

## GENERAL CONDITIONS

### Article 1 General

These conditions shall apply on every offer, tender, and agreement between Kelson Marketing & Content, hereinafter referred to as: "Contractor", and an employer upon which Contractor has declared these conditions applicable, as far as these conditions are not strayed explicitly and in writing from both parties.

"the current conditions are also applicable on the acts of the Contractor in the context of the/an assigned enabled third party". Contractor. These general conditions are also written by Contractor's employees and his management.

The applicability of potential purchasing- and other conditions from Contractor are explicitly dismissed.

If one or more provisions in the general conditions are completely or partly invalid or can be destroyed at any given moment, then these particular general conditions will moreover be fully applicable. Contractor and the employer will then engage in dialogue in order to agree to exchange provisions from the invalid or destroyed provisions, whereby the goal and scope from the original provision will be taken into account as much as possible.

If there is uncertainty regarding the explanation of one or more provisions of the general conditions, the explanation should take place 'in spirit' of these provisions.

If a situation occurs between the parties that is not settled in these general conditions, then that situation shall be assessed in spirit of the general conditions.

If Contractor does not consistently desire to strictly enforce these conditions, it does not mean that the provision thereof is not applicable, or that Contractor will lose the right in any degree to desire a strict enforcement in other cases of the provisions of these conditions.

### Article 2 Tenders, offers

All tenders and offers from Contractor are non-binding, unless there is a deadline for acceptance set in the tenders. If there are no acceptance terms set, the offer will always expire after 30 days.

Contractor can not be held responsible for his tenders and offers unless the Employer can reasonably understand that the tenders and offers, or a part thereof, contain an apparent mistake or clerical error.

The prices mentioned in a tender or offer are excluding VAT and other chargers of government regulations, possibly in the context of the agreed to costs. These include travel-, accommodation-, shipping- and administration costs, unless stated otherwise.

If the acceptance (whether or not on secondary issues) differs from the offer included in the tender or the offer, then Contractor is not bound to this. The agreement will then not agree these different acceptances into place, unless Contractor states otherwise.

A composite quotation does not require Contractor to be obliged to carry out a part of the assignment against a corresponding part of the specified price. Offers or tenders do not automatically count for future orders.

### Article 3 Contract period, implementation deadlines, risk-transfer, implementation and modify agreements, price increase

The agreement between Contractor and Employer is indicated for a given period, unless the agreement flows naturally in a different course, or in case the parties explicitly and in writing agree differently.

Is for the implementation of certain activities or for the delivery of certain cases a period agreed or specified, that this is never a fatal period. Employer is required to declare a written default to Contractor when a period has been exceeded. Contractor hereby shall be offered a reasonable period to still give implementation to the agreements.

Contractor shall carry out the agreements to the best insight and ability and consistent with the demands of good workmanship. A thing or two on the grounds of the known state of science at that time.

Contractor has the right to let certain activities be carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 BW is explicitly excluded.

If in the context of the assignment activities are to be carried out on location of the Employer or a through the Employer assigned location, and these activities are to be carried out through Contractor or Employer enabled third parties, the Employer will provide free of charge acceptable facilities to said employees.

Contractor is entitled to carry out the agreement in different phases and thereby invoice the carried out segments separately.

If the agreement is carried out in phases Contractor can postpone implementation of segment that belong to the next phase until Employer has approved the results of the previous phase in writing.

The Employer shall ensure that all data, whereof Contractor indicates are necessary or whereof the Employer reasonably understands that these are necessary for the implementation of the agreement, will be provided to Contractor in good time. If the necessary data for implementation of the agreement is not provided to Contractor in good time, Contractor will then have the right to suspend the implementation of the agreement and / or charge Employer increased costs due to delay according to the then usual rates. The implementation deadline begins no earlier than after the Employer has made the data available to Contractor. Contractor is not liable for damage, of any kind, since Contractor assumed the incorrect and / or incomplete data provided.

