



Terms and Conditions

Article 1: Definitions

In these terms and conditions, the following terms are used with the following meanings unless expressly stated otherwise:

Contractor: Measuremen B.V.

Client: The party other than the Contractor

Contract: The mutual agreement between the Client and the Contractor specifying the activities to be performed by the Contractor and the conditions under which it is to be performed.

Article 2: General

1. These conditions also apply to all contracts with the Contractor, which require the involvement of third parties.
2. If one or more provisions in these Terms and Conditions are at any time partially or entirely redundant, the Terms and Conditions shall remain fully applicable. Contractor and Client will then consult with a view to agreeing new provisions to replace the null or void provisions to comply with the intent and purpose of the original provision.
3. If there is uncertainty about the interpretation of one or more provisions within these terms and conditions, the interpretation should take into account the spirit in which these provisions came into being.
4. If there is a situation between parties that is not governed by these terms and conditions, then this situation should be approached in the spirit of these terms and conditions.
5. If the Contractor does not always require strict compliance with these Terms, this does not mean that its provisions do not apply, or that the Contractor loses the right to demand strict compliance as stipulated in these Terms and Conditions.

Article 3: Costing-Quotation-Bid

1. Quotations from the Contractor shall be based on the information provided by the Client. The Client must ensure that, to the best of their knowledge, they have provided all essential information regarding the design, performance and completion of the Contract.
2. The bids made by the Contractor are free of obligation. The bids are valid for 30 days from the date they were issued, unless otherwise stated. Contractor is only bound when acceptance of the bids is confirmed in writing, in the broadest sense of the word, within 30 days, unless otherwise indicated.
3. The prices in the mentioned bids are exclusive of VAT and other charges from the government, as well as any costs incurred under the Contract, including shipping and handling costs, unless otherwise stated.
4. If the Client cancels an accepted offer, the Contractor has the right to charge the entire amount of the bid, to the Client.
5. The Contractor cannot be bound by the bid if the Client can reasonably be expected to understand that the bid, or any part of it, contains a manifest error.
6. If the acceptance differs in detail from the terms stated in the original bid (whether or not in minor points), the Contractor is not bound by it. Unless the Contractor indicates otherwise, there will be no binding contract unless the Contractor openly expresses his acceptance of the deviations in detail in the new terms.
7. A composite bid will not oblige the Contractor to perform part of the Contract for a corresponding part of the stated price.
8. Bids are not automatically valid for future orders



Article 4: Completion of contract

The Client must respond regarding the status of completion of the contract within 30 days of the invoice date. Completion of the Contract is implied if the Client has approved the invoice. If the Client does not respond within this period, the invoice will be deemed to be approved. All items delivered to the Client will remain the property of the Contractor until paid for by the Client.

Article 5: Providing information and cooperation.

The Client shall ensure that all information, which the Contractor indicates is necessary or which the Client should reasonably understand is necessary in order to perform the Contract, shall be provided to the Contractor in good time.

Article 6: Duration of the contract

1. The Contract between the Contractor and the Client is for an indefinite period, unless the nature of the assignment dictates otherwise or if the parties agree otherwise, in writing.
2. If a date/time has been set for completion of particular activities, this is never a fixed term. In the event of a breach of this execution period, the Client must inform the Contractor of the breach in writing. The contractor must be given a reasonable period of time to complete the task in question.

Article 7: Performance of the contract and the involvement of third parties.

1. Contractor will perform his/her contractual obligations to the best of his/her knowledge, expertise and ability.
2. The Contractor has the right to organise that (parts of) the work are performed by third parties, when proper performance of the contract demands it. The Contractor will do this in consultation with the Client.
3. If it has been agreed that the Contract will be executed in stages, Contractor may suspend the execution of those components belonging to a subsequent phase until the Client has met earlier deadlines.
4. If the Contractor or third parties engaged by the contractor, perform the contract at the Client's location or at a location designated by the Client, the Client shall provide free facilities required for those employees.
5. If information required for the performance of the agreement has not been provided to the Contractor in good time, the Contractor has the right to suspend performance of the Contract and / or to charge the Client additional costs, at regular rates resulting from the delay. Performance of the Contract will not commence until the Client has made the data available to the Contractor. The Contractor is not liable for any damages whatsoever when incorrect or incomplete data is provided by the Client.
6. If during the performance of the Contract it becomes necessary to amend or make additions to the Contract, then the parties will agree on a timely and mutual amendment to the agreement. If agreement is amended qualitatively and / or quantitatively owing to the nature, size or content of the agreement, this may have consequences, namely the originally agreed costs can also be increased or decreased. The Contractor will try to provide an estimate of the costs for the amendment of the Contract to be agreed. As a result of an amendment to the agreement, the original Contract's term of duration may also be amended. The Client accepts the possibility of modification of the agreement, including changes in price and term of execution.
7. If the Contract is amended, including an addition to the Contract, then the Contractor is entitled to implement it only after it has been agreed upon by the Contractor or his representative, and the Client has agreed with the price and other terms specified in the amended contract. Non-performance or not immediate performance of the amended agreement does not give rise to breach of contract by the Contractor and does not provide grounds for the Client to terminate or cancel the agreement.



