

## General Terms and Conditions ACE Management Consulting B.V.

### Article 1. Scope

1. These General Terms and Conditions shall apply to all offers and agreements whereby ACE Management Consulting B.V. (hereinafter ACE) provides services of any kind to the Client.
2. Deviations from these General Terms and Conditions shall only be valid if expressly agreed in writing.
3. Applicability of any general (purchasing) conditions of the Client is expressly rejected.
4. Should any provision in these General Terms and Conditions be null and void or annulled, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

### Article 2. Offers / conclusion of the agreement

1. All offers by ACE are without obligation unless the offer expressly states otherwise in writing.
2. Offers and quotations by ACE are based on the information provided by the Client. The Client guarantees that, to the best of his/her knowledge, he/she has provided all the essential information required for this purpose.
3. For the purpose of these General Terms and Conditions, an agreement means any agreement concluded between ACE and the Client.
4. The agreement is established once it is in writing and signed by the parties.
5. In the absence of a written record as stipulated in paragraph 4, an agreement shall also be concluded by written acceptance by the Client of an offer made by ACE.
6. In the absence of a written record as stipulated in paragraph 4 or 5, an agreement shall also be effected if ACE has commenced execution of the order, while the Client is aware of this and has not immediately objected. In that case ACE's offer or quotation shall determine the content of the agreement.
7. The agreement is entered into for an indefinite period of time unless it follows from the content, nature or scope of the assignment granted that it is entered into for a definite period of time, or the parties expressly agree otherwise in writing.

### Article 3. Execution of the agreement

1. ACE shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation is in the nature of a best-efforts obligation.
2. If and in so far as the performance of the contract requires, ACE shall be entitled to have certain work performed by third parties.
3. All delivery dates stated by ACE have been determined to the best of its knowledge on the basis of the information known to ACE at the time of concluding an agreement, and they shall be observed as far as possible; the mere exceeding of a stated delivery date shall not cause ACE to be in default. ACE shall not be bound by delivery dates that can no longer be met due to circumstances beyond its control that occurred after the conclusion of that agreement. If there is a danger of any term being exceeded, ACE and Client shall consult as soon as possible.
4. The Client shall ensure that all data, which ACE indicates to be necessary or which the Client should reasonably understand are necessary for the performance of the agreement, shall be made available to ACE in good time.
5. If the Client fails to comply with the provisions of paragraph 4 or fails to do so in time, ACE shall be entitled to suspend the performance of the agreement, as well as to charge the Client for any additional costs resulting from the delay.

#### Article 4. End of the agreement

1. If the agreement is entered into for a definite period, it shall end by operation of law on the expiry date.
2. If the agreement is entered into for an assignment or the duration of a project, it shall end by operation of law on the date of completion of the assignment or the end date of the project.
3. If the agreement has been entered into for an indefinite period, the Parties shall have the right to terminate the agreement in writing, subject to a notice period of one calendar month.
4. Each Party shall be entitled to dissolve the contract on account of a failure attributable to the other Party in the performance of its essential obligations under the contract and the other Party shall be in default in this respect. Unless performance has already become permanently impossible, default shall only commence after proper written notice of default which is as detailed as possible and in which a reasonable period is set to remedy the default.
5. Each party shall be entitled to dissolve the agreement in whole or in part out of court by registered letter with immediate effect if:
  - the other party applies for or is granted suspension of payments;
  - the other party files for bankruptcy or is declared bankrupt;
  - the other party ceases its business;
  - a considerable part of the other party's assets is seized through no fault of this party, or if the other party is otherwise deemed no longer capable of fulfilling the obligations under the agreement.
6. If at the time of the termination of an agreement referred to in paragraphs 3,4 or 5, the Client has already received performance in execution of that agreement, that performance and the related payment obligations shall not be subject to cancellation, unless ACE has remained in default with regard to that performance. Amounts that ACE has invoiced before the termination in connection with what it has already performed or delivered in performance of that agreement shall remain due in full, with due observance of the previous sentence and shall become immediately payable at the time of termination.
7. After termination of the agreement, the provisions which by their nature continue to have effect have retained their validity.
8. This article is without prejudice to the right of rescission under the law.

#### Article 5. Prices and payment

1. Prices and/or rates shall apply as agreed between the parties. If no prices and/or rates have been agreed, the prices and/or rates as stated in ACE's offer shall apply. If no quotation is given either, the prices and/or rates usually applied by ACE shall apply.
2. Unless otherwise agreed, all expenses incurred by ACE in carrying out the order shall be borne by the Client, including travel expenses.
3. All prices are exclusive of VAT and other government levies.
4. Unless otherwise agreed, ACE shall be entitled to adjust its prices and rates annually per January 1<sup>st</sup> in accordance with the index figure of the Business and ICT services, part M-N business services as published by the CBS<sup>1</sup>. This indexation takes place on January 1<sup>st</sup> each year. If the index figure is not known on January 1<sup>st</sup>, then indexation can take place retroactively to January 1<sup>st</sup>.
5. ACE is entitled to invoice periodically.
6. Payment of invoices must be made within thirty days of the invoice date, unless expressly agreed otherwise. Objections to the content or amount of invoices do not suspend the payment obligation.

