



**Color
Technology
Consultancy**

When color makes the difference

Address Sisalbaan 5a
2352 AZ Leiderdorp
The Netherlands
Postbus 263
2350 AG Leiderdorp
Tel: +31 6 53 921 615
Email info@coltechcon.com
Web address www.coltechcon.com
Bank ING - BIC INGBNL2A
NL91INGB0006945813
CoC / KvK 64267776
VAT/BTW NL855591973B01
number

GENERAL TERMS AND CONDITIONS

COLOR TECHNOLOGY CONSULTANCY

ARTICLE 1. | DEFINITIONS

In these General Terms and Conditions, the following terms shall be used in the following meaning, insofar from the nature or tenor of the present stipulations it derives not otherwise.

1. CTC: Color Technology Consultancy, the user of these General Terms and Conditions, having its seat of business in Leiderdorp, the Netherlands, registered in the Trade Register under Chamber of Commerce number 64267776.
2. Principal: each natural person, at least acting in the execution of his professional, enterprise, artisanal or trade activity, or legal person with whom CTC has concluded or envisages to conclude an agreement.
3. Agreement: each agreement concluded between the Principal and CTC, with which CTC has committed to the provision of services.
4. Services: all services to be provided and activities to be executed in the framework of the agreement by or on behalf of CTC, which can include without limitation:
 - advice and consultancy services and the composition further thereto of documents such as reports and procedures;
 - participation in a project group directed by or on behalf of the Principal;
 - the giving of courses.
5. Written/in writing: both traditional written communication and digital communication to be stored on a sustainable data carrier, such as e-mail communication.

ARTICLE 2. | GENERAL STIPULATIONS

1. These General Terms and Conditions are applicable to each offer of CTC and each concluded agreement.
2. These General Terms and Conditions are also applicable to agreements for the execution of which third parties are being involved.
3. If and insofar not explicitly otherwise is agreed, the general or otherwise named terms and conditions of the Principal are not applicable to the agreement.
4. From the stipulations in these General Terms and Conditions can solely be deviated in writing. If and insofar what parties explicitly have agreed in writing, deviates from the stipulations in these General Terms and Conditions, then shall apply what parties have agreed explicitly in writing.
5. Invalidation or invalidity of one or more of the present stipulations leaves the validity of the other stipulations unaffected. In a prevalent case parties are obliged to enter into mutual consultation in order to arrange for a replacing regulation with regard to the affected stipulation(s). Thereby shall as much as possible the purpose and the tenor of the original stipulations be observed.

ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

1. Unless a term for acceptance is stated therein, each offer of CTC is non-binding. A non-binding offer CTC can still recall until immediately after acceptance by the Principal.
2. Obvious errors and mistakes in the offer of CTC, do not bind it.
3. From an offer of CTC that is based on incorrect or incomplete data provided by the Principal, the Principal can derive no rights.
4. Agreements are concluded by offer and acceptance. If the acceptance of the Principal deviates from the offer of CTC, then the agreement is not concluded in accordance with this deviating acceptance, unless CTC states otherwise.

5. An offer of CTC can be accepted solely without restriction and without change by the Principal, unless CTC states otherwise.
6. If the Principal concludes the agreement on behalf of another natural or legal person, then he declares at the conclusion of the agreement to be authorised thereto. The Principal is next to this (legal) person jointly and severally liable for all obligations deriving from that agreement.

