strikes and work stoppages, weather influences, theft or in any way lost materials are in any case circumstances as intended in the previous Paragraph.
- 8.4 If the force majeure event lasts longer than two months or performance is permanently impossible the agreement can be terminated for the part not yet fulfilled. In that case Commissioning Party has no right on reimbursement of the damage resulting from the termination.

## **9 Change of the assignment**

- 9.1 If in the context of the assignment circumstances occur that were not foreseen at the start of the assignment, amicably and by mutual consent a solution will be sought, like for example adjustment of the assignment.
- 9.2 In case of a change in the assignment, adjusted and new conditions will be added to the original assignment and form a whole with that.

## **10 Termination/suspension**

- 10.1 If Commissioning Party does not, not properly or not timely fulfil any obligation, from the agreement concluded with SNOEKX, as well as in the event OR case of bankruptcy, moratorium or guardianship of Commissioning Party or shutdown or liquidation of its company, SNOEKX is entitled to terminate the agreement in whole or in part, or to suspend the (further) implementation of the agreement. Furthermore, in these cases, SNOEKX is entitled to demand immediate payment of any outstanding amounts.
- 10.2 This derogation is without prejudice to the other future rights of SNOEKX, including the right to compensation of the damages resulting from the termination.
- 10.3 In the event of termination as referred to in the first Paragraph SNOEKX is never obliged to pay any damages to Commissioning Party.
- 10.4 Also upon termination by mutual consent SNOEKX keeps her right on compensation of the damages resulting from the termination.

## **11 Liability**

- 11.1 SNOEKX is only liable for damages suffered by Commissioning Party which is the direct and exclusive result of a failure in the performance of the assignment attributable to SNOEKX, insofar due to non-observance by SNOEKX of the care, expertise and professionalism that may be expected in the context of the assignment. In addition, the following restrictions must be observed:
  - 11. 2a Not eligible for reimbursement is company damage, indirect damage, loss of income and the like, by whatever cause.
  - 11. 2b SNOEKX is never liable for damage caused intentionally or by gross negligence of third parties.
  - 11. 2c The damage to be compensated by SNOEKX will be moderated, if the price to be paid by Commissioning Party is low in relation to the extent of the damage suffered by Commissioning Party.
  - 11. 2d The liability of SNOEKX for the damage caused by the shortcomings, is at any time limited to a maximum amount of the fee as SNOEKX has received for his work in the context of the assignment. For assignments with a duration exceeding six months, a further limitation of the intended liability applies to a maximum of the claim amount of SNOEKX over the last three months.

## **12 Disputes and Complaints**

- 12.1 Agreements between Commissioning Party and SNOEKX are governed by Dutch law.
- 12.2 The lodging of a complaint does not give the Commissioning Party the right to suspend his obligations in whole or in part.
- 12.3 If in connection with or because of the assignment a dispute arises between Commissioning Party and SNOEKX, parties will attempt to resolve the dispute amicably.
- 12.4 A dispute exists if one of the parties should make this known in writing to the other party stating what the party considers the subject of the dispute.
- 12.5 If the dispute is not resolved amicably, it will be submitted to the authorised civil court.



**13 Non-solicitation clause**

- 13.1 Commissioning Party is forbidden to, both during the term of the agreement and within a period of 2 years after its termination directly or indirectly, in any way and in any sense whatsoever (business) have contact with business relationships of SNOEKX and professionals that are (have been) involved in the assignment on behalf of or from SNOEKX or to its affiliated companies, unless Commissioning Party has received prior written consent of SNOEKX to this end, to which consent SNOEKX may attach conditions.
- 13.2 In the event of violation of Article 13 Paragraph, Paragraph 1 Commissioning Party forfeits to and for SNOEKX an immediately, without warning or notice of default, payable penalty of € 50,000 per violation and € 1,000.- for each day or part thereof that the violation continues, without prejudice to the right of SNOEKX to in addition to, or instead of, the penalty, entirely at the discretion of SNOEKX, to claim full compensation. Violation of this prohibition during the existence of the agreement gives SNOEKX the right to terminate the agreement immediately without being liable for damages. The damage that SNOEKX suffers and/or will suffer resulting from the termination shall be borne by Commissioning Party.