

GENERAL TERMS AND CONDITIONS TOTAL COMPANY SCAN

ARTICLE 1. | DEFINITIONS

In these general terms and conditions the following terms, always capitalised are used in the following sense.

1. Total Company Scan: the user of these general terms and conditions, established at Keizersgracht 482, 1017EG in Amsterdam, registered in the Trade Register under KvK number 81852797.
2. Client: the legal entity or natural person acting in the exercise of a profession or business of a profession or business, with whom Total Company Scan has concluded or intends to conclude an agreement or intends to conclude an agreement.
3. Parties: Total Company Scan and the Principal jointly.
4. Agreement/assignment: any agreement entered into between Total Company Scan and the Agreement/Task: any agreement entered into between Total Company Scan and the customer under which Total Company Scan has undertaken to provide the customer with Services. Customer to provide Services.
5. Services/Services: the services to which Total Company Scan has undertaken to render to the Customer under the under the agreement vis-à-vis the customer, including, in the widest sense of the word including, in the broadest sense of the word, the provision of advice relating to business and/or the Customer's organisation, in particular with regard to finance, marketing, innovation and/or strategy.
6. Written: communication in writing, communication by e-mail or any other manner of communication which, in view of the state of the art and generally accepted practice, can be equated with this society can be equated with this.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer by Total Company Scan an every agreement.
2. The applicability of any general terms and conditions of the Client, under whatever name whatever name is indicated, is expressly rejected.
3. The provisions of these general terms and conditions may only be deviated from expressly and In Writing deviate from the provisions of these general terms and conditions. If and insofar as what the Parties have expressly agreed in writing deviates from deviate from the provisions of these general terms and conditions, the provisions that parties have expressly agreed in Writing.
4. Destruction or nullity of one or more provisions of these general terms and agreement as such shall not affect the validity of the remaining provisions unaffected. In such a case the Parties are obliged to enter into mutual consultation in order to reach a replacement arrangement in respect of the affected clause. The purpose and purport of the original provision will be taken into account as much as possible will be taken into account as much as possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. Any offer made by Total Company Scan (including its quotations) shall be free of obligation, even if it states a period for acceptance. Total Company Scan may revoke its offer immediately, or at least as soon as possible after acceptance by the customer acceptance by the customer.
2. The customer cannot derive any rights from an offer by Total Company Scan which contains an obvious mistake or error.
3. Without prejudice to the provisions of paragraph 1, each agreement comes into effect at the moment that the offer by Total Company Scan, in the manner indicated by Total Company Scan, is accepted by the customer. Scan, has been accepted by the Customer in the manner indicated by Total Company Scan. If the acceptance of the customer differs from Total Company Scan's offer, the agreement shall not be concluded in accordance established in accordance with this divergent acceptance, unless Total Company Scan indicates otherwise indicates otherwise.
4. If the Customer concludes the Agreement in the name of another natural or legal entity, it declares by entering into the Agreement that it is authorised to do so. In addition to this (legal) person, the Client is jointly and severally liable for the fulfilment of the obligations under that Agreement.

ARTICLE 4. | INFORMATION OBLIGATIONS OF THE CLIENT

The Client guarantees that he will provide all information which is reasonably relevant to the set-up and performance of the agreement as quickly as is reasonably relevant to the design and performance of the agreement implementation is required, in full and in the manner prescribed by Total Company Scan. The Client warrants guarantees the accuracy of all information made available to Total Company Scan by it or on its behalf information. Total Company Scan shall never be liable for damage caused due to the fact that it has relied on incorrect or incomplete information made available by or on behalf of the incorrect or incomplete information.

ARTICLE 5. | DURATION & INTERIM CANCELLATION OF THE AGREEMENT

The agreement shall end by completion of the Engagement. If the Client cancels the Agreement prematurely, the Customer shall remain liable for the full price agreed upon full price agreed

ARTICLE 6. | DEADLINES

Total Company Scan shall make every effort to meet the implementation and delivery deadlines to which it has to the Customer, but this period is an indicative, non-fatal one only exclusively an indicative, non-fatal deadline. The default of Total Company Scan shall not commence until the Customer has served notice of default on Total Company Scan in Writing, in notice of default, in which notice of default shall specify a reasonable period for performance, and Total Company Scan is still in default of performance after the expiry of the latter period is in default of performance.

ARTICLE 7. | COMPLAINTS

1. Any complaints about the Services must be made by the Customer within fourteen days after receipt of the advice and must be motivated and submitted by e-mail to Total Company Scan submitted.
2. If the Customer does not complain in time, no obligation whatsoever arises for Total Company Scan from such a such complaint no obligation whatsoever arises.