If during the implementation of the agreement it is shown to be necessary to change said agreement or supplement a proper implementation, then parties will bring adjustments to the agreement in good time and in mutual agreement. If the nature, size, or content of the agreement, whether or not on request or designation from the Employer, from the competent authorities etcetera, will be changed and the agreement therefore changes in quality and / or quantity, then this can have consequences for that which was originally agreed upon. Therefore, it is possible that the price originally agreed on can be increased or decreased. Contractor will quote you prior on this as much as possible. Furthermore, the original specified period can be adjusted because of a change in the agreement. The Employer accepts the possibility of change of

agreement, including the changes in price and period of implementation.

If the agreement changes or is added to, then the Contractor is entitled to implement this first, after authorization for the agreement is given by a Contractor's authorised person and if the Employers agree to the specified charges and additional conditions, including the agreed upon date on which implementation shall be given. Failure to commence or not immediately commence implementation of amended agreement is not malpractice from Contractor and is no basis for the Employer to terminate or cancel the agreement.

Contractor can reject a request to modify the agreement without being held in contempt or defaulting on the agreement, if this would have results in qualitative and quantitative sense, for example for the performed work in that context or the provided service.

If the Employer defects in the proper fulfilment of whatever he kept toward Contractor, then the Employer is therefore responsible for all direct or indirect damage caused on the side of Contractor.

If Contractor agrees on a fixed fee or price with the Employer, the Contractor is nevertheless entitled to increase this fee or price at any time without the Employer being entitled to terminate the agreement for that reason, if the increase of the price arises from a power or obligation under the laws or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.

If the price increases, other than as a result of a change to the agreement, amounts to more than 10% and takes place within three months after the conclusion of the agreement, only the Employer who is entitled to appeal to Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement by a written statement, unless the Contractor is then still willing to execute the agreement on the basis of the originally agreed amount;

if the price increase results from a power or an obligation resting on the Contractor under the law;

if it is stipulated that the delivery will take place longer than three months after the conclusion of the agreement;

or, upon delivery of an item, if it is stipulated that the delivery will take longer than three months after the purchase.

#### **Article 4 Suspension, dissolution and early termination of the agreement**

The Contractor is authorized to suspend the fulfilment of the obligations or to dissolve the agreement if the Employer does not, not fully or not in good time, fulfill the obligations arising from the agreement, after the conclusion of the agreement circumstances give the Contractor knowledge or good ground to fear that the Employer will not fulfill its obligations if, at the conclusion of the agreement, the Employer was requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the part of the Employer can no longer be required to fulfil the agreement under the originally agreed conditions.

Contractor is furthermore entitled to terminate the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that Contractor cannot reasonably be expected to keep the agreement unchanged.

If the agreement is dissolved, the claims of Contractor against the Employer are immediately due and payable. If Contractor suspends the fulfillment of the obligations, it retains its rights under the law and the agreement.

If Contractor proceeds to suspension or dissolution, he is in no way obligated to compensate damage and costs arising in any way.

If the termination is attributable to the Employer, Contractor is entitled to compensation for the damage, including costs, arising directly and indirectly from it.

If the Employer fails to fulfill his obligations arising from the agreement and this non-compliance justifies termination, then Contractor is entitled to terminate the agreement immediately and with immediate effect without any obligation on his part to pay any indemnity or compensation, while the Employer, in the event of non-performance, does get mandatory indemnity or compensation.

If the agreement is terminated prematurely by Contractor, then Contractor will arrange that work still be performed shall be transferred to third parties in consultation with the Employer. This unless the cancellation is attributable to the Employer. If the transfer of the work entails additional costs for Contractor, these will be charged to the Employer. The Employer is obliged to pay these costs within the specified period, unless otherwise indicated by Contractor.