ARTICLE 4. | CONTENT OF AGREEMENTS IN GENERAL

1. The agreement concerns solely the services that explicitly have been agreed between parties. Notwithstanding the possibility to making further agreements by parties, CTC is never required to provide services that are outside the content or scope of what explicitly is agreed.
2. Execution of agreements takes place within the usual time and as planned for it. If the execution of the agreement must be expedited, the extra-work and/or other possibly made extra costs can be brought into account to the Principal.
3. CTC shall execute agreements to the best of its insights and abilities and in accordance with the requirements of good expertise. Insofar the nature and/or tenor of the legal obligation does not object thereto mandatorily, CTC commits however solely to an obligation to make an effort. Thus CTC can, among others with regard to delivered advices, its participation in project groups, as well as with regard to manufactured project proposals and improvement reports, not warrant that the results will be achieved that the Principal envisages to achieve with the conclusion of the agreement.
4. Also if the agreement has been concluded for a longer duration and/or will be executed to any degree of supervision by the Principal or a third party designated by him, then parties never envisage with the conclusion of an agreement to enter with each other into an employment agreement in the sense of article 7:610 and further of the Dutch Civil Code (BW); parties envisage solely to contract with each other on the basis of a commission agreement in the sense of article 7:400 etc. BW. Also a fictive employment relation of home workers and similar persons as referred to in the articles 2b and 2c of the Dutch Uitvoeringsbesluit Loonbelasting 1965 and the articles 1 and 5 of the Dutch Besluit aanwijzing gevallen waarin arbeidsverhouding als dienstbetrekking wordt beschouwd (resolution of 24 December 1986, Stb. 1986, 655), is excluded. CTC will organise its services independently. However, insofar that is necessary for the execution of the agreement, coordination with the Principal shall take place in case of cooperation with others, so that this shall run to an optimum. If necessary in connection with the execution of the agreement, CTC will align with the working hours at the Principal. CTC is entirely independent in the execution of its provision of services. It provides the services to its own insights and without supervision or management of the Principal. The Principal can however give directions and instructions concerning the result of the commission to be executed by CTC.
5. CTC makes an effort to comply with the execution and (final) delivery terms agreed the between parties, however these terms, unless from the nature or tenor of the agreement it derives mandatorily otherwise, never concern fatal terms. The default of CTC emerges no sooner than after the Principal has declared CTC in default in writing, in which notification a reasonable term is stated within which CTC can comply with the legal obligation after all and the compliance after the expiry of the term last referred to still has remained absent.
6. If CTC for the execution of legal obligations is dependent on data to be provided by the Principal, then execution and (final) delivery terms do not start earlier than after CTC has received these data.
7. If parties after prior consultation involve third parties in the execution of the agreement, or the Principal independently involves third parties in the execution of the agreement, then CTC is never liable for damages emerged as a consequence of shortcomings imputable to these third parties. The previous does not affect the limitation of the risk liability of CTC for its non-subordinate help persons, which limitations derive from the law.
8. The applicability of the articles 7:404 and 7:407 section 2 of the Dutch Civil Code is excluded.

ARTICLE 5. | OBLIGATION OF THE PRINCIPAL

1. If in the framework of the agreement services are provided on the location of Principal, or another location designated by the Principal, the Principal will ensure that CTC can make use free of charge of the facilities present on that location and desired by it in reasonableness.
2. The Principal is required to provide all data, information and documents requested by CTC that can be of importance for the preparation and execution of the agreement, immediately, fully and correct to CTC. CTC relies in the execution of the agreement also on the data, information and documents provided by the Principal. If CTC in accordance with the incorrect or incomplete data, information or documents provided by the Principal gives execution to the agreement, then this cannot be regarded as shortcoming of CTC. If the data, information and documents required for the execution of the agreement are not timely provided to CTC, then CTC is authorised to suspend the execution of the agreement and/or to bring the extra costs deriving from the delay in accordance with the usual rates into account to the Principal.
3. Furthermore, the Principal must inform CTC each time immediately about facts and circumstances that can be of importance in connection with the execution of the agreement. The Principal takes all reasonable measures to optimise the execution of the agreement by CTC.
4. If it is agreed that employees of, or managers within the organisation of the Principal, or third parties involved by the Principal

shall be involved in the execution of the agreement, then the Principal shall warrant that these persons are timely at the disposition of CTC and that they shall grant all cooperation and execute required tasks in order to make a proper execution of the commission by CTC possible.

ARTICLE 6. | RECLAMATIONS

1. The Principal is required to make each complaint regarding the execution of the agreement immediately after establishment, at least the possibility to reasonably establish a defect assumed by him, verbally known to CTC and subsequently to confirm within two days to CTC in writing, in the absence of which it is deemed that CTC has complied with its obligations, the Principal can make no more claim to any shortcoming of CTC and CTC can no longer be held liable for the damages suffered by the Principal.
2. Complaints regarding the height of amounts of the invoices must be submitted within seven days after the date of the invoice in writing to CTC, in the absence of which the right of the Principal to make an objection in that regard, are forfeited.
3. Reclamations of the Principal never suspend his (payment) obligations from the agreement.

ARTICLE 7. | CANCELLATION OF AGREEMENTS

1. In case of entire or partial cancellation of an agreement the Principal must notify CTC thereof in writing and he is liable towards CTC to compensation of missed profits, as well as of the other damages deriving from the cancellation for CTC.
2. If this, in view of the circumstances of the case, among others regarding the grounds that have led to the cancellation and the benefits that CTC enjoys as a consequence of the cancellation, is reasonable, CTC can in deviation of the stipulations in section 1, determine that the Principal as a consequence of the cancellation is only liable to compensation of all expenses reasonably made and still to be made with a view on the execution of the agreement, increased with the fees of CTC proportional to the:
 - Already executed part of the agreement, and;
 - Loss of capacity as a consequence of the cancellation to be made likely by CTC.