ARTICLE 8. | FORCE MAJEURE

1. Total Company Scan shall not be bound to fulfil any obligation under the agreement if and for as long as it is prevented from doing so by any circumstance which cannot be imputed to it under the law, a legal act or generally accepted practice society (force majeure). Force majeure shall mean in addition to what is understood in law and jurisprudence, force majeure includes, all external causes over which Total Company Scan has no influence and which make (further) performance of the Agreement impossible or seriously hinder it, including illness of, or other personal circumstances concerning the actual contractor(s), disasters, epidemics, pandemics, war and threat of war, breakdowns in or failure of the internet, telecommunications infrastructure cyber-attacks, power failures, fire, flood and technological limitations.
2. If the force majeure situation makes the performance of the Agreement permanently impossible, or the force majeure situation continues or will continue for more than three months, the parties shall be entitled to dissolve the Agreement with immediate effect.
3. Damage as a result of force majeure, other than restitution of the price paid by the Client, shall never be eligible for compensation.

ARTICLE 9. | PRICE AND PAYMENT

1. Unless expressly stated otherwise, the price quoted by Total Company Scan and payable by the customer to Total Company Scan is exclusive of VAT.
2. The customer is obliged to pay the agreed price in full in advance. Payment must be made by bank transfer. Total Company Scan shall not be obliged to perform services until it has received full payment has been received.
3. Total Company Scan is entitled to make the invoice due to the Customer available to the Customer exclusively by e-mail.
4. The Client shall pay without any recourse to suspension or set-off.
5. If payment is not made on time, the Client shall be in default by operation of law. If payment is not made on time, the Customer shall be in default by operation of law. From the day that the Customer's default commences, the client shall owe interest of 2% per month on the outstanding amount, part of a month being regarded as a full month. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred
6. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Customer, shall be borne by the Customer of the Client.

ARTICLE 10. | LIABILITY AND INDEMNITY

1. Total Company Scan shall provide the agreed Services to the best of its knowledge and ability and according to the requirements that may be imposed on a competent professional. Total Company Scan undertakes to use its best endeavours only; Total Company Scan cannot guarantee that, as a result of the advice given by Total Company Scan, the results will be achieved which the Client intends to achieve by entering into the agreement.
2. Advice from Total Company Scan shall be followed at the expense and risk of the customer's own account and risk. Total Company Scan shall never be liable for the consequences of the Customer's acts and omissions in response to advice provided by Total Company Scan. The Customer shall indemnify Total Company Scan in respect of all claims of third parties.
3. Total Company Scan shall never be liable for any loss resulting from its having relied on
4. Total Company Scan shall never be liable for indirect loss, including loss suffered, loss of profit and loss as a result of business interruption.
5. Should Total Company Scan, notwithstanding the provisions of these general terms and conditions, be liable for any damage, then Total Company Scan shall at all times be entitled to repair make good such damage. The customer must give Total Company Scan the opportunity to do so opportunity, failing which all liability of Total Company Scan in this respect shall lapse.
6. The liability of Total Company Scan shall at all times be limited to the invoice value of the agreement, or at least to that part of the agreement to which Total Company Scan's liability relates.

7. The Customer indemnifies Total Company Scan against any claims by third parties which suffer damage in connection with the performance of the Agreement, the cause of which is attributable to parties other than Total Company Scan is attributable to parties other than Total Company Scan. If Total Company Scan should be sued by a third party for that reason, the Principal shall be obliged assist Total Company Scan both extra-judicially and judicially and to do immediately all that it can reasonably be expected to do in such case that may reasonably be expected of him in that case. Should the Principal fail to take adequate measures, then Total Company Scan entitled, without notice of default, to take such measures itself. All costs and incurred on the part of Total Company Scan and/or third parties as a result shall be entirely at the expense and risk of the Principal.

ARTICLE 11. | INTELLECTUAL PROPERTY

1. Total Company Scan reserves the copyright and all other rights of intellectual property rights to the contents of advice, reports, working methods and methods it has methods, as well as any other information and documentation provided by Total Company Scan in any form whatsoever, to which intellectual property rights apply by operation of law information and documentation to which intellectual property rights of Total Company Scan apply by operation of law Total Company Scan.

2. An infringement of the intellectual property rights of Total Company Scan attributable to the Total Company Scan as referred to in the previous paragraph, obliges the Customer to compensate of the damage suffered by Total Company Scan as a result. Furthermore, Total Company Scan shall be entitled to claim immediate cessation and undoing of the infringement in so far as insofar as this is still possible.

ARTICLE 12. | FINAL PROVISIONS

1. All agreements and all legal relationships between the parties ensuing therefrom shall be governed exclusively by Dutch law.

2. The Parties shall not resort to the courts until they have made the best possible efforts to settle the dispute in mutual consultation.

3. Exclusively the competent court within the district of the registered office of Total Company Scan shall be designated to hear any legal disputes court.