

GENERAL AND ADDITIONAL TERMS OF DELIVERY OF TCPM BV,
with its registered office in Apeldoorn, listed in the Commercial Register under number 08049597
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A. PROJECT ASSIGNMENTS

Article 1 - Definitions

In these terms and conditions, the following terms are defined as stated below:

TCPM:	TCPM BV, with its registered office in Apeldoorn, listed in the Commercial Register under number 08049597, including the following subsidiaries, also referred to as the user of these general terms of delivery: <ul style="list-style-type: none">• TCPM Noord B.V., with its registered office in Apeldoorn, listed under number 08180255;• TCPM Oost B.V., with its registered office in Hengelo, listed under number 06065458;• TCPM Zuid B.V., with its registered office in Boxmeer, listed under number 16083521;• TCPM West B.V., with its registered office in Vlaardingen, listed under number 08062146;• TCPM Midden B.V., with its registered office in Apeldoorn, listed under number 08062145;• TCPM Advies B.V., with its registered office in Apeldoorn, listed under number 08180092;• TCPM Engineering B.V., with its registered office in Apeldoorn, listed under number 08180094;• TCPM Invest B.V., with its registered office in Apeldoorn, listed under number 08178403;
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The employee:	every natural person who has entered into an agreement with (a subsidiary of) TCPM under which the assignments given to (a subsidiary of) TCPM are
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performed for a client;

The client: a natural person or a legal entity who has entered into a contract for services with (a subsidiary of) TCPM under which services are provided;

Project assignment: an assignment as part of which the client and the user conclude a contract for services for a specific project in which an employee of the user will be deployed under the management and supervision of the user or the client;

Overtime: work performed in excess of the usual working hours per day;

Conditions: these general terms of delivery of TCPM.

Article 2 – Scope

1. These terms and conditions apply to all offers from TCPM and to all agreements concluded or to be concluded between TCPM and the client with regard to project assignments. The applicability of the general terms and conditions of the client is expressly rejected unless otherwise agreed in writing.
2. Non-recurrent deviations from these general terms and conditions never offer any guarantees or rights for the future.
3. These conditions, as well as the project assignment and agreements related to or ensuing from it, can only be changed and/or supplemented in writing, subject to agreement being reached between TCPM and the client to that end. Verbal announcements, promises or agreements have no binding effect if and as long as they are not confirmed in writing.
4. All offers by TCPM are entirely without obligation unless the contrary has been expressly stated by TCPM in writing.
5. These general terms and conditions can at all times be unilaterally changed by TCPM. TCPM will notify the client of such changes.
6. If any provision of these conditions is found to be void, only the provision in question does not apply. All other provisions will continue to be valid.

Article 3 – (Labour) relations and work

1. The client behaves towards the employee in the same careful manner as he is required to do vis-à-vis his own employees.
2. The client, like TCPM, is obliged to conform to legal obligations applicable within the framework of the project assignment.
3. The work to be performed by the employee at the client will be set out by TCPM in the project assignment, as well as the job title this work is associated to and the location where this work is performed. The client is obliged to correctly and completely inform TCPM about the nature and content of the work referred to here.
4. Notifications, of whatever nature or content, that TCPM and the client make to each other on the basis of the project assignment, are at all times made in writing and sent to the contact persons specified in the agreement, to the (e-mail) addresses stated in said agreement.
5. Unless expressly stated otherwise to the other party in writing in advance, the contact persons referred to in the aforesaid project assignment and their respective substitutes are authorised to bind the party that they represent within the framework of the project assignment.
6. TCPM is at all times authorised to inspect whether the employee's work is in accordance with the descriptions set out in the project assignment. TCPM, on request or otherwise, must be given all cooperation by or on behalf of the client and required by TCPM in order to ensure said inspection is effective.
7. The performance of the work by the employee, which expressly includes participating in training and education, which falls outside the scope of the project assignment, is only permitted after prior written approval obtained by the client from both TCPM and the employee in question. The same applies with regard to the employee performing the agreed work at a location other than stated in the project assignment.
8. The client failing to meet the obligations as described in the previous paragraph or the client failing to do so in time or in full, implies that the client is in default and he must compensate TCPM for any resulting damage or loss. If the employee is incapacitated for work as a direct consequence of the

default on the part of the client, the obligation to pay compensation, in any case, applies throughout the employee's period of illness.

9. Without the written permission of TCPM, the client is not allowed to make the employee available to third parties.

Article 4 – Selection

1. When selecting an employee, TCPM will only be guided by the client's reasonable functional requirements.
2. Requirements set by the client that are not function-oriented, in particular, religion, personal beliefs, political affiliation, gender, race, nationality, sexual orientation, marital status or any other such requirements or characteristics will be disregarded by TCPM.

Article 5 – Confidentiality

1. TCPM undertakes to do everything that is reasonably possible and necessary to ensure confidentiality with regard to all data and knowledge concerning the client's business affairs, of which TCPM and the employee take cognizance when carrying out the assignment.
2. If an employee is under an obligation, either pursuant to a statutory provision or a court order, to disclose confidential information to any third parties designated by law or by the competent court, and the employee cannot invoke any privilege, either statutory or recognised or permitted by the competent court, TCPM will not be under any obligation to pay compensation or indemnification and the client will not be entitled to dissolve the agreement on account of any resulting damage.

