

General Terms and Conditions for Steve Martin Management Consulting Services M.C.S. B.V.

Deposited with the Kamer van Koophandel in Terneuzen under reference 53737935

1. General

These General Conditions are applicable to all tenders, activities, offers and agreements for advising and extending of other services, ('Project') between Steve Martin Management Consulting Services B.V. (hereafter "Steve Martin M.C.S. B.V.") and the Principal, respectively their appointed legal entities.

2. Basis of the Offer

Offers by Steve Martin M.C.S. B.V. are based on the information provided by the Principal. The Principal declares, to the best of his knowledge that all necessary and correct information for the initiation and completion of the Project will be /has been provided.

All offers by Steve Martin M.C.S. B.V. are not binding, unless containing a specific statement of acceptance. Steve Martin M.C.S. B.V. shall perform the Project to be carried out to the best of his ability and conforming to industry standards.

This undertaking is of the character of "best effort" as the final achievement of the desired result cannot be guaranteed.

3. Availability of information, assistance, and working space by the Principal in order to carry out the Project in the best possible manner and within the requisite time period, the Principal shall timely provide any documents and information required by Steve Martin M.C.S. B.V..

This also applies to the provision of employees from within the Principal's own company who will provide assistance and shall be/are involved with activities to be/being carried out by Steve Martin M.C.S. B.V..

In the event that Steve Martin M.C.S. B.V. considers it necessary, the Principal shall provide free of charge, a work space at his premises with telephone connection and when necessary fax-, internet-, computer- & printing facilities.

4. Third Parties

Third parties shall only be involved in carrying out the Project with mutual agreement, in writing, of both the Principal and Steve Martin M.C.S. B.V..

5. Tariffs and Costs incurred

Unless otherwise stated in the offer, travel time and expenses, accommodation and any other costs arising from the Project are not included in the Fee and these will be invoiced separately.

6. Payment Terms

The Fee and other costs as per Article 5 which are not included in the Fee will be invoiced monthly (in advance). Payment will be due within 14 days from date of invoice.

Any costs arising from the payment of the invoice will be for the account of the Principal.

Following the expiration of the credit term, interest will be charged at legally acceptable rates, without there being any requirement for notification of a breach of contract. In the event that payment remains outstanding, Steve Martin M.C.S. B.V. retains the right to suspend further activities.

In the event that the Project is awarded by more than one Principal, all Principal parties are jointly and severally responsible for meeting the obligations as stated in these Conditions, (regardless of the Addressee stated on the invoice).

7. Changes to the Project or additional Activities

The Principal accepts that the time scheduling of the Project may be influenced. In the event that parties in the meantime agree, the approach, method and/or content of the Project, and/or the tasks arising there from, may be amended and/or increased.

In the event that the intermediate changes to the agreed Fee or expenses be influenced, Steve Martin M.C.S. B.V. shall inform the Principal at the earliest opportunity.

In the event that an intermediate change in the Project, approach, method and/or content arises from events by the Principal, Steve Martin M.C.S. B.V. shall impose the necessary changes should the quality of the services rendered deem this necessary. In the event that such changes result in additional activities, this shall be construed as an additional Project and confirmed to the Principal.

8. Duration and closure of the Project

The duration of the Project can be influenced by various factors, such as the quality of the information which Steve Martin M.C.S. B.V. receives and the extent of the cooperation provided.

Steve Martin M.C.S. B.V. is therefore unable to confirm in advance the exact period of time required for the completion of the Project.

In financial terms, the Project is considered ended as soon as the final invoice is approved by the Principal. Within a period of 14 days following this approval, the Principal shall inform Steve Martin M.C.S. B.V. accordingly. In the event that the Principal does not react within this period, the final invoice will be considered as approved.

In the event that the Principal wishes to exercise a control on the invoices submitted by Steve Martin M.C.S. B.V. by a registered accountant, agreement will not be withheld. The costs arising will be for the account of the Principal.

9. Force Majeure

In the event that Steve Martin M.C.S. B.V. cannot meet his obligations to the Principal for reasons beyond his control (Force Majeure), the obligations shall be suspended for the duration of the Force Majeure situation.

