

GENERAL TERMS AND CONDITIONS OOMS & PARTNERS

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

1. Ooms & Partners: the private company Ooms & Partners B.V., registered with the Chamber of Commerce under number 20105971, established in Breda;
2. Client: the person who concludes an agreement with Ooms & Partners for the provision of services by Ooms & Partners, or to whom Ooms & Partners makes an offer to that effect;
3. Quotation: a written offer from Ooms & Partners to enter into an agreement with the client;
4. Privacy policy: the policy as published on the Ooms & Partners website;
5. Private person: the natural person who does not act in the course of a business or profession;
6. The following articles do not apply to services to private individuals: 4.3, 5.4, 6.2, 9.2, 10.2, 12.3, 13.1, and 14.1.

Article 2 Applicability

1. Unless expressly agreed otherwise in writing, the present general terms and conditions, hereinafter referred to as: "the conditions," apply to all offers made by Ooms & Partners to one or more clients or third parties, as well as to agreements concluded by Ooms & Partners in the context of the assignment granted to it, as well as to the execution of assignments by or on behalf of Ooms & Partners and to everything that may occur as a result of or in connection with those offers and/or assignments.
2. Any purchase or other conditions used by the client are not binding on Ooms & Partners, except insofar as these have been expressly accepted by Ooms & Partners in writing.
3. The rules of conduct and professional rules that apply to Ooms & Partners and its individual board members are part of the agreement and will be provided to the client free of charge on first request. The client declares that it will always fully respect the obligations arising therefrom.

Article 3 Conclusion of the agreement

1. The offers made by Ooms & Partners are without obligation and based on the information and documents provided by the client.
2. Quotations are provided in writing and are valid for 30 days unless otherwise stated therein.
3. The prices stated in the quotation are exclusive of VAT unless stated otherwise.

4. The agreement is concluded when Ooms & Partners has received a signed quotation or order confirmation signed for approval or has commenced work at the explicit request of the client, or the nature and scope of the agreement requires immediate commencement of the execution of the work.
5. The agreement is entered into for an indefinite period of time unless it follows from the content, nature or purport of the assignment that it has been entered into for a definite period of time.
6. A quotation for several services does not oblige Ooms & Partners to provide part of the services included in the quotation for a corresponding part of the stated price.

Article 4 Prices

1. The parties are bound by the price agreed between them.
2. Ooms & Partners is entitled to adjust the agreed price if price increases occur in wages, currency exchange rates, fees, or any compensation that must be paid to third parties in the context of the agreement, with a maximum of the percentage or amount that those costs increase.
3. In the event of an increase of more than 15% of the agreed price due to the causes mentioned under 2, the client has the right to dissolve the agreement.
4. Ooms & Partners is entitled to no longer carry out an order under the same conditions and agreed prices if it appears that information provided by the client that is important for the execution of the agreement was not correct and/or complete.

Article 5 Provision of information by the client

1. The Client is obliged to make available all information and documents that Ooms & Partners, in its opinion, needs for the correct execution of the assignment in a timely manner in the desired form and in the desired manner.
2. In the case of assignments to audit financial statements, the client will inform Ooms & Partners of all information that is relevant for the execution and completion.
3. The Client guarantees the correctness, completeness, and reliability of the data and documents made available to Ooms & Partners, even if they originate from third parties.
4. The additional costs and additional fees arising from the delay in the execution of the assignment, caused by the failure to provide the required data and documents or not making them available on time or properly, are for the account of the client.

Article 6 Execution of the assignment

- 1 . Ooms & Partners determines the manner in which and by whom the assignment given is executed.
2. A specified and/or agreed period within which Ooms & Partners must complete the assignment is not a strict deadline unless expressly agreed otherwise in writing. If, in the opinion of Ooms & Partners, it is necessary to involve third parties in the execution of the assignment, Ooms & Partners will inform the client about this without delay.
3. If the proper execution of the assignment necessitates the performance of more work than that for which the order was given, Ooms & Partners will coordinate these additional work with the client as much as possible in advance, unless the nature and purport of the order justify an immediate execution of the additional work and consultation with the client cannot be awaited. The client is obliged to reimburse Ooms & Partners for the costs and fees involved in the extra work. With regard to work performed in the context of this paragraph, consultancy work will be invoiced to the client at 100% of the then applicable regular hourly rate and other activities at 50% of the then applicable hourly rate, without prejudice to the client's obligation to pay costs and charges from third parties to Ooms & Partners.