Article 6 – Invoicing and payment

1. The client will be invoiced weekly on the basis of time sheets.
2. The client is obliged to settle every invoice submitted by TCPM within 30 calendar days of the invoice date.
3. The invoices submitted by TCPM to the client must at all times be paid in full, without any discount, deduction or set-off.
4. The invoice must give the number of hours spent on the project in question, the agreed rate, the turnover tax due and relevant order numbers unless it concerns an agreed price/contract price that is fixed.
5. In the event of late payment, the client will owe statutory commercial interest from the due date of the invoices up to the day of full settlement within the meaning of Section 6:119a of the Netherlands Civil Code; part of a month is counted as a full month. In the event of late payment, the client, in addition to any costs associated with the legal proceedings, further owes TCPM compensation of 15% of the outstanding invoice amounts, including statutory commercial interest up to the day of full settlement, on account of extrajudicial collection costs.
6. In the event of force majeure, the agreed hours as recorded in the project assignment will continue to be invoiced in full.
7. In the event of late payment, TCPM will be authorised to suspend fulfilment of its obligations under the agreement until the client has fully fulfilled his obligations or has provided sufficient security for this. In the event of late payment, TCPM is also entitled to dissolve the agreement by means of a written statement to the client, after the client has been given written notice of default and the period specified in the notice of default has expired, even if TCPM had initially suspended the fulfilment of its obligations. This does not affect TCPM's right to full compensation for any damage or loss incurred.
8. Only payments to TCPM itself or to a legal entity that is authorised by TCPM to collect the invoice amounts, clear the debt.
9. If the client's creditworthiness gives rise to this, TCPM may require further security before the start of the project assignment, as well as during the term thereof, failing which TCPM may suspend the execution of the agreement.
10. The client must notify TCPM of his objections regarding the invoice in writing, within 8 days of the invoice date.
The client will not be able to derive any rights from objections submitted after the aforesaid period of 8 days. Raising the objections referred to here, as well as expressing complaints regarding any performance of the employee, never lead to a suspension of the client's payment obligation within the payment term referred to in this article.

Article 7 – Rates

1. The rate set at the start of the assignment will be adjusted during the term thereof if the remuneration and other employment conditions of the employee(s) deployed by TCPM rise as a result of a change in position or as a result of general wage increases that TCPM should reasonably grant the employee(s), or that TCPM is obliged to grant as a result of generally applicable governmental measures such as but not limited to changes in social security laws and/or tax legislation with regard to employees.
2. TCPM is entitled to annually adjust the agreed fee at a percentage that is at least equal to the inflation adjustment.
3. The adjusted rate will be charged to the client from the moment of change and will be owed by the client from that time.
4. The extra allowance for overtime and irregular hours amounts to 25% on normal working days, 50% on Saturdays and 100% of the employee's hourly wage on Sundays and public holidays and is factored into the rate in accordance with the arrangements laid down in the assignment.
5. Unless expressly agreed otherwise, the client bears the full costs associated with or arising from the project assignment, which expressly includes the costs of training required by the client, the costs of insurance, travel and accommodation expenses, commuting, work clothing and tools, as well as all other costs to be incurred by TCPM on the instruction of the client for the adequate execution of the employee's work.
6. If training plans are formulated and implemented by the client and TCPM for TCPM's employee working at the client or the employee set to work at the client in the future, the associated costs will be factored into the rate. The required time of the employee for the associated training needs and coaching interviews will be invoiced to the client.
7. All business trips abroad made in consultation within the framework of the work to be performed are subject to TCPM's written approval.

Article 8 – Safety

1. The client undertakes to inform TCPM in writing of the health and safety regulations that must be observed by the employee when carrying out the assignment.
2. The client himself will take all mandatory measures required for the execution of the assignment as stipulated by the health and safety regulations.
3. The client is responsible for providing or making available all materials and any means that are necessary for the execution of the assignment given to TCPM.
4. The client undertakes both to the employee and TCPM to set up and maintain premises, equipment and tools in and with which the work is to be performed by the employee, and to make arrangements and provide instructions regarding the performance of said work, in such a way that the employee is protected against bodily harm, a violation of decency or loss of goods, as can be reasonably required in connection with the nature of the work.
5. The client is further obliged to provide TCPM with information about the required professional qualification timely before the work commences, as well as to provide TCPM with a document containing the specific characteristics and hazards of the work to be performed and that of the workplace to be used.
6. The client, at the request of TCPM, is obliged to admit an employee of the Working Conditions Service of TCPM to his company and to render full assistance in order to ensure that the Working Conditions Service employee can perform his duties.
7. If the client fails to comply with the obligations referred to in the previous paragraphs of this article or if he fails to do so timely or fully, the client will be fully liable for the injury or damage suffered by the employee and is, therefore, obliged to compensate all damage that has been or will be suffered by the employee and/or TCPM as a result of this shortcoming.
8. In the event of an industrial accident involving the employee, the client is obliged to ensure that a report is drawn up in which the circumstances of the accident are recorded in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the accident is the result of failing to take sufficient measures to prevent accidents.
9. The client at all times indemnifies TCPM against claims filed on account of non-compliance with the aforesaid obligations, as well as against any claims that arise from that or in connection with that.

Article 9 – Liability

1. TCPM has taken out professional liability insurance in order to cover its liability, insofar as not excluded. A policy certificate from the insurance can be produced at the request of the client.

2. In the event of an attributable shortcoming on the part of TCPM, TCPM will only be liable for compensation of direct damage or loss if and insofar as this damage or loss is the direct result of intent or wilful recklessness on the part of (the employee of) TCPM. TCPM is never liable for indirect damage or loss such as but not limited to consequential damage, direct trading loss or indirect damage or loss suffered by the client.
3. Direct damage or loss does in, any case, not include direct trading loss, a loss of production, a loss of revenue and/or profit, depreciation of products or costs that would be involved in the execution of the object if there had been no attributable shortcoming.
4. If despite the provisions of previous articles, TCPM is nevertheless liable, that liability will be limited to the amount of the invoice for the project assignment, for at least that part of the assignment to which the liability relates. In no case can TCPM's liability for damage or loss exceed the sum of EUR 1,000,000. However, compensation for damage or loss will only be payable by TCPM if and insofar as this is acceptable in the given circumstances and according to the standards of reasonableness and fairness.
5. The client indemnifies TCPM against all claims from its employees and third parties in relation to the execution of the assignment.
6. The client is liable to TCPM for compensation of damage suffered by TCPM's employee in the performance of his duties and for compensation of damage pursuant to Sections 6:108, 7:611 and 7:658 of the Netherlands Civil Code unless the client demonstrates that he has fulfilled the agreed obligations.
7. TCPM is not obliged to fulfil any obligation if this is not reasonably possible by TCPM as a result of changes beyond its control in the circumstances as they were when the obligation was assumed, which by law or generally accepted principles are not at its risk. TCPM is entitled to claim payment of the fee associated with work that had already been carried out before the circumstance causing the non-attributable failure occurred, insofar as it represents independent value. The client must, in any case, pay the full costs of third parties hired and other costs incurred for him.
8. Any liability of TCPM vis-à-vis the client or any third party expires five years from the day on which the liability arises or manifests itself.
9. In the event of a shortcoming in the performance of the agreement by TCPM, the client can no longer invoke the liability provisions of this article if he has not complained to TCPM in writing within 14 days after he discovered or should reasonably have discovered the shortcoming. Every claim for compensation against TCPM lapses six calendar months after the claim was formed.