ARTICLE 8. | FORCE MAJEURE

1. CTC is not required to comply with any obligation from the agreement if and insofar it thereto is hindered by a circumstance that cannot be imputed to it on the basis of the law, a legal act or in accordance with the opinions current in society.
2. If the compliance with the agreement becomes permanently impossible by Force Majeure, then parties are authorised to dissolve the agreement with immediate effect.
3. If CTC at the time of the emergence of the Force Majeure situation already partially has complied with its obligations or can only partially with its obligations, then it is authorised to invoice the already executed part, respectively executable part of the agreement as if here was an instance of an independent agreement.
4. Damages as a consequence of Force Majeure shall, notwithstanding application of the previous section, never be eligible for compensation.

ARTICLE 9. | SUSPENSION AND DISSOLUTION

1. CTC is, if the circumstances justify so, authorised to suspend the execution of the agreement or to dissolve the agreement with immediate effect entirely or partially, if and insofar the Principal does not, not timely or not fully comply with his obligations from the agreement, or circumstances come to the knowledge of CTC after the conclusion of the agreement give good ground to fear that the Principal shall not comply with his obligations.
2. If the Principal is in a state of bankruptcy, any attachment has been put on his goods, or otherwise cannot freely dispose over his capital, then CTC is authorised to dissolve the agreement with immediate effect, unless the Principal has already provided satisfactory surety for the payments due by him.
3. Furthermore, is CTC authorised to dissolve the agreement if circumstances occur which are of such a nature that compliance with the agreement is impossible or unchanged maintaining thereof in reasonableness cannot be required of him.
4. The Principal never has a claim to any form of compensation of damages in connection with the right of suspension or dissolution exercised by CTC on the basis of this article.
5. Insofar this can be imputed to him, the Principal is obliged to compensate the damages that CTC suffers as a consequence of the suspension or dissolution of the agreement.
6. If CT dissolves the agreement on the basis of this article, then all claims on the Principal shall be payable on demand.

ARTICLE 10. | PRICES, COSTS AND PAYMENTS

1. The offer of CTC states a statement as precise as possible of the price and cost factors, which may include an hourly rate. Travel time will be declared on the basis of half of the applicable hourly rate. Furthermore, the travel and board costs will additionally be for the account of the Principal, which have been specified as precisely as possible in the offer of CTC.
2. If the services have been offered on the basis of subsequent calculation, then the stated prices and costs serve only as a guide price. The hours actually worked by CTC, as well as the costs actually made by CTC shall be charged onward to the Principal.
3. Unless explicitly otherwise stated, all prices stated by CTC are exclusive of VAT.

4. CTC is authorised to execute the agreement in various phases and therewith to invoice the thus executed part separately. In case the agreement has a longer run through time, then CTC shall invoice monthly, unless explicitly agreed otherwise.
5. Unless otherwise stated, payments must take place within 30 days after the date of the invoice, in the manner prescribed by CTC.
6. In case of liquidation, bankruptcy or suspension of payment of the Principal, the claims on the Principal are immediately payable upon demand.
7. If no timely payment takes place, then the default of the Principal emerges by law. From the day that the default of the Principal emerges, he is liable to pay over the outstanding amount an interest of 1% per month, whereby a part of a month will be regarded as a full month.
8. All reasonable costs, both in-court, out-of-court and execution costs, made to obtain amounts due by the Principal, will be for his account.