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<sup>1</sup> [Zakelijke en ICT-dienstverlening: omzetontwikkeling, index 2015=100 \(cbs.nl\)](https://www.cbs.nl/en-gb/indicators/omzetontwikkeling)

7. In case of late payment, the Client shall be in default without notice of default and ACE shall be entitled to charge statutory commercial interest and/or (extra)judicial costs in accordance with the "Decree on Compensation for Extrajudicial Collection Costs" (Besluit vergoeding voor buitengerechtelijke incassokosten) or any regulation replacing it.
8. ACE is entitled to require the Client to provide adequate security for the fulfilment of his/her payment obligation(s), future or otherwise. ACE shall be entitled to suspend performance or further performance of the agreement until the requested security has been provided.

#### **Article 6. Confidential information**

1. Any information provided by either party to the other, which the other party knows or should reasonably know to be of a confidential nature, shall be considered confidential information. The party receiving confidential information shall use such information only for the purpose for which it was provided.
2. ACE undertakes to take the measures reasonably required of it to ensure the confidentiality of confidential information received by it or its employees from the Client. ACE shall comply with reasonable instructions from the Client in this regard.
3. ACE shall treat confidentially any personal data that it shall come to possess, within the context of an assignment.
4. The processing of personal data shall take place in accordance with applicable laws and regulations on the protection of Personal Data, including the General Data Protection Regulation (GDPR).
5. ACE is bound by its own Privacy statement, available for viewing and downloading at <https://aceconsulting.nl/privacy-statement>.

#### **Article 7. Retention of title and rights**

1. All goods delivered to the Client shall remain ACE's property until all amounts agreed for them, as well as the amounts referred to in Article 5.4, including interest and costs of collection, have been paid to ACE in full.
2. Rights are always granted or, as the case may be, transferred to the Client under the condition that the Client pays the agreed fees in time and in full.

#### **Article 8. Intellectual property rights**

1. All intellectual property rights to all products developed or made available under an agreement shall belong exclusively to ACE, unless otherwise agreed in writing.
2. In these General Terms and Conditions, "product" means all results of our effort, including analyses, reports, quotations, as well as preparatory material thereof.

#### **Article 9. Liability**

1. ACE shall only be liable for damage resulting from attributable shortcomings in the performance of the order, insofar as ACE is in default and the shortcomings are the result of a failure to exercise the care, expertise, and craftsmanship that may be relied on within the context of the order.
2. The Client shall provide ACE with the information necessary for the performance of the order in good time. ACE shall not be liable for any damage caused by incomplete or incorrect information.
3. ACE shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to business interruption.
4. ACE's liability for direct damages shall further be limited to the amount paid out by the liability insurer, plus the excess.
5. If and to the extent that ACE should be liable for any reason whatsoever and the insurer does not pay out, ACE's liability shall be limited to the amount of the fee agreed for the relevant order, excluding VAT.

If delivery in stages has been agreed, then each stage shall be deemed a separate partial order. The liability of ACE shall further be limited in absolute terms to a total amount of fifty thousand euros (€ 50,000,00).

6. ACE shall never be liable for costs, damages and interest that may arise as a result of direct or indirect consequence of force majeure.
7. Any claims for compensation for damages should be made as soon as possible but must be submitted in writing to ACE at the latest within 12 months of the occurrence and within 14 days of discovering the damage, failing which the Client will have forfeited its rights in this regard.

#### **Article 10. Force majeure**

1. For the purposes of these general terms and conditions, force majeure shall include, in addition to its definition in the law and case law, all external causes, foreseen or unforeseen, over which ACE cannot exercise any control, but which prevent it from fulfilling its obligations.
2. Neither party is bound to fulfil any obligation under an agreement if it is prevented from doing so due to force majeure.
3. If the force majeure situation has lasted longer than ninety days or is foreseen to last longer than ninety days, each of the parties has the right to terminate that agreement. Whatever has already been performed pursuant to the agreement shall then be settled proportionally, without the parties owing each other anything else.

#### **Article 11. Complaints**

1. The Client shall notify ACE in writing of complaints via the contact person at ACE or [info@aceconsulting.nl](mailto:info@aceconsulting.nl) within one month of discovering or that it should reasonably have discovered a potential shortcoming or error.
2. A timely reported complaint does not suspend or cancel any (payment) obligation of the Client.
3. If the Client fails to give ACE timely notice of default, the Client shall in any case and without prejudice to the other articles of these General Terms and Conditions not be entitled to any remedial performance or compensation.
4. If it is established that a complaint is unfounded, the Client shall reimburse the costs incurred by ACE.

#### **Article 12. Applicable law**

The agreement between ACE and the Client shall be governed by Dutch law.

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*These General Terms and Conditions can be viewed and downloaded at [www.aceconsulting.nl](http://www.aceconsulting.nl) and will be sent free of charge on request. The version applicable is always the version in force at the time the agreement was concluded.*