

## **General Terms and Conditions of Delivery of Gordian Logistic Experts B.V.**

### **0 Definitions**

In these General Terms and Conditions of Delivery, the below-mentioned concepts shall be understood as follows:

- Client: the party giving the commission
- Contractor: Gordian Logistic Experts B.V., to be referred to hereinafter as: "Gordian"
- Order or Contract: the commission contract, in which Gordian Logistic Experts B.V. undertakes towards the Client to perform work.

### **1 Applicability**

- 1.1 These General Terms and Conditions of Delivery shall apply to all consultancy services by Gordian to the Client, except to the extent that the contents of these General Terms and Conditions of Delivery are deviated from in writing in the order confirmation.
- 1.2 These General Terms and Conditions of Delivery shall apply with the exclusion of the General Terms and Conditions of the Client, unless agreed otherwise.

### **2 Offers and conclusion of the Contract**

- 2.1 All offers of Gordian shall be without obligation and shall be valid for a period of 2 months from the date of the offer, unless stated otherwise in the offer.
- 2.2 The Contract shall be constituted by these General Terms and Conditions of Delivery together with the order confirmation and shall be concluded at the moment that Gordian receives the order confirmation signed by the Client. As long as the order confirmation has not been received back, Gordian shall reserve the right to deploy its (staff) capacity elsewhere. The order confirmation shall be based on the information provided by the Client to Gordian. The order confirmation shall be deemed to reflect the Contract correctly and completely.

### **3 Cooperation by the Client**

- 3.1 The Client shall ensure that Gordian is provided in due time with all data and documents that Gordian has said to be necessary or of which the Client should understand in reason that they are necessary for the execution of the Contract.
- 3.2 The Client shall ensure that Gordian is informed without delay of facts and circumstances that may be of importance in connection with the correct execution of the Contract.
- 3.3 The Client shall ensure that Gordian is provided with the necessary office space and all other facilities that in the opinion of Gordian are necessary and useful with a view to executing the Order and that satisfy all the (legal) requirements that are to be made in this respect.
- 3.4 Unless it arises otherwise from the nature of the Order, the Client shall deploy the staff or have the staff deployed that is considered necessary by Gordian to enable Gordian to perform the work. If specific staff is required, this shall be agreed on and laid down in the order confirmation. The Client shall ensure that its staff has the appropriate skills and knowledge to perform the work.
- 3.5 If the cooperation required for the execution of the Order has not been granted or has not been granted in due time by the Client, Gordian shall be entitled to suspend the execution of the Order and to charge the additional fees and costs resulting from the delay to the Client in accordance with the usual rates.

### **4 Execution of the Order**

- 4.1 All work that is performed by Gordian shall be done to the best of its knowledge and ability and in accordance with the requirements of good workmanship. In respect of the intended work, an

obligation shall exist on the side of Gordian to perform to the best of its ability.

- 4.2 Gordian shall determine the manner in which the granted Order is executed and shall take the wishes expressed by the Client as much as possible into account. Gordian shall ensure that the conduct of its staff is in accordance with the work and company rules of the Client, which shall be brought to Gordian's knowledge.
- 4.3 Gordian shall be entitled, after consultation with the Client, to change the composition of the consultants team whilst maintaining the continuity of the work and the required expertise of the team.
- 4.4 Gordian shall start consultations with the Client in due time if it appears necessary to change or supplement the work for adequate execution of the Order. In these consultations, all consequences (including financial ones and those in respect of time planning) of such a change or addition shall be discussed and, if necessary, laid down in writing.
- 4.5 If and in so far as this is required for proper execution of the Order, after prior approval, Gordian may have specific work performed by third parties, for the account and at the risk of the Client.
- 4.6 Because the duration of the Order may be affected by all kinds of factors, the terms within which the work must be completed shall only be considered firm terms if this has been agreed on in writing. Unless it is obvious that execution is not possible, the Contract shall not be dissolved by the Client on account of late completion.

### **5 Fees**

- 5.1 Gordian shall calculate the fee based on (standard) rates as stated in the offer, time units spent and the number of deployed staff. The fee shall be exclusive of accommodation expenses and other order-related costs that shall be calculated separately in so far as they have not been included in the offer. All rates shall be exclusive of turnover tax and other levies that are or may be imposed by the authorities.
- 5.2 The amounts due to Gordian shall be invoiced monthly and retroactively. Gordian shall be allowed to adapt the rates per 1 January of each calendar year. The Client shall be notified of this in writing not later than one month in advance.
- 5.3 A change in request by the Client or a request for additional and/or supplementary work may result in a raise of fee and/or costs connected with the Order.

### **6 Payment**

- 6.1 Payment of both fees and expenses claimed shall take place within 14 days after invoice date by transfer of the due amount to the bank account of Gordian stated on the invoice. If the Client has not paid within this term or has not paid the full amount, the Client shall owe to Gordian, without the need of a further notice of default, interest of 1% per month or part thereof that the Client fails to pay the invoice entirely or partially.  
Costs to be incurred or incurred by Gordian, including extrajudicial costs that have been fixed at 15% of the principal sum with a view to fulfilment of the obligations of the Client pursuant to this Contract shall be borne by the Client and shall be immediately payable to Gordian.
- 6.2 Gordian reserves the right to demand payment or advance payment from the Client, whilst fulfilment of any obligation if Gordian may be suspended until payment has taken place.