Article 10 – Force majeure

1. In the event that the execution of the work by TCPM is temporarily prevented as a result of force majeure, the force majeure will only result in the execution of the work being postponed by TCPM, while this fact will not constitute a reason for the client to not fulfil his payment obligations under the agreement in accordance with the provisions of the agreement.
2. Force majeure is understood to mean circumstances, conditions and/or events that cannot be influenced by any party, that occur due to no fault or negligence of any party and that cannot be avoided or prevented by taking reasonable measures, that temporarily or permanently prevent the fulfilment of any obligation (with the exception of payment obligations) under the agreement, such as trade union strikes, mutiny, quarantine, epidemics, war (declared or otherwise), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other freaks of nature, provided that no cause or contribution has been given to those events. Force majeure is further deemed to include stagnation in the regular course of affairs within the company of TCPM caused by, among other things, the disability or death of the employee carrying out the assignment and a general lack of goods or services required to deliver the agreed performance.
3. In the event that the performance of the work by TCPM is permanently prevented by force majeure, or temporarily prevented by force majeure for a period that is expected to last at least 60 (sixty) days, both parties are entitled to dissolve the agreement. TCPM cannot be held liable for any loss, costs or damage, except for reimbursement of the invoice paid in advance for the period that the work has not been carried out.

Article 11 – Ban on hiring employees

1. The client is not permitted to make a TCPM employee available to third parties himself in whatever form unless TCPM has given its prior written permission. A third party is taken to mean a (legal) person or a legal entity with whom the client is affiliated in a group (of companies).

2. The client is not permitted to employ the employee within 1 year of the employee being assigned by TCPM or to have him perform work and/or activities for the client or for companies who collaborate with the client as part of a group of companies, paid or unpaid, as part of an employment contract or otherwise, directly or indirectly, all this in the broadest sense of the word.
3. When, regardless of paragraphs 1 and 2 of this article, the client employs the assigned employee within 1 year of him being assigned, the client owes TCPM a fee of EUR 30,000, all this without prejudice to TCPM's right to recover the actual damage from the client.

Article 12 – Intellectual property

1. Any designs, drafts, drawings, software and other materials or (electronic) files created by TCPM within the framework of the agreement remain the property of TCPM, regardless of whether they have been made available to the client or third parties.
2. All documents such as designs, sketches, drawings, software, (electronic) files, etc., provided by TCPM are intended for use by the client only and may not be reproduced, published or disclosed to any third parties without the prior permission of TCPM.

Article 13 – Employment abroad

Without prior written permission from TCPM, the client is not permitted to employ a TCPM employee assigned to him outside the Netherlands or to otherwise require or request the employee to move to a place outside the Netherlands in connection with the work to be performed. The client must immediately arrange for the employee to return to the Netherlands as soon as TCPM withdraws its initially granted permission to the client.

Article 14 – Termination

1. Either party will be entitled to dissolve and/or terminate the agreement with immediate effect, without judicial intervention or intervention from arbitrators and without being obliged to pay the other party any compensation, in each of the following circumstances:
 - a) If the other party is in default and remains in default after the defaulting party has been ordered to remedy the defects and 10 (ten) working days have lapsed without the defects having been remedied (and, therefore, the demand/notice of default has not been complied with);
 - b) if the other party is declared bankrupt, applies for or is granted a (provisional) moratorium or otherwise loses the free disposal of his business or assets, without the need for any prior notification.

Article 15 – The processing of personal data

1. When accepting and handling an assignment, it is important that personal data from third parties are exchanged. In order for the transmission of (sensitive) personal data to be made, the client must make this data available to TCPM in a secure manner. Measures include sufficient security of equipment and ensuring sufficiently secured transmission.
2. Under the GDPR (General Data Protection Regulation), TCPM is obliged to protect personal data from the moment that they come under its control until the personal data can be destroyed.
3. After receiving the (sensitive) personal data, TCPM will handle these (sensitive) personal data with due care.
4. TCPM will only share the data with its employees insofar as sharing is necessary to ensure the proper handling of the assignment and to promote the quality of services provided by TCPM.
5. TCPM will never share data with third parties without the express written permission of the client unless the nature of the assignment requires this. In the latter case, your permission is deemed to be included when giving the assignment.
6. During the handling of the case, the personal data are carefully kept at the TCPM office and only moved if proper handling of the file requires this. If the physical file is located outside the TCPM office, TCPM will exercise due care to prevent loss or unlawful processing of personal data.
7. During the statutory retention period, files and personal data will be stored by TCPM both internally and externally. During this period, TCPM will handle the storage and processing of files with due care. If TCPM uses third parties for storage, TCPM will require the third party to apply at least the same level of security.
8. If despite the care taken by TCPM, a data breach nevertheless occurs at TCPM or at one of its auxiliary persons, TCPM will only be liable if the data breach was caused by a lack of security in its systems. Furthermore, in the event of damage or loss, TCPM is only liable for direct damage or loss

caused by the data breach and not for any consequential damage or loss.
First, any liability will be further limited to the fees paid by the customer in the past three months and, second, to the amount paid by the liability insurer of TCPM in the specific case.