8. The Contractor may refuse a request for amendment of the Contract, without this being a breach of Contract, if this could have qualitative and / or quantitative consequences, for example: in the context of work to be done, or in the procurement of relevant permits.
9. Should the Client be in breach of his obligations toward the Contractor, the Client is then liable for all damages ensuing, directly or indirectly, from the Contractor.
10. However, if the Contractor and Client mutually agree to a fixed fee or fixed price, the Contractor is nevertheless entitled at any time to increase this fee or this price without the Client being entitled to terminate the Contract when reason for the increase in price derives from a legal obligation, or caused by an increase in the price of commodities, wages etc. or for other reasons which were reasonably unforeseeable at the time of entering into the Contract.

Article 8: Changes to Contract. Additional work.

1. The Client accepts that the schedule to perform the Contract may be affected if the parties decide to change the approach, method or scope of the Contract. If changes occur in the performance of the Contract, the Contractor will make necessary adjustments in consultation with the Client. If this leads to additional work, this will be charged to the Client as an additional contract. The Contractor is entitled to charge the Client for the additional costs in performing the additional contract. By way of derogation from paragraph 1, the Contractor may not charge additional costs if the modification or addition of the Contract is due to circumstances attributable to the Contractor.

Article 9: Tariffs

1. If the parties have not agreed otherwise in writing, the Contractor's rate of pay shall be determined on the basis of an hourly rate.
2. The Contractor's rate includes the cost of secretarial work and telephone charges. Travel and subsistence costs are declared in accordance with agreements in the tender. For all quotations, any additional work should be indicated in advance and performed after authorisation from the Client.
3. Amounts quoted in the bid are exclusive of Value Added Tax (VAT) or sales tax.
4. The contractor is entitled to adjust his/her rates annually.
5. Contractor has the right to - without prior written notice- per 1 January of each calendar year, increase the price agreed in the bid in accordance to the rate of inflation as established by the Central Statistics Office (CBS) in the previous year.
6. Contractor will notify the Client in writing of the intention to increase the tariff pursuant to subsection 5. The contractor will mention the extent and date of the increase.
7. If the Client does not wish to accept the price increase announced by the Contractor, the Client is entitled to terminate the Contract within two weeks in writing after the said notice, or to cancel the Contract from the date specified in the notice given by the Contractor informing when the change of tariff would come into effect.

Article 10: Conditions of payment

1. Payment must be made within 15 days of the invoice date, unless it is explicitly agreed to do otherwise by the Client and the Contractor. Objections to invoiced amounts do not postpone the obligation to pay.
2. If payment is not received, before or on, the expiry date, the Client is in breach of Contract and the Contractor has the right to calculate statutory interest on the outstanding sum owed. The interest on the claimable amount will be calculated from the date following the expiry date until full payment has been received. A portion of a month will be considered as the whole month in the aforesaid calculations. The cost of a reminder, notice and summons will then be € 100.00 respectively, charged to the Client. These costs are to cover ensuing administrative costs.

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3. If the payment is delayed for more than 15 days, the Contractor may suspend performance of the contract until payment has been made.
4. In case of liquidation, bankruptcy, seizure or suspension of payment by the Client, the Contractor's claims on the Client are immediately due and payable.
5. In case of failure to fulfill the obligations by the Client, all costs incurred shall be borne by the Client, both judicial and extrajudicial.
6. In the event that Measurements works as a "subcontractor" for a project, all payment terms that are contained in this article will remain in effect. Payment can not to be postponed until the end customer pays.
7. In cases where the Contractor performs the contract as subcontractor, all payment terms that are contained in this article will remain in effect. Payment to Contractor is not subject to the client having deviating agreements regarding payment with his (principal) Client.
8. In the event of delay or cancellation of the Contract the following applies:

Delay

When a project is delayed after the Contract is in force, the Contractor reserves the right to invoice the Client for 75% of the bid.
Canceled project

When a project is canceled after the Contract is in force, the Contractor reserves the right to invoice the following amounts:

When a Contract is canceled within ten business days of the start date, 50% of the total amount will be invoiced

When a Contract is canceled within five business days of the start date, 75% of the total amount will be invoiced

When a Contract is canceled within two business days of the start date, 100% of the total amount will be invoiced.

The above percentages apply only if the inventory and work for the Contract have not yet started. After the inventory has started, no appeal can be made to the above cancellation and the project will be billed 100%.

