



# **TERMS AND CONDITIONS**

**ILEXYS BV**

Version 1 January 2015

ILEXYS BV  
*Exceed Expectations*

## General

**Article 1** These terms and conditions are applicable to every offer and quotation, and to the establishment, content and execution of all contracts entered into between the Client and ILEXYS BV.

**Article 2.** Clauses and agreements that deviate from these terms and conditions are only valid if they have been confirmed in writing by ILEXYS BV.

**Article 3.** All contracts between ILEXYS BV and the Client shall be governed by Dutch law.

**Article 4.** The Client: every natural and legal person who uses the services of ILEXYS BV.

**Article 5.** Costs: all by the Client approved costs paid to third parties by ILEXYS BV, in the context of the fulfilment of the assignment.

## Assignment

**Article 6.** ILEXYS BV will put the content of the assignment in writing on the basis of data collected during conversations with the Client.

**Article 7.** Once the assignment is commissioned, in the form of a cooperation agreement signed by both parties, ILEXYS BV starts the activities as agreed upon by both parties.

**Article 8.** Changing the contents of the assignment is regarded as termination of the existing assignment and the provision of a new assignment.

**Article 9.** By mutual agreement parties can discontinue, modify or suspend activities. ILEXYS BV considers the initial invoice charged, as well as the additional charges as agreed upon by both parties, as compensation for costs incurred. However, this settlement can never be at the disadvantage of ILEXYS BV in terms of compensations as stipulated in articles 18 to 31.

**Article 10.** The assignment is carried out by (or on behalf of) the contractor to the best of its knowledge and ability, and in accordance with the requirements of good workmanship. With the agreement, ILEXYS BV undertakes a best efforts obligation and therefore gives no guarantee on the results of the assignment. ILEXYS BV reserves the right to have certain activities carried out by third parties after consultation with and approval of the Client.

**Article 11.** Any liability of ILEXYS BV for damages, including but not limited to consequential damage, loss of profit, lost savings, damaged or lost data or materials or damage due to business interruption as a result of the services provided by or on behalf of ILEXYS BV is expressly excluded.

**Article 12.** To enable correct execution of the assignment, the Client provides all essential information, documents and data that ILEXYS BV needs in a timely manner. This also applies to the provision of employees by the Client who are or will be involved in the activities of ILEXYS BV. If requested by ILEXYS BV, the Client provides ILEXYS BV free of charge and on location its own workspace with telephone connection and fax and/or data network connection.

**Article 13.** Interim management assignment: the assignment agreement involving the temporary fulfilment of managerial duties with all associated responsibilities and authorities.

**Article 14.** In the case of an interim management assignment, the agreement ends by operation of law after the expiry of the contract period as agreed upon by both parties, without a cancellation being required by one of the parties. An extension of the contract period must be agreed upon by both parties in writing at least one month before the end of the contract period. The extended agreement will be continued under the same conditions, unless both parties have deviated from this in writing.

**Article 15.** The obligations of ILEXYS BV are suspended in the case of force majeure. If the period in which ILEXYS BV cannot fulfil its obligations due to force majeure lasts longer than two months, both parties are authorized to terminate the agreement without there being any obligation for indemnification. Force majeure in this article includes, but is not limited to, illness and / or disability of employees at ILEXYS BV and / or persons working for ILEXYS BV. If, upon the commencement of the force majeure, ILEXYS BV can already partially fulfil its obligations, it is entitled to invoice the executed or executable part separately and the Client is obliged to pay this invoice.

**Article 16.** Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other under the agreement.

**Article 17.** Without prejudice to the provisions of Article 16, ILEXYS BV reserves all industrial and intellectual property rights that were developed by or on behalf of ILEXYS BV during the execution of the assignment, or that were previously developed by or on behalf of ILEXYS BV.

## Rates and other conditions

**Article 18.** ILEXYS BV applies a daily rate in accordance with the provisions included in the cooperation agreement.

**Article 19.** ILEXYS BV charges travel hours in accordance with the provisions included in the cooperation agreement.

**Article 20.** ILEXYS BV applies a mileage allowance in accordance with the provisions included in the cooperation agreement.

**Article 21.** ILEXYS BV charges other travel and subsistence expenses on a declaration basis. These expenses are therefore not included in the rates referred to in articles 18 to 20.

**Article 22.** When entering into the contract by signing the cooperation agreement, ILEXYS BV charges a first instalment. This initial fee is determined in consultation with the Client, but will at least amount to one daily rate as referred to in article 18. The initial fee is not deductible.

**Article 23.** ILEXYS BV will invoice additional/less work to the Client based on subsequent calculation.

**Article 24.** Invoicing will take place on a weekly basis, unless otherwise agreed upon in the cooperation agreement.

**Article 25.** All costs incurred for the Client and approved by the Client are charged to the Client by ILEXYS BV.

**Article 26.** The Client is obliged to pay invoices submitted by ILEXYS BV within 14 days after the date on the invoice. The first instalment, as stipulated in Article 22, will be paid immediately upon assignment.

**Article 27.** If an invoice from ILEXYS BV has not been paid within the stipulated period, interest is due on the outstanding amount of 1.5% per calendar month, without a notice of default being required.

**Article 28.** Complaints concerning invoices will be submitted in writing to ILEXYS BV within two weeks after the date of the invoice.

**Article 29.** All costs of collection, including all costs of legal assistance and all extrajudicial costs, shall entirely be borne by the Client.

**Article 30.** Where the arrangements in the contract or in these conditions are not comprehensive, both parties will resolve disputes in accordance with good practice.

## Product liability

**Article 31.** In those cases where the Client adopts the advice of ILEXYS BV on the application of products in the broadest sense of the word, ILEXYS BV is never liable if these products do not meet the stated functionality. ILEXYS BV can also not be held liable for costs of adjustment or repair of the products.

In those cases, the Client can only invoke the product liability of the producer of the delivered product.

ILEXYS BV



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