

Contents

1. Definitions	1
2. Scope	2
3. Conclusion of the Contract.....	3
4. Performance of the Project	3
5. Subcontractors	3
6. Client's obligation	3
7. Fees and expenses	4
8. Intellectual property.....	4
9. Confidentiality.....	5
10. Privacy.....	5
11. Liability	5
12. Indemnification of third parties	6
13. Term and termination	6
14. Independency.....	7
15. Notices	7
16. Observance of legal requirements	7
17. Governing law and jurisdiction	7
18. Force Majeure	7

1. Definitions

In these General Terms and Conditions, the following definitions are applicable:

“Client” means the organisation or company with whom the Contract is entered into.

“Confidential Information” means any information related to the Engagement disclosed by the Client to the Supplier and by the Supplier to the Client, respectively, either directly or indirectly. Confidential Information may include, by way of example but without limitation, products, specifications, formulae, equipment, formulas, models, employee interviews, records, quality monitoring schemes/programs, training materials, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in possession of the Client and the Supplier, respectively.

“Contract” means any agreement between the Client and the Supplier which defines the services to be rendered by the Supplier, as well as the fee schedule for said services. More specifically, the Contract shall consist of

- a) the Quotation, the Purchase Order and the Order Confirmation, as applicable, and
- b) these Terms and Conditions; and
- c) any other documents (or parts thereof) as agreed.

“Force Majeure” means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

“Party” means either the Client or the Supplier, or both, depending on the context, except that ‘Third Party’ means neither the Client, nor the Supplier.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (ref. EU Directive 2016/679).

“Project” means the services to be provided by the Supplier to the Client as specified in the Contract.

“Purchase Order” means the document with which the Client:

- a) acknowledges the acceptance of a specific Quotation from the Supplier ; or
- b) acknowledges to order services from the Supplier as specified in the Purchase Order.

“Quotation” means the proposal from the Supplier to the Client detailing the services offered by the Supplier and the remuneration thereof required from the Client.

“Statutory Interest” means the interest as defined in article 2 of EU Directive 2011/7/EU.

“Subcontractor” means either an affiliate or subsidiary of the Supplier, or an independent contractor, respectively, which is qualified to perform the applicable services as contemplated by the Engagement and the Contract, and has been contracted by the Supplier accordingly, as evidenced by an agreement in writing.

“Supplier” means Qonsult Aero of the Netherlands, registered under number 83001530 of the Chamber of Commerce; including its employees and subcontractors.

2. Scope

2.1 These General Terms and Conditions govern the provision of all services from or on behalf of the Supplier to the Client and apply to all legal relationships between the Supplier and the Client.

2.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client.

Terms and conditions of business of Client do not apply, even if not explicitly stated by Supplier. The terms and conditions presented in this document also apply if Supplier knowingly renders services due that are in conflict with the Client’s terms and conditions of business.

Failure of the Supplier to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of the Client.

Neither the Supplier’s commencement of performance nor the Supplier’s delivery of services shall be deemed or constituted as acceptance of any of the Client’s terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of services by the Supplier, as well as acceptance by the Client of any provision of services from the Supplier shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.

Departures from these General Terms and Conditions are valid solely when so agreed in writing.

2.3 By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and the Supplier, even if this is not expressly stated.

3. Conclusion of the Contract

- 3.1 The Contract only takes effect once both parties have agreed in writing, so either
- a) A Quotation from the Supplier confirmed by a Purchase Order from the Client; or
 - b) A Purchase Order from the Client confirmed by an Order Confirmation from the Supplier.

3.2 A partial confirmation is not considered to constitute a confirmation; any deviation from the Quotation in the Purchase Order, or from the Purchase Order in the Order Confirmation requires acknowledgement from the other party.

4. Performance of the Project

4.1 The Supplier shall determine the manner in which and the person by whom the Project will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by the Client.

4.2 The Supplier shall complete the Project with reasonable skill, care and diligence in accordance with the Contract.

4.3 The Client hereby accepts that the time schedule allocated for the performance of the Project may be subject to change in case of amendment to the Contract and/or the services to be provided thereunder after conclusion of the Contract.

4.4 In case of any change of circumstances under which the Project is to be performed which cannot be attributed to the Supplier, the Supplier may make any such amendments to the Project as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the Client.

4.5 The Supplier may, at its discretion and, where possible, in consultation with the Client, replace the person or persons charged with performing the Project, if and in so far as the Supplier believes that such replacement would benefit the performance of the Project.