Article 16 – Applicable law and choice of law

1. All agreements that are subject to these conditions and all further agreements ensuing from it are exclusively governed by and interpreted in accordance with Dutch law.
2. Differences in opinion between the parties must be resolved amicably as much as possible.
3. All other disputes are exclusively settled by the competent court in the court district of Gelderland, even when the client has its business address abroad.

B. ADVICE**Article 1 - Definitions**

In these terms and conditions, the following terms are defined as stated below:

Advice:	The result of the consultant's efforts;
The consultant:	every natural person who has entered into an agreement with (a subsidiary of) TCPM under which the assignments given to (a subsidiary of) TCPM are performed for a client;
The assignment:	the agreement between the client and TCPM;
The client:	a natural person or a legal entity who has entered into a contract for services with (a subsidiary of) TCPM under which services are provided;
DNR:	The New Rules, DNR 2011 revised (July 2013);
TCPM:	TCPM BV, with its registered office in Apeldoorn, listed in the Commercial Register under number 08049597, including the following subsidiaries, also referred to as the user of these general terms of delivery: <ul style="list-style-type: none">• TCPM Noord B.V., with its registered office in Apeldoorn, listed under number 08180255;• TCPM Oost B.V., with its registered office in Hengelo, listed under number 06065458;• TCPM Zuid B.V., with its registered office in Boxmeer, listed under number 16083521;• TCPM West B.V., with its registered office in Vlaardingen, listed under number 08062146;• TCPM Midden B.V., with its registered office in Apeldoorn, listed under number 08062145;• TCPM Advies B.V., with its registered office in Apeldoorn, listed under number 08180092;• TCPM Engineering B.V., with its registered office in Apeldoorn, listed under number 08180094;• TCPM Invest B.V., with its registered office in Apeldoorn, listed under number 08178403;
Overtime:	work performed in excess of the usual working hours per day;
Conditions:	these general terms of delivery of TCPM.

Article 2 – Scope

1. These conditions, as well as the DNR, apply to agreements under which TCPM provides advice to the client, on a reimbursement basis or otherwise unless expressly agreed otherwise between the parties in writing.
2. Non-recurrent deviations from these general terms and conditions never offer any guarantees or rights for the future.
3. All offers by TCPM are entirely without obligation unless the contrary has been expressly stated by TCPM in writing.
4. These conditions are based on the DNR, yet they prevail over the provisions of said DNR when in addition to or deviating therefrom.
5. The applicability of other purchase conditions or other general terms and conditions of the client is excluded unless expressly accepted by TCPM in writing. General terms and conditions contrary to these terms and conditions are not accepted by TCPM.
6. Deviations from the provisions of these conditions and the DNR must be expressly agreed in writing as part of the (confirmation of) assignment.
7. These general terms and conditions can at all times be unilaterally changed by TCPM. TCPM will notify the client of such changes.
8. If any provision of these conditions is found to be void, only the provision in question does not apply. All other provisions will continue to be valid.

Article 3 – Agreement and labour relations

1. An agreement is concluded subject to written acceptance of the offer made by TCPM. Any additional agreements or changes made later will only bind TCPM after its written confirmation.
2. TCPM reserves the right to refuse instructions, without having to state the reasons.
3. The client, like TCPM, is obliged to conform to the legal rights of the consultant, who carries out work at a client within the framework of the assignment.
4. TCPM will carry out the assignment with due care and at all times provide relevant written advice.
5. If it has been agreed that the assignment will be carried out in phases, TCPM may postpone the provision of advice that belongs to a following phase until the client has approved the results in writing and has paid for the results of the preceding phase.
6. All periods stated by TCPM for the execution of the assignment are indicative and estimated to the best of its ability. If the period is exceeded, TCPM will notify the client thereof in writing as soon as possible.
7. In the event a deadline is exceeded, the client can revoke the assignment without incurring further costs, provided that this is justified according to the standards of reasonableness and fairness. In that case, the client must settle any phases that have already been completed by TCPM.

Article 4 – Confidentiality

1. TCPM undertakes to do everything that is reasonably possible and necessary to ensure confidentiality with regard to all data and knowledge concerning the client's business affairs, of which TCPM and the consultant take cognizance when carrying out the assignment.
2. If a consultant is under an obligation, either pursuant to a statutory provision or a court order, to disclose confidential information to any third parties designated by law or by the competent court, and the consultant cannot invoke any privilege, either statutory or recognised or permitted by the competent court, TCPM will not be under any obligation to pay compensation or indemnify and the client will not be entitled to dissolve the agreement on account of any resulting damage.

Article 5 – Invoicing and payment

1. The client will be invoiced weekly or according to what has been agreed in the confirmation of assignment, on the basis of time sheets.
2. The invoice will state the number of hours spent on the project in question, the rate, the turnover tax due and relevant order numbers unless it concerns an agreed price/contract price that is fixed.
3. An assignment entered into for an agreed price/contract price that is fixed must be paid in parts: 50% upon commencement and 40% once 90% of the assignment has been completed and the remaining 10% after completion of the assignment unless formulated otherwise in the confirmation of assignment.
4. The client is obliged to pay the initial invoice (upon commencement of the assignment) within 8 days after the invoice is sent by TCPM. The other invoices of TCPM must be paid within 30 calendar days of the invoice date.