Article 11 Suspension and Termination of the Contract

1. The Contractor is authorized to suspend compliance with his/her contractual obligations or to terminate the contract in the following circumstances:
 - If the Client does not fully honor his/her obligations within the Contract;
 - If the Contract is in force, but the Contractor has good grounds to fear that the Client will not honor their contractual obligations or there are good grounds to fear that the Client will only comply partially or inadequately, the suspension is allowed only in so far as the incomplete compliance justifies it.
 - If the Client does not fully and timely provide the guarantees promised to seal the Contract.
2. Additionally, the Contractor is authorized to terminate the Contract if circumstances arise which under standards of reasonableness and fairness make it unreasonable for the Contract to remain in force.
3. If the Contract is terminated, the Contractor's claims on the Client are immediately due and payable. If the Contractor postpones compliance with the obligations, he/she retains their claims and rights under the law.
4. The Contractor always reserves the right to claim damages.
5. If the Contractor suspends or terminates the Contract, he/she shall in no way be liable for any subsequent damages and costs.
6. When the termination is attributable to the Client, the Contractor is entitled to compensation for damages, including direct and indirect costs.
7. If the Client fails to fulfill their obligations under the Contract and this justifies the dissolution of the Contract, the Contractor is entitled to terminate the agreement with immediate effect without any obligation on its part to pay any damages or compensation, while the Client, by defaulting on the Contract is liable to pay compensation.
8. If the Contract is terminated by the Contractor, the Contractor will, in consultation with the Client, transfer of work to be done to third parties unless the termination is attributable to the Client. If the transfer of the work for the Contractor entails additional costs, these will be charged to the Client. The Client is obliged to meet these costs within the time limit specified above, unless the Contractor indicates otherwise.
9. If the Client completely or partially cancels an order, the work performed and the items ordered or prepared for that purpose, plus any delivery costs and the time reserved for performance of the Contract will be charged to The Client.

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Article 12: Termination

1. Both parties may unilaterally terminate the Contract
2. The grounds to prematurely terminate the contract must be explained in writing.
3. Upon premature termination by the Client, the Contractor will still charge the entire amount of the bid to the Client.
4. Certain tasks may be waived from the provisions of paragraph 3 if they are specified as such, in writing.
5. Upon premature termination by the Client, the Contractor shall, upon request and in consultation with the Client, arrange for the transfer of work to be done to third parties.
6. If the transfer of work entails additional costs for the Contractor, the additional costs will be charged to the Client.

Article 13: Retention of Title

1. All items delivered by the Contractor, including any designs, sketches, drawings, software, (electronic) files, hardware, etc., remain the property of the Contractor until the Client has fulfilled all contractual obligations towards the Contractor.
2. The Client has no jurisdiction to pledge or object to the aforementioned items whilst they remain under title of the Contractor.
3. If third parties confiscate the items under title of the Contractor, the Client is obliged to inform the Contractor as soon as reasonably expected.
4. In the event that the Contractor wishes to exercise the rights of ownership referred to in this article, the Client shall grant unconditional and irrevocable permission to the Contractor, or to those third parties designated by the Contractor, to enter those places where the property of the Contractor is located and to retrieve those items.

Artikel 14: Complaints

1. The client must notify the contractor as to complaints about the work performed in writing within two weeks after the invoice date, but no later than three weeks after completion of the relevant work. The notice of default must contain as detailed a description of the shortcoming as possible, so that the Contractor is able to respond adequately
2. If a complaint is well founded, the Contractor will still perform the work as agreed, unless this has become a pointless option for the Client. The complaint must be made in writing by the Client to the Contractor.
3. If the completion of the agreed work is no longer possible or useful, the Contractor will be liable only within the limits of Article 16.

Article 15: Return of supplied items

1. If the Client has received item/s from the Contractor in order to perform the Contract, the Contractor is obliged to return the item/s after a written request made within 14 days. The returned item/s should be in their original condition, free of defects and complete. If the Client fails to comply with this obligation, he/she will be liable for all consequential costs.
2. If, for any reason, the client, still fails to comply with the obligation referred to in paragraph 1, the Contractor has the right to damages from the client to reimburse the resulting damage and costs, including the cost of replacement.

Article 16: Liability

1. There is an implied obligation with each Contract accepted by the Contractor for the commitment to use ones best efforts in performing the contract. The Contractor can never be held liable for unsuccessful results. Contractor is solely responsible for any shortcomings in the advice and/or performance of the Contract when the shortcomings are a result of carelessness and ignorance when for example issuing advice.
2. If the Contractor is liable for any damage, then liability is limited to the maximum amount to be invoiced. Liability is at all times limited to the maximum amount payable by the insurer of the Contract.
3. Contractor is solely responsible for direct damage.
4. Direct damage, is defined in these terms and conditions as encompassing the reasonable costs incurred in determining the cause and extent of the damage, any reasonable costs incurred owing to the deficient performance of the Contractor, and the

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cost to rectify this damage in accordance with the level of liability attributed to the Contractor or the reasonable costs incurred to prevent or limit further damage, in so far as the Client demonstrates that these costs have resulted in the limitation of direct damage as provided for in these Terms and Conditions. The Contractor is never liable for indirect damage such as consequential loss, loss of profits, missed tax-savings and damage due to interruption to business.