4.6 The Supplier shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require.

4.7 The Client has the right to notify the Supplier that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee and the completion date of the Project.

5. Subcontractors

The Supplier shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Project, provided that the Supplier shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Supplier. If requested by the Client, the Supplier shall identify these Subcontractors, specifying in each case their specific expertise.

6. Client's obligation

6.1 The Client shall at all times duly make available to the Supplier all information and documents that the Supplier deems necessary to be able to carry out the Project correctly, in the specified form and manner. Also, the Client shall provide all cooperation required for the proper and timely performance of the Project.

6.2 The Client guarantees that Supplier's employees can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules, and shall indemnify and hold harmless the Supplier against all loss, expense or damage arising from or relating to this guarantee by the Client.

6.3 The Client shall duly inform the Supplier of any facts and circumstances that may be relevant in connection with the execution of the Contract.

7. Fees and expenses

7.1 The Client shall pay to the Supplier fees at the rate specified in the Contract.

7.2 Fees are exclusive of Value Added Tax (VAT), unless otherwise stated. VAT, where applicable, shall be shown separately on all invoices.

7.3 Unless otherwise stated in the Contract, the Supplier shall be entitled to be reimbursed by the Client at cost plus 8% handling charge for all traveling and lodging expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as the Client may reasonably require.

7.4 Any additional exceptional expenses necessary for the purpose of the Contract's performance shall only be invoiced after Client's written approval.

7.5 Unless otherwise stated in the Contract, travel time shall be reimbursed at the agreed hourly rate, i.e. as hours worked. The Supplier shall endeavour to utilise travel time to work on the Project.

7.6 Any extra costs arising from or related to any delays in the completion of the Project stemming from the failure of the Client to duly make available to the Supplier the requested information and documentation, shall be fully borne by the Client.

7.7 Unless otherwise stated in the Contract, payment will be made within twenty-one (21) days of receipt of an invoice, submitted monthly in arrears, for work completed.

7.8 In case the Client disputes an invoice:

- a) Client shall provide notice as indicated in article 15 before the end of the payment term as defined in 7.7, specifying and substantiating the reasons for the dispute. After the payment term as defined in 7.7, the invoice is considered undisputed.
- b) Client shall as a minimum pay the undisputed parts of the invoice within the payment terms as defined in 7.7 above.
- c) Client is not entitled to settlement of disputed invoices with other payments due.

7.9 In case of late payment, and if the following applies: (i) the Supplier fulfilled his contractual and legal obligations; and (ii) the Supplier has not received the amount due on time, unless the Client is not responsible for the delay, the Supplier is entitled to, without the necessity of a reminder:

- a) Statutory Interest; and
- b) A fixed sum of EUR 100; and
- c) Reasonable compensation from the Client for any recovery costs exceeding that fixed sum and incurred due to the Client's late payment. This could include expenses incurred, inter alia, in instructing a lawyer or employing a debt collection agency.

7.10 Payment shall be into the bank account mentioned in the invoice.

8. Intellectual property

8.1 In case of consultancy services, all results generated by the Supplier in the Project, including reports, other documents and materials, shall become the property of the Client after the agreed price

has been paid in full. The Supplier shall provide all reasonable assistance such that the Client may apply for patents, copyrights and other intellectual property rights in respect of these results. Any extra costs shall be fully borne by the Client, including labour at the agreed fee.

8.2 In case of training services:

- a) The intellectual property remains with the trainer;
- b) Neither the Client nor the individual training participants are allowed to publish or otherwise reproduce the training material, unless specifically authorised by the Supplier in writing.

9. Confidentiality

9.1 The Supplier shall keep secret and not disclose any Confidential Information obtained by him during the performance of the Project. The foregoing shall not apply to information which:

- a) is or becomes part of the public domain without fault on the part of the Supplier;
- b) was already known by the Supplier, other than under an obligation of confidentiality, at the time of disclosure by the Client;
- c) is lawfully acquired by the Supplier from a third party on a non-confidential basis; or
- d) the Supplier is required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.

9.2 Except with the prior written permission of the Supplier, the Client shall not publish or otherwise make available the contents of proposals, reports, presentations, memos, or other communications by the Supplier, unless these have been provided with the intention of providing third parties with the information set out therein. Furthermore, the Client shall not disclose any of the Supplier's methods and work strategies without the Supplier's written permission.

9.3 The provisions of this Article 9 shall apply during the term of the Contract and for a period of five (5) years thereafter.