5. If the client fails to pay the amounts due within the agreed period, the client, without any notice of default being required, will owe statutory interest on the outstanding amount, from the due date of the invoice to the date of full settlement. If after receiving a notice of default the client continues to fail to pay the invoice, the claim can be outsourced, in which case the client, in addition to the total amount owed in that instance, will further be required to pay extrajudicial collection costs, the amount of which is set at 15% of the total fee amount. In addition, the client will owe the full court costs.
6. Only payments to TCPM itself or to a legal entity that is authorised by TCPM to collect the invoice amounts, clear the debt.
7. If the client's creditworthiness gives rise to this, TCPM may require further security before the agreement, as well as during the term thereof, failing which TCPM may suspend the execution of the agreement.
8. The client must notify TCPM of his objections regarding the invoice in writing within 8 days of the invoice date. After the expiry of this period, the client will have forfeited his rights (if any) in this regard. The client will not be able to derive any rights from objections submitted after the aforesaid period of 8 days. Raising the objections referred to here, as well as expressing complaints regarding any performance of the employee, never lead to a suspension of the client's payment obligation within the payment terms referred to in this article.

Article 6 – Rates

1. The rate set at the start of the assignment will be adjusted during the term thereof if the remuneration and other employment conditions of the employee(s) deployed by TCPM rise as a result of a change in position or as a result of general wage increases that TCPM should reasonably grant the employee(s), or that TCPM is obliged to grant as a result of generally applicable governmental measures such as but not limited to changes in social security laws and/or tax legislation with regard to employees.
2. TCPM is entitled to annually adjust the agreed fee at a percentage that is at least equal to the inflation adjustment.
3. If a change and/or addition to the assignment to be agreed between the parties affects the time of completion of the assignment, TCPM will notify the client in writing as soon as possible. If a fixed rate has been agreed for the assignment, TCPM will notify the client in writing in advance if and to what extent a change or addition to the agreement will cause the agreed rate to be exceeded.
4. The adjusted rate will be charged to the client from the moment of change and will be owed by the client from that time.
5. The extra allowance for overtime and irregular hours amounts to 25% on normal working days, 50% on Saturdays and 100% of the consultant's hourly wage on Sundays and public holidays and is factored into the rate in accordance with the arrangements laid down in the assignment.
6. All business trips abroad made in consultation within the framework of the work to be performed are subject to TCPM's written approval.

Article 7 – Liability

1. TCPM has taken out professional liability insurance in order to cover its liability, insofar as not excluded. A policy certificate from the insurance can be produced at the request of the client.
2. In the event of an attributable shortcoming on the part of TCPM, TCPM will only be liable for compensation of direct damage or loss if and insofar as this damage or loss is the direct result of intent or wilful recklessness on the part of (the employee of) TCPM. TCPM is never liable for indirect damage or loss such as but not limited to consequential damage, direct trading loss or indirect damage or loss suffered by the client.
3. Direct damage or loss does in, any case, not include direct trading loss, a loss of production, a loss of revenue and/or profit, depreciation of products or costs that would be involved in the execution of the object if there had been no attributable shortcoming.
4. If despite the provisions of previous articles, TCPM is nevertheless liable, that liability will be limited to the amount of the invoice for the (consultancy) assignment, for at least that part of the assignment to which the liability relates. In no case can TCPM's liability for damage or loss exceed the sum of EUR 1,000,000. However, compensation for damage or loss will only be payable by TCPM if and insofar as this is acceptable in the given circumstances and according to the standards of reasonableness and fairness.
5. The client indemnifies TCPM against all claims from its employees and third parties in relation to the execution of the assignment.

6. The client is liable to TCPM for compensation of damage suffered by TCPM's employee in the performance of his duties and for compensation of damage pursuant to Sections 6:108, 7:611 and 7:658 of the Netherlands Civil Code unless the client demonstrates that he has fulfilled the agreed obligations.
7. TCPM is not obliged to fulfil any obligation if this is not reasonably possible by TCPM as a result of changes beyond its control in the circumstances as they were when the obligation was assumed, which by law or generally accepted principles are not at its risk. TCPM is entitled to claim payment of the fee associated with work that had already been carried out before the circumstance causing the non-attributable failure occurred, insofar as it represents independent value. The client must, in any case, pay the full costs of third parties hired and other costs incurred for him.
8. Any liability of TCPM vis-à-vis the client or any third party expires five years from the day on which the liability arises or manifests itself.
9. In the event of a shortcoming in the performance of the agreement by TCPM, the client can no longer invoke the liability provisions of this article if he has not complained to TCPM in writing within 14 days after he discovered or should reasonably have discovered the shortcoming. Every claim for compensation against TCPM lapses six calendar months after the claim was formed.

Article 8 – Force majeure

1. In the event that the execution of the work by TCPM is temporarily prevented as a result of force majeure, the force majeure will only result in the execution of the work being postponed by TCPM, while this fact will not constitute a reason for the client to not fulfil his payment obligations under the agreement in accordance with the provisions of the agreement.
2. Force majeure is understood to mean circumstances, conditions and/or events that cannot be influenced by any party, that occur due to no fault or negligence of any party and that cannot be avoided or prevented by taking reasonable measures, that temporarily or permanently prevent the fulfilment of any obligation (with the exception of payment obligations) under the agreement, such as trade union strikes, mutiny, quarantine, epidemics, war (declared or otherwise), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other freaks of nature, provided that no cause or contribution has been given to those events. Force majeure is further deemed to include stagnation in the regular course of affairs within the company of TCPM caused by, among other things, the disability or death of the employee carrying out the assignment and a general lack of goods or services required to deliver the agreed performance.
3. In the event that the performance of the work by TCPM is permanently prevented by force majeure, or temporarily prevented by force majeure for a period that is expected to last at least 60 (sixty) days, both parties are entitled to dissolve the agreement. TCPM cannot be held liable for any loss, costs or damage, except for reimbursement of the invoice paid in advance for the period that the work has not been carried out.