In the event of liquidation, (application for) suspension of payment or bankruptcy, of seizure - if and insofar the seizure has not been lifted within three months - at the expense of the Employer, of debt rescheduling or any other circumstance whereby the Employer no longer freely has its assets available, Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any indemnity or compensation.

In such case, the claims of Contractor against the Employer are immediately due and payable.

If the Employer cancels an order in whole or in part, then the work that was carried out and the items ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, will in full be charged to the Employer.

#### **Article 5 Force majeure**

Contractor is not obliged to fulfill any obligation towards the Employer if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not on his account by law, legal act or generally accepted views.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood by law and jurisprudence, all external causes, foreseen or unforeseen, over which Contractor cannot exercise influence, but as a result of which Contractor is unable to fulfill its obligations, strikes in the companies of Contractor or of third parties included. Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after Contractor should have fulfilled its obligation.

Contractor may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 30 days, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.

Insofar as Contractor has at the time of the occurrence of force majeure partially fulfilled its obligations under the agreement or will be able to fulfill it, and the part fulfilled or to be fulfilled will have independent value, Contractor is entitled to invoice the part already fulfilled, or to be fulfilled, separately. The Employer is obligated to pay this invoice as if it were a separate agreement.

### **Article 6 Payment and collection costs**

Payment must always be made within 14 days after the invoice date, in a manner to be indicated by Contractor in the currency in which the invoice is made, unless otherwise indicated in writing by Contractor. Contractor is entitled to invoice periodically. If the Employer fails to pay an invoice on time, the Employer is legally in default. The Employer will then owe the statutory interest. The interest on the claimable amount will be calculated from the moment that the Employer is in default until the moment of payment of the full amount due.

Contractor is entitled to have the payments made by the Employer first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Contractor may, without being in default as a result, refuse an offer for payment if the Employer designates a different order for the allocation of the payment. Contractor may refuse full repayment of the principal sum if the vacant and current interest and collection costs are not thereby also paid.

The Employer is never entitled to adjust the amount owed to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Employer who does not appeal to section 6.5.3 (articles 231 up to and including 247 book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

If the Employer is in failure or in default in the (timely) fulfillment of its obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the Employer. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Voorwerk II Report. However, if Contractor has incurred higher collection costs that were reasonably necessary, then all costs actually incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Employer. The Employer also owes interest on the collection costs.

### **Article 7 Retention of title**

The goods supplied by Contractor under the agreement remain the property of Contractor until the Employer has properly fulfilled all obligations arising from the agreement(s) concluded with Contractor.

The goods supplied by Contractor that fall under the retention of title pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Employer is not authorized to pledge or encumber the property subject to retention of title in any other way.

The Employer must always do everything that can reasonably be expected of him to safeguard the property rights of Contractor.

If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Employer is obliged to immediately inform Contractor thereof. Furthermore, the Employer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to provide Contractor with the policy of this insurance for inspection upon first request. In the event of payment

of the insurance, Contractor is entitled to these tokens. Insofar as necessary, the Employer undertakes vis-à-vis Contractor in advance to lend its cooperation to everything that may prove to be necessary or desirable in that context.

In the event that Contractor wishes to exercise its ownership rights referred to in this article, the Employer gives prior unconditional and irrevocable permission to Contractor and third parties to be designated by Contractor to enter all those places where Contractor's property is located and to take it back.

### **Article 8 Guarantees, research and advertising, limitation period**

The goods to be supplied by Contractor meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use in the Netherlands. The guarantee referred to in this article applies to items that are intended for use within the Netherlands. For use outside the Netherlands, the Employer must verify for itself whether the use thereof is suitable for use there and meet the conditions set for this. In that case, Contractor may set other warranties and other conditions with regard to the goods to be delivered or work to be performed.

The guarantee referred to in paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the guarantee provided by Contractor relates to an item that was

produced by a third party, then the guarantee is limited to that provided by the producer of the item for it, unless stated otherwise.