### **7 Termination**

- 7.1 Gordian and the Client shall be entitled to terminate the Contract at any time (also, therefore, before the

Order has been executed) by means of a registered letter, with a period of notice of one calendar month.

- 7.2 Either party shall be entitled to terminate the Contract (early) by registered letter without due observance of a period of notice in case the other party is not able to settle its debts or if a trustee, administrator or liquidator has been appointed, the other party reschedules its debts, or stops its activities for any other reason or if the other party considers it probable in reason that one of the abovementioned circumstances will come about for the one party. If, pursuant to this article, Gordian has terminated the Contract, Gordian shall not be obliged to pay any damages and/or costs to the Client.
- 7.3 In case of (early) termination, Gordian shall reserve the right of payment of the claims for expenses incurred for the work performed until then as well as a right to payment of the costs of Gordian due to the transfer of work by Gordian.
- 7.4 If the Client has taken the step of (early) termination, Gordian shall be entitled to compensation of the plausible loss of deployment arisen on its side as well as additional costs that it had to incur in reason due to the early termination of the Contract, unless the termination was based on facts and circumstances that are to be imputed to Gordian.
- 7.5 If, due to a nonattributable failure, Gordian is not able to fulfil its obligations under the Contract or is not able to fulfil them on time, Gordian shall be entitled, whilst the Client shall not be entitled to claim any compensation, to execute the Contract at a later time or, if fulfilment within a reasonable period of time is no longer possible, to dissolve the Contract entirely or partially, again whilst Gordian shall not owe any compensation to the Client.

## **8 Intellectual property**

- 8.1 Gordian shall obtain all intellectual property rights of procedures, know-how, consultancies, products, services and computerized information systems that arise from the execution of the Order, either directly or indirectly.
- 8.2 Any documents provided by Gordian in the framework of the Order, such as reports, consultancies, agreements, designs, sketches, drawings, software, etc. shall remain the property of Gordian and shall be intended exclusively for use by the Client for the objective of the Order. Publication outside of the company of the client and/or the use of (parts of) the aforementioned documents shall only be allowed after written permission of Gordian.
- 8.3 In the Contract, agreements may be included about the usufruct of the product or service developed by Gordian.

## **9 Liability and Indemnity**

- 9.1 If the Client proves that it has suffered a loss due to an attributable failure from the part of Gordian, Gordian shall be liable for that loss up to maximum the amount of the fee that Gordian has received for its work in the framework of the Order.
- 9.2 For Orders with a completion time exceeding six months, a further limitation of the aforementioned liability shall apply, to a maximum of the invoice amount over the past six months. Any claims from

the part of the Client in the sense referred to here shall have been submitted in writing within 3 months after discovery of the damage and not later than 6 months after completion of the Order, failing which the Client shall have forfeited its rights.

- 9.3 Gordian shall never be liable for any other damage than direct damage. Direct damage shall refer here to:
- the reasonable costs that the Client must incur to assure that the performance of the Client complies with the Order;
  - reasonable costs incurred to establish the cause and the scope of the damage;
  - reasonable costs incurred to prevent or limit damage, in so far as the Client can demonstrate that these costs have led to limitation of the direct damage.
- 9.4 The liability of Gordian because of attributable failure in the fulfilment of a Contract shall only come about after the Client has sent Gordian a written notice of default without delay, in which Gordian receives a reasonable term within which Gordian must fulfil its obligations and Gordian has still not fulfilled its obligations within that term. The notice of default shall be as detailed as possible in the description of the shortcoming, so that Gordian has the opportunity to respond adequately.
- 9.5 Gordian shall never be liable of any damage, of whatever nature, that results from an error in the Order that was made because the Client has given Gordian incorrect or incomplete information.

## **10 Confidentiality**

- 10.1 Gordian and the Client undertake to observe confidentiality in respect of all the data received in the framework of the Order and to use these data only for the purpose for which they were provided. The parties shall impose a similar obligation of confidentiality to its staff and any involved third parties.
- 10.2 Notwithstanding the obligation of confidentiality of article 10 paragraph 1, Gordian shall be entitled to mention the main lines of the work performed to (potential) clients of Gordian and only to indicate the experience of Gordian.

## **11 Miscellaneous**

- 11.1 In case these General Terms and Conditions of Delivery and the order confirmation contain mutually contradictory provisions, the conditions included in the order confirmation shall apply.
- 11.2 The Articles 8 and 10 shall remain applicable in full and for an indefinite period of time, also after termination of this Contract.

## **12 Applicable law**

- 12.1 The law of the Netherlands shall apply to all Contracts between Gordian and the Client.
- 12.2 Unless the parties explicitly agree otherwise in writing, any disputes concerning Contracts between Gordian and the Client shall be decided by the competent Court in The Hague.