10. Privacy

Both the Supplier and the Client shall not share Personal Data with each other or with any third party other than when necessary for the performance of the Project or for the fulfilment of a statutory obligation, unless authorised by the other party.

11. Liability

11.1 Except for damages that can be shown to be due to gross negligence or wilful misconduct on the part of Qonsult Aero, or its managerial subordinates or company management, the Supplier shall not be liable for:

- a) loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties resulting from, or partly resulting from, actions or inactions by Supplier;
- b) loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of, or inability to use, the Project results by the Client;
- c) any damages of whatever nature that arise from the fact that the supplier has based himself on incorrect and/or incomplete data supplied by the Client.
- d) indirect damages, including consequential damage, loss of profit, missed savings and damage through stagnation of work;
- e) damages due to infringement upon intellectual property rights of any third party;

- f) any other damages, by way of indemnity or by reason of breach of contract or otherwise, that in aggregate exceed 2500 Euro;

11.2 Direct damages shall exclusively be the reasonable costs to establish the cause and the scope of the damage, insofar as the establishment relates to damages in the sense of these general terms and conditions, any reasonable costs incurred to bring the faulty performance by the supplier in line with this agreement, insofar as these may be attributed to the supplier, and reasonable costs, incurred to prevent or limit the damage insofar as the Client proves that these costs have resulted in a limitation of the direct damages as referred to in these general terms and conditions.

11.3 In deviation of the legal time limits, the time limit of all claims and defences with respect to either Party shall be one year.

12. Indemnification of third parties

1. The Client indemnifies the Supplier against any possible claims by third parties who incur losses in relation to the execution of the agreement and the cause of which cannot be attributed to the Supplier.
2. The Client shall be held to support the Supplier in and out of court in the event that the Supplier is addressed on the grounds of the first paragraph of this article and to immediately take all actions that may be expected from him in such a case. When the Client is in default with respect to taking adequate measures, the Supplier, without any requirement for a notice of default, shall be entitled to proceed thereto himself. All costs and damages on the side of the supplier and third parties resulting thereof, shall fully be to the account and risk of the Client.

13. Term and termination

13.1 Any times or dates set forth in the Contract for provision or completion by the Supplier of the services under the Project are estimates only and shall never be considered of the essence. Furthermore, the parties hereby acknowledge that the time schedule set out for the performance of the Engagement may change during the course of said performance. In no event shall the Supplier be liable for any delay in providing these services.

- 13.2 Either Party may terminate the Contract by notice in writing forthwith in the event the other Party:
- a) is in default with respect to any material term or condition to be undertaken by it in accordance with the Engagement and / or the provisions of the Contract, and such default continues unremedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party;
 - b) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months; or
 - c) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).

13.3 If the Client issues a termination notice, the Client shall be obliged to pay the Supplier a compensation equal to the agreed fees apportioned to the services already rendered by the Supplier, plus any additional costs incurred by the Supplier as a result of said early termination.

13.4 In case the Supplier cannot be reasonably expected to complete the works due to unforeseen circumstances, the Supplier may unilaterally terminate the Contract and the Engagement. The Client shall be liable for payment of an amount corresponding to the fees due for services already

performed, while being entitled to receive the (preliminary) results of the services already performed, without the Client being entitled to derive any rights therefrom.

14. Independency

The Supplier shall perform the Contract as an independent contractor and shall not be the servant or agent of the Client.

15. Notices

Any notice given under or pursuant to the Contract shall be given in writing and shall be given by mail, registered mail or by e-mail transmission to the other party at the addresses mentioned in the Purchase Order, or to such other address as a party may by notice to the other have substituted therefore. Any such notice shall be deemed to have been received on the second (2nd) business day following the date of its mailing if sent by (registered) mail within the Netherlands, on the seventh (7th) business day following the date of its mailing if sent by (registered) mail outside the Netherlands or on the next business day immediately following the date of transmission if sent by e-mail transmission.

16. Observance of legal requirements

16.1 The Supplier shall carry out his obligations under the Contract in a manner that conforms to relevant legal requirements.

16.2 Without prejudice to the generality of Article 16.1, in carrying out his obligations under the Contract the Supplier shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

17. Governing law and jurisdiction

17.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in the Netherlands, and the parties consent to the jurisdiction of the courts there.

17.2 The Contract is governed by and interpreted in accordance with the laws of the Netherlands.

18. Force Majeure

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.