Any form of guarantee will lapse if a defect has arisen as a result of or results from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Employer and / or third parties if, without Contractor's written permission, the Employer or third parties have made changes to the item or attempted to make changes to said item, or have attached additional unnecessary items, or if these have been processed or processed in a manner other than the prescribed manner.

The Employer is also not entitled to a guarantee if the defect has arisen due to or is the result of circumstances beyond Contractor's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.

The Employer is obliged to investigate the goods supplied or have them examined, immediately as soon as the goods are made available to him or the relevant activities have been carried out. In addition, the Employer should investigate whether the quality and / or quantity of the delivery corresponds to what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported in writing to Contractor within fourteen days after delivery. Any non-visible defects must be reported to Contractor in writing immediately, but in any case no later than within fourteen days, after discovery thereof. The report must contain a description of the defect that is as detailed as possible, so that Contractor is able to respond adequately. The Employer must give Contractor the opportunity to investigate a complaint or have it investigated.

If the Employer complains in time, this does not suspend its payment obligation. In that case, the Employer also remains obliged to purchase and pay for the moreover ordered items and what he has ordered Contractor to do.

If a defect is reported later, the Employer no longer has the right to repair, replacement or compensation.

If it is established that an item is defective and a timely complaint has been made, Contractor will return the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notice of the defect by the Employer, at Contractor's option, replace or arrange for its repair or pay replacement fee therefor to the Employer. In the event of replacement, the Employer is obliged to return the replaced item to Contractor and to transfer ownership thereof to Contractor, unless Contractor indicates otherwise.

If it is established that a complaint is unfounded, then the costs incurred as a result, including the research costs incurred by Contractor as a result, will be borne in full by the Employer.

After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Employer.

Contrary to the statutory limitation periods, the limitation period of all claims and defences against Contractor and the third parties involved by Contractor in the execution of an agreement is three months.

### **Article 9 Liability**

Should Contractor be liable, then this liability is limited to what is regulated in this provision.

Contractor is not liable for damage of whatever nature caused by the fact that Contractor relied on incorrect and / or incomplete information provided by or on behalf of the Employer.

If Contractor should be liable for any damage, Contractor's liability is limited to a maximum of once the invoice value of the order, or at least to that part of the order to which the liability relates.

The liability of Contractor is in any case always limited to the amount paid out by his insurer, if applicable.

Contractor is only liable for direct damage.

Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions; any reasonable costs incurred for Contractor's defective performance of the agreement to have an answer, insofar as these can be attributed to Contractor; and reasonable costs incurred to prevent or limit damage, insofar as the Employer demonstrates that these costs have led to limiting direct damage as referred to in these general terms and conditions. Contractor is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Contractor or his managerial employees.

### **Article 10 Disclaimer**

The Employer indemnifies Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement and whose cause is attributable to parties other than Contractor. If Contractor may be called on to do so by third parties, the Employer is obliged to assist Contractor both outside and in court and to immediately do everything that may be expected of him in that case. Should the Employer fail to take adequate measures, Contractor is entitled to do so without notice of default. All costs and

damage on the part of Contractor and third parties that arise as a result are integrally for the account and risk of the Employer.

### **Article 11 Intellectual Property**

Contractor reserves the rights and powers that accrue to it pursuant to the Copyright Act and other intellectual laws and regulations. Contractor has the right to use the knowledge gained through the performance of an agreement for other purposes as well, insofar as no strictly confidential information from the Employer is disclosed to third parties.

### **Article 12 Applicable law and disputes**

All legal relationships to which Contractor is a party are subject exclusively to Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

The court in the place of business of Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Contractor has the right to submit the dispute to the competent court according to the law.

Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

### **Article 13 Location and amendment of the general terms and conditions**

These terms and conditions have been filed with the Chamber of Commerce. The most recently filed version or the version as it was applied at the time of the establishment of the legal relationship with Contractor always applies.

The Dutch text of the general terms and conditions always determines the explanation thereof.