ARTICLE 11. | LIABILITY AND SAFEGUARD

1. CTC bears, notwithstanding the stipulations in the remainder of these General Terms and Conditions, no liability for damages in connection with or damages that are caused by an incorrectness or incompleteness in the data provided by the Principal, another shortcoming in the compliance with the obligations of the Principal that derive from the law or the agreement or another circumstance that cannot be imputed to CTC.
2. CTC is, towards the Principal, only liable for direct damages as referred to in section 5 that the Principal suffers as a consequence of an imputable shortcoming of CTC in the compliance with its provision of services. Under imputable shortcoming must be understood a shortcoming that a professional colleague acting good and carefully can and should avoid, the one and the other observing normal awareness and the expertise and means required for the execution of the services.
3. Should CTC be liable for any damages, then CTC has at all time the right to repair these damages. The Principal must enable CTC hereto, in the absence of which each liability of CTC in that manner will become void.
4. CTC is not liable for damages that could have been prevented if the Principal had properly followed up the advice and instructions of CTC.
5. CTC is never liable for indirect damages, including suffered loss, missed profits, and damages as a consequence of enterprise stagnation. If despite the stipulations in these General Terms and Conditions after liability of CTC exists, then CTC is solely liable for direct damages. Under direct damages will solely be understood:
 - the reasonable costs for the establishment of the cause and the scope of the damages, insofar the establishment concerns damages that in the sense of these General Terms and Conditions are eligible for compensation;
 - the possible reasonable costs made to let the defective performance of CTC meet the agreement, to the extent that this can be imputed to CTC;
 - reasonable costs, made for the prevention or limitation of damages, insofar the Principal demonstrates that these costs have led to limitation of the damages that in the sense of these General Terms and Conditions are eligible for compensation.
6. The liability of CTC is at all times limited to the invoice value of the agreement, at least to that part of the agreement to which the liability of CTC relates, it being understood that the liability of CTC shall never amount to more than the amount that in the concerned case, on the basis of the liability insurance concluded by CTC, actually will be paid out, increased with the possible own risk of CTC that is applied on the basis of that insurance. In case the agreement has a longer run-through time than six months, shall for the establishment of the invoice value as referred to in the previous sentence, the invoice value over the last six months of the agreement be taken as point of departure.
7. The statute of limitations of all claims and defences towards CTC is, notwithstanding application of the expiry terms as referred to in article 6, one year after the becoming familiar, at least the reasonably possible to become familiar with the claim by the Principal, it being understood that each right to compensation of damages will be regarded as forfeited if 18 months have expired since termination of the agreement and the Principal has not submitted the concerned claim within the term referred to, to CTC.
8. Except for in case of wilful intent or conscious negligence by CTC, the Principal shall safeguard CTC from all claims of third parties, on whichever basis, regarding compensation of damages, costs or interests, connected with the execution of the agreement by or on behalf of CTC.

ARTICLE 12. | SECRECY

1. Unless the Principal gives permission hereto, or if the nature or tenor of the agreement objects against application, CTC shall keep secret all information that is directly connected with (the enterprise of organisation of) the Principal.
2. The Principal is required to keep all advice, knowledge, expertise and documentation that has come to his knowledge by or has been made available by CTC in connection with the execution of the agreement, secret, at least to solely use it for the purpose for which these have been provided.
3. Information is regarded as confidential if this has been reported by parties or if this derives from the tenor of the information.
4. The previous sections are not applicable if a prescription by law or a court ruling obliges one of the parties to the provision of the data referred to in this article to third parties.

5. Parties are required to impose the obligations on the basis of this article on third parties possibly to be involved by them.
6. CTC reserves the right to use the knowledge increased by the execution of the agreement for other purposes, insofar hereby no confidential information (about the enterprise or organisation) of the Principal is brought to the knowledge of third parties.

ARTICLE 13. | INTELLECTUAL PROPERTY, USAGE AND LICENSES

1. CTC or its licensors reserve the copyright and all other rights of intellectual property on the work methods applied by them, ideas, established designs, advices, goods and documentation, the one and the other irrespective of the share in the conclusion of these goods of the Principal self or of third parties involved by him. The exercise of these rights, disclosures or transfers of data therein included, is, notwithstanding the stipulations in the following section, both during as after the execution of the agreement solely reserved to CTC or its licensors.
2. The Principal obliges to apply the goods as referred to in the previous section only for own use and only insofar this is necessary in view of the nature and tenor of the agreement. The Principal shall not make these goods, in whichever manner, either against compensation, or for free, available to third parties, or in whichever other manner act or omit to act, so that third parties can dispose here over otherwise than in connection with application of the previous sentence.
3. The Principal loses the right of use with regard to documentation delivered by CTC for as long as he is in default with the satisfaction of any claim payable upon demand towards CTC.

ARTICLE 14. | FINAL STIPULATIONS

1. Solely the Laws of the Netherlands are applicable to each agreement and all legal relations deriving therefrom between parties.
2. Prior to turning to the courts, parties are obliged to make an optimum effort to resolve the dispute in mutual consultation.
3. Insofar the law does not deviate there from mandatorily, solely the competent court within the court district of the seat of business of CTC will be designated to take knowledge of court disputes.