Article 7 Confidentiality and exclusivity

- 1 . Unless it has a legal or professional obligation to disclose, Ooms & Partners is obliged to maintain confidentiality towards third parties.
2. Ooms & Partners is not entitled to use the information made available to it by the client for a purpose other than that for which it was obtained, unless Ooms & Partners needs this to defend its interests in disciplinary or civil proceedings, in which documents obtained from the client may be important.

Article 8 Intellectual property

- 1 . Ooms & Partners reserves all rights with regard to all products that it has used or manufactured in the context of the execution of the order.
2. The client is expressly prohibited from multiplying or disclosing the relevant products, including computer programs, system designs, working methods, advice, (model) contracts, etc., in the broadest sense of the word, whether or not by means of third parties, to use or exploit for themselves or others.

Article 9 Payment

1. Ooms & Partners will make every effort to properly fulfill the assignment, but the outcome thereof does not affect the payment obligations of the client.

2. In the absence of timely payment, Ooms & Partners is entitled to suspend its activities on behalf of the client, and the client is in default without further notice of default. The client owes the statutory interest on the amount owed from the due date until the day of full payment.
3. If the client is in default, all collection costs reasonably incurred by Ooms & Partners will be borne by the client, in accordance with the BIK decision.
4. In the event of a joint assignment, clients are jointly and severally liable for payment of the invoice amount.
5. Ooms & Partners is entitled to require an advance payment from the client before commencing the execution of the agreement or continuing the execution of the agreement on behalf of the client.

Article 10 Complaints

1. After receipt of correspondence and documents from Ooms & Partners, the client must take cognizance of this as soon as possible.
2. If visible defects or shortcomings are found in the work of Ooms & Partners, the client must report these to Ooms & Partners in writing within eight days of receipt of the relevant documents and correspondence.
3. In the case of non-visible defects, the client must report these within eight days after discovery and at the latest within 12 months after delivery of the relevant documents by Ooms & Partners. If defects are discovered 12 months after receipt of the documents or correspondence, complaints are not possible.
4. The obligation to pay invoices of Ooms & Partners remains unaffected, even in the event of timely complaints.

Article 11 Force majeure

1. Force majeure means circumstances that prevent the fulfillment of the agreement and cannot be attributed to Ooms & Partners, such as strikes, extreme weather conditions, disruptions in means of communication, general transport problems, and government measures.
2. Ooms & Partners also has the right to invoke force majeure if the circumstance that prevents further compliance occurs after Ooms & Partners should have performed its performance in accordance with the agreement.
3. In the event of force majeure, the delivery and other obligations of Ooms & Partners have been suspended.
4. If the period of force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without there being any obligation to pay compensation.
5. If Ooms & Partners has already partially delivered its performance when the force majeure occurs, it is entitled to invoice the already delivered or the remaining part.

6. In the situation described in paragraph 1, the client is obliged to pay the relevant invoice as if it concerned a separate agreement.

Article 12 Liability

1 . Ooms & Partners' liability is limited to direct damage. Ooms & Partners is never liable for indirect or consequential damage in any way related to or caused by an error in the execution of the agreement by Ooms & Partners. Ooms & Partners is never liable for damage to turnover and/or loss of profit, except in the case of intent or deliberate recklessness.

2. Ooms & Partners' liability is limited to the maximum amount for which coverage appears to exist under Ooms & Partners' professional liability insurance, plus the applicable own risk.

3. Insofar as not provided otherwise in these general terms and conditions, the client's rights of action or other powers in connection with the work performed and services delivered by Ooms & Partners will lapse, in any case, within one year after the moment at which the client became known of these rights of action or could reasonably be known with these rights of action.

Article 13 Amendment of general terms and conditions

1 . Ooms & Partners is authorized to make changes to these general terms and conditions. These changes come into effect at the announced time of effect, and Ooms & Partners will send the amended terms and conditions to the client in good time.

2. If no time of entry into force has been communicated, changes towards the client will come into effect as soon as he has been notified of these changes.

3. The client has the right to dissolve the agreement regarding an assignment within 2 months after the amended general terms and conditions have been communicated.

4. If a provision of these general terms and conditions is invalid, by law, a valid provision will be replaced that corresponds as much as possible to the purport of the invalid provision. If necessary, the parties are obliged to consult each other about the text of this new provision.

5. Without prejudice to the nullity and possible replacement of a provision, the other provisions in the general terms and conditions will remain applicable as far as possible and without prejudice to their validity.

Article 14 Disputes

1 . Unless the law prescribes another court as the competent court, any dispute between Ooms & Partners and the client will be settled by the competent court of the District Court of Breda unless Ooms & Partners choose to submit the dispute to the competent court at the place of residence or place of business of the client.

2. Dutch law applies to every agreement between Ooms & Partners and the client. The applicability of the Vienna Sales Convention is expressly excluded.