Article 9 – Termination

1. Either party will be entitled to dissolve and/or terminate the agreement with immediate effect, without judicial intervention or intervention from arbitrators and without being obliged to pay the other party any compensation, in each of the following circumstances:
 - a) If the other party is in default and remains in default after the defaulting party has been ordered to remedy the defects and (ten) working days have lapsed without the defects having been remedied (and therefore the demand/notice of default has not been complied with)
 - b) if the other party is declared bankrupt, applies for or is granted a (provisional) moratorium or otherwise loses the free disposal of his business or assets, without the need for any prior notification.

Article 10 – The processing of personal data

1. When accepting and handling an assignment, it is important that personal data from third parties are exchanged. In order for the transmission of (sensitive) personal data to be made, the client must make this data available to TCPM in a secure manner. Measures include sufficient security of equipment and ensuring sufficiently secured transmission.
2. Under the GDPR (General Data Protection Regulation), TCPM is obliged to protect personal data from the moment that they come under its control until the personal data can be destroyed.
3. After receiving the (sensitive) personal data, TCPM will handle these (sensitive) personal data with due care.

4. TCPM will only share the data with its employees insofar as sharing is necessary to ensure the proper handling of the assignment and to promote the quality of services provided by TCPM.
5. TCPM will never share data with third parties without the express written permission of the client unless the nature of the assignment requires this. In the latter case, your permission is deemed to be included when giving the assignment.
6. During the handling of the case, the personal data are carefully kept at the TCPM office and only moved if proper handling of the file requires this. If the physical file is located outside the TCPM office, TCPM will exercise due care to prevent loss or unlawful processing of personal data.
7. During the statutory retention period, files and personal data will be stored by TCPM both internally and externally. During this period, TCPM will handle the storage and processing of files with due care. If TCPM uses third parties for storage, TCPM will require the third party to apply at least the same level of security.
8. If despite the care taken by TCPM, a data breach nevertheless occurs at TCPM or at one of its auxiliary persons, TCPM will only be liable if the data breach was caused by a lack of security in its systems. Furthermore, in the event of damage or loss, TCPM is only liable for direct damage or loss caused by the data breach and not for any consequential damage or loss.
First, any liability will be further limited to the fees paid by the customer in the past three months and, second, to the amount paid by the liability insurer of TCPM in the specific case.

Article 11 – Applicable law and choice of law

1. All agreements that are subject to these conditions and all further agreements ensuing from it are exclusively governed by and interpreted in accordance with Dutch law.
2. Differences in opinion between the parties must be resolved amicably as much as possible.
3. All other disputes are exclusively settled by the competent court in the court district of Gelderland, even when the client has its business address abroad.

C. ENGINEERING

Article 1 – Definitions

In these terms and conditions, the following terms are defined as stated below:

TCPM:	TCPM BV, with its registered office in Apeldoorn, listed in the Commercial Register under number 08049597, including the following subsidiaries, also referred to as the user of these general terms of delivery: <ul style="list-style-type: none">• TCPM Noord B.V., with its registered office in Apeldoorn, listed under number 08180255;• TCPM Oost B.V., with its registered office in Hengelo, listed under number 06065458;• TCPM Zuid B.V., with its registered office in Boxmeer, listed under number 16083521;• TCPM West B.V., with its registered office in Vlaardingen, listed under number 08062146;• TCPM Midden B.V., with its registered office in Apeldoorn, listed under number 08062145;• TCPM Advies B.V., with its registered office in Apeldoorn, listed under number 08180092;• TCPM Engineering B.V., with its registered office in Apeldoorn, listed under number 08180094;• TCPM Invest B.V., with its registered office in Apeldoorn, listed under number 08178403;
The client:	a natural person or a legal entity who has entered into a contract for services with (a subsidiary of) TCPM under which services are provided;
The assignment:	the agreement between the client and TCPM;
DNR:	the New Rules, DNR 2011 revised (July 2013);
Engineer:	every natural person who has entered into an agreement with (a subsidiary of) TCPM under which the assignments given to (a subsidiary of) TCPM are performed for a client;

Article 2 – Scope

1. These conditions, as well as the DNR, apply to agreements under which TCPM provides advice, calculations and/or technical systems to the client, on a reimbursement basis or otherwise unless expressly agreed otherwise between the parties in writing.
2. Non-recurrent deviations from these general terms and conditions never offer any guarantees or rights for the future.
3. All offers by TCPM are entirely without obligation unless the contrary has been expressly stated by TCPM in writing.

4. These conditions are based on the DNR, yet they prevail over the provisions of said DNR when in addition to or deviating therefrom.
5. The applicability of other purchase conditions or other general terms and conditions of the client is excluded unless expressly accepted by TCPM in writing. General terms and conditions contrary to these terms and conditions are not accepted by TCPM.
6. Deviations from the provisions of these conditions and the DNR must be expressly agreed in writing as part of the (confirmation of) assignment.
7. These general terms and conditions can at all times be unilaterally changed by TCPM. TCPM will notify the client of such changes.
8. If any provision of these conditions is found to be void, only the provision in question does not apply. All other provisions will continue to be valid.

Article 3 – Agreement and labour relations

1. An agreement is concluded subject to written acceptance of the offer made by TCPM. Any additional agreements or changes made later will only bind TCPM after its written confirmation.
2. With regard to exercising supervision or management of the work and with regard to the execution thereof, the client behaves towards the engineer in the same careful manner as he is required to do vis-à-vis his own employees.
3. The client, like TCPM, is obliged to conform to the legal rights of the engineer, who carries out work at a client within the framework of the assignment.
4. Within this framework, the client is obliged to keep all data of the engineer confidential.
5. The client informs the engineer in writing which natural person or persons are authorised to represent the client.
6. The engineer or TCPM, within a reasonable time after the start of a delay, notifies the client of the date on which the delay started, together with a forecast of the expected delay.