5. An exception to the provisions of paragraph 2 of this Article exists, namely, liability for a Contract with a term longer than six months shall be limited to the fee portion due over the last six months.
6. In no event may compensation be claimed for damage caused by the Client's loss of revenue (in any manner whatsoever) or indirect damage and consequential loss.
7. Client may make an appeal in writing, concerning defective workmanship of the Contractor, if done within three weeks from the completion of the Contract.

Article 17: Safeguards

1. The Client will indemnify Contractor from any third-party claims relating to intellectual property rights on materials or data provided by the Client for use in performance of their contractual obligations.
2. The Client guarantees that all information provided to the Contractor via servers, electronic files and software etc. is free of viruses and defects.

Article 18: Transition of risk

The risk of loss or damage to the business, which is the subject of the Contract, is transferred to the Client at the moment that the project is legally or factually returned to the control of the Client or a by-the-Client-authorized third party.

Article 19: Force Majeur

1. The parties are not required to comply with any contractual obligation if they are prevented from doing so as a consequence of a circumstance not attributable to fault and which is not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.
2. Force majeure is understood in these terms and conditions to include to all external reasons, foreseeable or unforeseeable, which the Contractor can not influence, and which hinder the Contractor in fulfilling the contractual obligations. Force majeure also includes industrial action, absenteeism, and disability within the workforce of the Contractor.
3. Contractor also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after the Contractor has been required to fulfill his obligations.
4. During the period when the force majeure persists, the parties may suspend their contractual obligations. If this period lasts longer than two months, each of the parties is entitled to terminate the contract, without an obligation to provide compensation for damages to the other party.
5. If at the time of the commencement of force majeure, the Contractor has partially fulfilled or is able to completely fulfill a component of his contractual obligations, and that work has an independent value, the Contractor is entitled to invoice the Client for this work as being independent from the contract. Client is required to honor payment of the aforementioned invoice as if it were a separate contract.

Article 20: Confidentiality

1. It is a compulsory requirement for both parties to maintain confidentiality regarding any confidential information acquired from one another, or from another source involved in the Contract. Information is classified as confidential if notified by the other party or by the nature of the information.
2. If, by virtue of a statutory provision or a court order made by a competent court, the Contractor is obliged to provide confidential information to third parties, and the Contractor may not invoke a legally authorized right to withhold information, the Contractor is not liable for the consequential loss that may ensue. The Client is not entitled to terminate the Contract on account of any consequential loss arising in the aforementioned circumstances.



Article 21: Intellectual property and copyright

1. Without prejudice to the provisions of these Terms and Conditions, the Contractor shall retain the rights and powers of the Contractor pursuant to the Copyright Act.
2. Models, methods and tools designed or applied by the Contractor in the execution of the contract are and remain the property of the Client. However, written consent by the Contractor is required prior to publication, or other forms of disclosure, of the aforementioned models methods and tools.
3. All documents provided by the Contractor, such as reports, advice, assignments, designs, sketches, drawings, software, etc. for the Client, may be used by the Client within their own organization. These aforementioned documents provided by the Contractor may not be disclosed by the Client to third parties without prior consent of the Contractor, unless the nature/purpose of the documents require it.
4. Contractor reserves the right to use the knowledge gained, in carrying out the work, for other purposes, insofar as no confidential information is disclosed to third parties.

Article 22: Miscellaneous

The Client may not offer paid work to any professionals involved in the execution of this contract until two years after completion of the contract. This applies to all offers of paid work, whether or not involving an employment contract. In violation of this rule there is a fine of € 100,000.00, that is: one hundred thousand euros.

Article 23: Dispute resolution

1. In the event of a disputes pertaining to this contract or subsequent agreements related to it, parties will first endeavor to resolve the dispute by means of mediation. The mediation must be in accordance with the rules of the Stichting Nederlands Mediation instituut in Rotterdam which are applicable at the time the mediation commences.
2. If the mediation is unsuccessful in resolving the dispute, the dispute shall be settled by a competent court.

Article 24: Choice of law and forum

The law of the Netherlands is applicable to every contract made between the Client and the Contractor; this also applies when the Client is registered or resident in another jurisdiction.

Article 25: Amendments to the terms and conditions

These terms and conditions are deposited (registered) at the relevant Chamber of Commerce under which the Contractor operates. The terms and conditions which apply to this contract will be those of the registered version at the time when a contract was completed.