In the event that de Force Majeure situation should exist over a period of two months, both parties have the right to partly or completely cancel the Project, in writing.

In situations of Force Majeure arising from the side of Steve Martin M.C.S. B.V., the Principal has no right to any form of compensation, even in the event that Steve Martin M.C.S. B.V. may benefit from the results of the Force Majeure.

Force Majeure from the side of Steve Martin M.C.S. B.V. includes any independent circumstance against the will of Steve Martin M.C.S. B.V., whereby the fulfilment of his obligations in reality cannot be expected, regardless of whether the circumstances were known, or could be foreseen, at the time of concluding the agreement for the Project. Included in the circumstances are:- strikes, fire, congestion or transport problems arising from own or third party transport, sickness of (or one of the employees of) Steve Martin M.C.S. B.V..

10. Premature Ending of the Project

Either Party may prematurely end the Project should one of them be of the opinion that the Project can no longer be executed according to agreement and any eventual later additional Project specifications. The motivation for the premature ending should be advised in writing to the other party.

In the event that premature ending of the Project is advised by the Principal, Steve Martin M.C.S. B.V. has the right to compensation, whereby the average monthly charge that would have been invoiced, should the Project not have been prematurely ended, will as a matter of principle, be maintained.

Steve Martin M.C.S. B.V. may only make use of his authority to prematurely end the Project as a result of facts and circumstances which are beyond his influence or he cannot be held responsible for, where reasonable completion of the Project cannot be realised.

Steve Martin M.C.S. B.V. retains the right of payment of all invoices for services rendered to this point, whereby the Principal shall, under reserve, receive the provisional results of the activities carried out to that point. In the event that this incurs additional expenses, these will be for the account of the Principal.

In the event that either one of the parties is declared insolvent, requests suspension of payments, or ceases the company activities, the other party has the right to end the agreement without any period of notice, whilst retaining all rights.

11. Intellectual property

Models, techniques, instruments, including software, used for the execution of the Project and which are recorded in the advice or survey results, are and remain the property of Steve Martin M.C.S. B.V.. The making public thereof can take place only with the written authorization of Steve Martin M.C.S. B.V..

The Principal retains the right to copy contents for use in his own organization, for so far this is applicable within the objectives of the Project. In the event of premature ending of the Project, the content of the previously mentioned articles is applicable.

12. Confidentiality

Steve Martin M.C.S. B.V. is obligated to maintain confidentiality of all information and details of the Principal towards third parties. Steve Martin M.C.S. B.V. shall in the context of the Project take all possible precautions to protect the interests of the Principal. The Principal shall not, without the prior agreement of Steve Martin M.C.S. B.V., give to third parties any information or comment on the content, method, quality and such like used by Steve Martin M.C.S. B.V., nor make his reports available to them.

13. Liabilities

Steve Martin M.C.S. B.V. is liable for shortcomings in the execution of the Project, for so far as these are a result of his lack of care, due diligence, expertise and skills, whereby the issuing of the advice in the context of the applicable Project may be considered trustworthy.

Except for in the event of deliberate or conscious recklessness, the liability of Steve Martin M.C.S. B.V. for the damage caused by the shortcoming is restricted to the amount of the Fee that Steve Martin M.C.S. B.V. has received for his labours in the context of the Project. In the event that the Project has a period of duration in excess of six months, the liability is further limited to a maximum of the amount invoiced over the last six months.

Eventual claims by the Principal under this Article should be submitted within two months of the discovery of the damage, whereby failure to do so will result in the Principal forfeiting rights.

14. Applicable Law and Authorised Judges

Dutch law is the sole law applicable to these General Conditions. All differences which may arise as a result of the agreement between Steve Martin M.C.S. B.V. and the Principal shall, for so far as they are not enforceable by any other law, are subject to the findings of the authorized judge in the Court of Middelburg.

These articles are a translation of the Algemeen Voorwaarden, deposited with the Kamer van Koophandel in Terneuzen for information only.

In the event of disputes, the Dutch language version of these Conditions is applicable.

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