Article 4 – Confidentiality

1. TCPM undertakes to do everything that is reasonably possible and necessary to ensure confidentiality with regard to all data and knowledge concerning the client's business affairs, of which TCPM and the engineer take cognizance when carrying out the assignment.
2. If a consultant is under an obligation, either pursuant to a statutory provision or a court order, to disclose confidential information to any third parties designated by law or by the competent court, and the consultant cannot invoke any privilege, either statutory or recognised or permitted by the competent court, TCPM will not be under any obligation to pay compensation or indemnify and the client will not be entitled to dissolve the agreement on account of any resulting damage.

Article 5 – Invoicing and payment

1. In addition to Article 56, paragraph 1 of the DNR, the client will be invoiced weekly on the basis of time sheets.
2. The invoice will state the number of hours spent on the project in question, the rate, the turnover tax due and relevant order numbers unless it concerns an agreed price/contract price that is fixed.
3. An assignment entered into for an agreed price/contract price that is fixed is invoiced in parts: 50% and 50% once 90% of the assignment has been completed.
4. If the employee cannot work due to incapacity for work, TCPM will not invoice for the duration of the incapacity for work.
5. In the event of force majeure, the rate set will continue to be invoiced in full.
6. The client is obliged to settle every invoice submitted by TCPM within 30 calendar days of the invoice date.
7. If the client fails to pay the amounts due within the agreed period, the client, without any notice of default being required, will owe statutory interest on the outstanding amount, from the due date of the invoice to the date of full settlement. If after receiving a notice of default the client continues to fail to pay the invoice, the claim can be outsourced, in which case the client, in addition to the total amount owed in that instance, will further be required to pay extrajudicial collection costs, the amount of which is set at 15% of the total fee amount. In addition, the client will owe the full court costs.
8. Only payments to TCPM itself or to a legal entity that is authorised by TCPM to collect the invoice amounts, clear the debt.

9. If the client's creditworthiness gives rise to this, TCPM may require further security before the agreement, as well as during the term thereof, failing which TCPM may suspend the execution of the agreement.
10. The client must notify TCPM of his objections regarding the invoice in writing within 8 days of the invoice date. The client will not be able to derive any rights from objections submitted after the aforesaid period of 8 days. Raising the objections referred to here, as well as expressing complaints regarding any performance of the employee, never lead to a suspension of the client's payment obligation within the payment terms referred to in this article.

Article 6 – Rates

1. The rate set at the start of the assignment will be adjusted during the term thereof if the remuneration and other employment conditions of the employee(s) deployed by TCPM rise as a result of a change in position or as a result of general wage increases that TCPM should reasonably grant the employee(s), or that TCPM is obliged to grant as a result of generally applicable governmental measures such as but not limited to changes in social security laws and/or tax legislation with regard to employees.
2. TCPM is entitled to annually adjust the agreed fee at a percentage that is at least equal to the inflation adjustment.
3. The adjusted rate will be charged to the client from the moment of change and will be owed by the client from that time.
4. The extra allowance for overtime and irregular hours amounts to 25% on normal working days, 50% on Saturdays and 100% of the consultant's hourly wage on Sundays and public holidays and is factored into the rate in accordance with the arrangements laid down in the assignment.
5. All business trips, made in consultation and within the framework of the work to be performed, are deemed to have been made on the instruction of and through TCPM.

Article 7 – Liability

1. TCPM has taken out professional liability insurance in order to cover its liability, insofar as not excluded. A policy certificate from the insurance can be produced at the request of the client.
2. In the event of an attributable shortcoming on the part of TCPM, TCPM will only be liable for compensation of direct damage or loss if and insofar as this damage or loss is the direct result of intent or wilful recklessness on the part of (the employee of) TCPM. TCPM is never liable for indirect damage or loss such as but not limited to consequential damage, direct trading loss or indirect damage or loss suffered by the client.
3. Direct damage or loss does in, any case, not include direct trading loss, a loss of production, a loss of revenue and/or profit, depreciation of products or costs that would be involved in the execution of the object if there had been no attributable shortcoming.
4. If despite the provisions of previous articles, TCPM is nevertheless liable, that liability will be limited to the amount of the invoice for the (engineering) assignment, for at least that part of the assignment to which the liability relates. In no case can TCPM's liability for damage or loss exceed the sum of EUR 1,000,000. However, compensation for damage or loss will only be payable by TCPM if and insofar as this is acceptable in the given circumstances and according to the standards of reasonableness and fairness.
5. The client indemnifies TCPM against all claims from its employees and third parties in relation to the execution of the assignment.
6. The client is liable to TCPM for compensation of damage suffered by TCPM's employee in the performance of his duties and for compensation of damage pursuant to Sections 6:108, 7:611 and 7:658 of the Netherlands Civil Code unless the client demonstrates that he has fulfilled the agreed obligations.
7. TCPM is not obliged to fulfil any obligation if this is not reasonably possible by TCPM as a result of changes beyond its control in the circumstances as they were when the obligation was assumed, which by law or generally accepted principles are not at its risk. TCPM is entitled to claim payment of the fee associated with work that had already been carried out before the circumstance causing the non-attributable failure occurred, insofar as it represents independent value. The client must, in any case, pay the full costs of third parties hired and other costs incurred for him.
8. Any liability of TCPM vis-à-vis the client or any third party expires five years from the day on which the liability arises or manifests itself.
9. In the event of a shortcoming in the performance of the agreement by TCPM, the client can no longer invoke the liability provisions of this article if he has not complained to TCPM in writing within

14 days after he discovered or should reasonably have discovered the shortcoming. Every claim for compensation against TCPM lapses six calendar months after the claim was formed.

Article 8 – Force majeure

1. In the event that the execution of the work by TCPM is temporarily prevented as a result of force majeure, the force majeure will only result in the execution of the work being postponed by TCPM, while this fact will not constitute a reason for the client to not fulfil his payment obligations under the agreement in accordance with the provisions of the agreement.
2. Force majeure is understood to mean circumstances, conditions and/or events that cannot be influenced by any party, that occur due to no fault or negligence of any party and that cannot be avoided or prevented by taking reasonable measures, that temporarily or permanently prevent the fulfilment of any obligation (with the exception of payment obligations) under the agreement, such as trade union strikes, mutiny, quarantine, epidemics, war (declared or otherwise), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other freaks of nature, provided that no cause or contribution has been given to those events. Force majeure is further deemed to include stagnation in the regular course of affairs within the company of TCPM caused by, among other things, the disability or death of the employee carrying out the assignment and a general lack of goods or services required to deliver the agreed performance.
3. In the event that the performance of the work by TCPM is permanently prevented by force majeure, or temporarily prevented by force majeure for a period that is expected to last at least 60 (sixty) days, both parties are entitled to dissolve the agreement. TCPM cannot be held liable for any loss, costs or damage, except for reimbursement of the invoice paid in advance for the period that the work has not been carried out.

Article 9 – Warranty

Application and scope

1. TCPM guarantees the client that the technical systems developed and supplied by TCPM, whereby TCPM acts as the main contractor, meet the general quality requirements and expectations as described in the contract for services.
2. TCPM uses a selection from the existing network of suppliers for the production, assembly and installation.

Warranty period

1. After delivery, TCPM issues a six-month warranty on any functional defects of the technical system.
2. This period commences on the date after completion of the Site Acceptance Test (SAT) and in the absence thereof, on the day after completion of the provisions of the contract.
3. Purchase parts are subject to the warranty provisions as applied by the initial supplier of the components.

Execution

1. The client must submit any claims under the warranty to TCPM in writing within 14 days.
2. The client must stop using the technical system concerned immediately after detecting the defect.
3. The client provides TCPM with the option to repair the system.
4. If the claim is justified, TCPM, at its responsibility and expense, will resolve the defect within a reasonable period of time.
5. Costs incurred as a result of unjustified claims will be charged to the client as additional work.
6. In the event of a functional breakdown/defect in the components supplied by TCPM, TCPM (or its supplier) will remedy the problem at the location in question. The costs for repairing this damage are payable by the client.

Excluded from warranty is:

1. all consequential damage or loss, including damage or loss resulting from repairs, damage or loss resulting from operational failures, natural disasters, fire, theft, wars, uprising and force majeure in general;
2. damage or loss as a result of incorrect and improper conduct and use, transport and storage, assembly, mechanical loads and delivery;
3. parts that become defective or damaged due to incompetent use, incorrect handling and/or other external factors such as normal wear and tear.

4. rejection products, impurities between the products and products that are (or become) greasy, magnetic and/or statically charged and which (can) cause malfunctions and reduced yield;
5. any changes made to the system by the Client itself, within the warranty period and without TCPM's formal permission.

Deliveries

1. Deliveries are made Ex Works.
2. The loading, transport, delivery, unloading and installation of the system comes under the full responsibility of the client, for which he must take out insurance himself.

Spare parts

1. Without this being explicitly stated in the offer and/or confirmation of assignment, supplying spare parts is deemed contract extras.
2. The client is free in his of choice of external parties to purchase spare parts, provided that the client opts for parts of at least equivalent quality and functionality.

Maintenance contract

Further guarantees and aftercare are not included in the total price. A maintenance contract and/or possible check-ups after a number of months of production are possible and can be discussed in mutual consultation.

Article 10 – Termination

1. Either party will be entitled to dissolve and/or terminate the agreement with immediate effect, without judicial intervention or intervention from arbitrators and without being obliged to pay the other party any compensation, in each of the following circumstances:
 - a) If the other party is in default and remains in default after the defaulting party has been ordered to remedy the defects and (ten) working days have lapsed without the defects having been remedied (and, therefore, the demand/notice of default has not been complied with)
 - b) if the other party is declared bankrupt, applies for or is granted a (provisional) moratorium or otherwise loses the free disposal of his business or assets, without the need for any prior notification.

Article 11 – The processing of personal data

1. When accepting and handling an assignment, it is important that personal data from third parties are exchanged. In order for the transmission of (sensitive) personal data to be made, the client must make this data available to TCPM in a secure manner. Measures include sufficient security of equipment and ensuring sufficiently secured transmission.
2. Under the GDPR (General Data Protection Regulation), TCPM is obliged to protect personal data from the moment that they come under its control until the personal data can be destroyed.
3. After receiving the (sensitive) personal data, TCPM will handle these (sensitive) personal data with due care.
4. TCPM will only share the data with its employees insofar as sharing is necessary to ensure the proper handling of the assignment and to promote the quality of services provided by TCPM.
5. TCPM will never share data with third parties without the express written permission of the client unless the nature of the assignment requires this. In the latter case, your permission is deemed to be included when giving the assignment.
6. During the handling of the case, the personal data are carefully kept at the TCPM office and only moved if proper handling of the file requires this. If the physical file is located outside the TCPM office, TCPM will exercise due care to prevent loss or unlawful processing of personal data.
7. During the statutory retention period, files and personal data will be stored by TCPM both internally and externally. During this period, TCPM will handle the storage and processing of files with due care. If TCPM uses third parties for storage, TCPM will require the third party to apply at least the same level of security.
8. If despite the care taken by TCPM, a data breach nevertheless occurs at TCPM or at one of its auxiliary persons, TCPM will only be liable if the data breach was caused by a lack of security in its systems. Furthermore, in the event of damage or loss, TCPM is only liable for direct damage or loss caused by the data breach and not for any consequential damage or loss.
First, any liability will be further limited to the fees paid by the customer in the past three months and, second, to the amount paid by the liability insurer of TCPM in the specific case.

Article 12 – Applicable law and choice of law

1. All agreements that are subject to these conditions and all further agreements ensuing from it are exclusively governed by and interpreted in accordance with Dutch law.
2. Differences in opinion between the parties must be resolved amicably as much as possible.
3. All other disputes are exclusively settled by the competent court in the court district of Gelderland, even when the client has its business address abroad.