



QUALITY TRACKING GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all offers and Projects of Quality Tracking B.V. ('QT') with regard to Consulting Services provided by Quality Tracking to Customer.

1. Definitions

1.1. Consulting services: All services which are offered in any form (in writing and/or electronically) by Quality Tracking.

1.2. Offer: Every written and/or electronic offer of Consulting Services, including amongst others, response to Request for Information; Request for Proposal or Tender.

1.3. Customer: The potential or existing customer.

1.4. Change Request Procedure: A project procedure whereby QT and the Customer mutually agree in writing on change to, or extension of the contracted Consulting Service and the consequences thereof.

2. Applicability

2.1. These General Terms and Conditions apply to all offers and agreements whereby QT provides Consulting Services to the Customer unless explicitly agreed otherwise between parties. Any purchasing Terms and Conditions or other Terms and Conditions of the Customer are not applicable, unless these are agreed in writing by QT.

3. Types of offer or Agreement

Consulting Services can be offered in the following types:

3.1. Spot Consulting: An offer or agreement of limited scope whereby consultants are made available based on effort only and which is electronically offered, confirmed and agreed with the Customer.

3.2. Effort only engagement: An offer or agreement between Customer and QT for Consulting Services based on effort only in which the type of activities is determined and undertaken under the Customer's responsibility and coordination.

3.3. Consulting service with Deliverable: An offer or agreement between Customer and QT for Consulting Services based on (a) deliverable(s), in which the Terms and Conditions under which QT agrees with the Customer on a specific result.

4. Offers

4.1. All QT offers are valid for 4 weeks as of the date of the offer unless otherwise stated in the offer.

4.2. QT's proposals and offers, including all corresponding documentation, test and demonstration programs, made available by QT, are the property of QT. They may not be copied, nor made available to third parties by Customer without the written permission of QT. If no contract is concluded between QT and Customer, Customer shall return all proposals, offers and further documentation to QT. Customer will derive no further rights therefrom, nor continue to use them.

5. Responsibility of Customer

5.1. Customer is responsible for the choice, use and correct application in its organisation of Consulting Services provided by QT.

6. Contract Duration and Extension

6.1. Each agreement is entered into for the duration mentioned in the Agreement.

6.2. The Agreement ends at the expiration of the duration as referred to in the Agreement, without requiring any notice of termination from either Party.

6.3. Should Customer wish to extend the duration of the Agreement, Customer must inform QT thereof in writing at least one month before the expiration of the Agreement, in which case the Agreement can be extended subject to the approval of QT. QT reserves the right to adjust the Terms and Conditions after consultation with Customer. The extension of the Agreement shall be confirmed in writing.

7. Performance of Consulting Services

7.1. QT shall perform the Consulting Services to be provided with due care in accordance with the arrangements and procedures as laid down in writing in the Agreement with Customer.

7.2. QT shall provide a suitable consultant(s) based on the qualifications required for the service. If desired or necessary, QT can engage a third party.

7.3. Should Customer not be satisfied with the quality of the Consulting Services provided, QT should be informed thereof in writing as soon as possible, but no later than 14 days after Project Accomplishment. At that time, it will be

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Consulting Services Chamber of Commerce Eem- en Flevoland, in consultation with Customer, how and under what conditions rectification or substitution will be arranged.

7.4. QT is not under any obligation to follow directions from Customer that change or supplement the content or scope of the project agreed upon; should, however, these directions be followed, Customer should inform QT thereof in writing and the activities in question will be invoiced additionally in accordance with the QT standard rates.

7.5. Should the Agreement be entered into with a view to execution by a consultant referred to by name, QT can always substitute this person by one or more persons with the same qualifications. Substitution of, and the conditions under which, will take place in mutual agreement. In the event that Customer refuses the offered substitute with equal qualifications, QT reserves the right to terminate the Agreement.

7.6. Leave will take place as much as possible in consultation with Customer. QT reserves the right to apply 20% of the consultant's available regular working time for QT internal purposes.

8. Fees

8.1. The Consulting Services provided to Customer will be invoiced in accordance with the fees mentioned in the Agreement.

8.2. All mentioned rates and prices are exclusive of travel costs, travel time, extra hours spent (over time work), other fees as well as Value Added Tax (VAT) or other levies possibly imposed by the government.

8.3. Travel expenses, travel time and other charges will be invoiced in accordance with the rules set forth in the applicable QT price list, unless otherwise stated in the Agreement.

8.4. In the event that QT has made an offer based partially or in full on an own estimate relating to the type and scope of the Consulting Services and made such known, then QT reserves the right to amend in writing the agreed Consulting Services in consultation with Customer.

8.5. Should invoicing take place in accordance with subsequent costing, QT may adjust the fees stated in the Agreement subject to 30 days' notice in writing, unless otherwise agreed. In case of an increase, Customer may terminate the Agreement in writing within two weeks of the notification. Should Customer fail to do so, the increase becomes effective. QT shall not be

obliged to fulfil the Agreement in case of termination for this reason, nor be held liable for any consequences of the termination.

8.6. In the event that Customer terminates the services, for whatever reason, before completion of the agreed assignment, Customer will owe QT remuneration for all services performed by QT until that moment and all additional costs. QT also has the right to invoice Customer for any days and services already agreed upon or planned.

8.7. Agreements that already have been concluded, for which invoicing takes place on the basis of subsequent costing, may be cancelled in writing by Customer without charge no later than 7 workdays before actual commencement. In the event that the Agreement and/or planned days are cancelled within the 7 workday terms, QT will charge Customer in full for the agreed planned days and services. The date on which QT receives the written cancellation is decisive for the criterion of 7 workdays.

9. Amendments and Additional Work

9.1. Should QT perform services that fall outside the agreed services, at the request of or with the prior approval of Customer, Customer shall pay QT for these services according to the standard QT rates. However, QT is not obliged to comply with such a request and may require that a separate written agreement be concluded in this respect.

9.2. Should the requirements or specifications be extended or changed whether or not via the Change Request Procedure, with regard to those mentioned in the Agreement as described in article 3.3 due to additional or modified requirements of Customer, this will constitute additional work, which will be charged accordingly. In the event that QT considers work to be additional, it will inform Customer thereof as soon as possible. However, QT is not obliged to comply with any Customer request to perform such activities and may require that a separate written agreement be concluded in this respect.

10. Invoicing and Payment

10.1. Customer shall pay all invoices within 14 days of the date of invoice. Payment will take place without any set-off or suspension for any reason whatsoever, except where it is decided by judgment of a Court that Customer has grounds for having a counterclaim capable of being set-off or a reason for suspension. If



Customer does not agree with a QT invoice, this should be communicated by Customer in writing at the latest before the invoice due date.

10.2. Should Customer fail to pay the amounts due within the agreed period, Customer shall owe 1% interest per month on the outstanding amount, without any notice of default being required. If after notice of default Customer still fails to pay, the debt may be given to a third party for collection in which case, in addition to the total payable amount, Customer shall also be obliged to pay extra-judicial collection charges, including attorney's fees, amounting to no less than 15% of the total amount.

10.3. If Customer has been granted a moratorium on payments, provisionally or otherwise, or in the event that the evaluation of Customer's creditworthiness gives rise to this, QT may require Customer to furnish adequate security, in default of which QT may suspend the execution of the Agreement.

11. Dissolution and Termination

11.1. Either Party has the possibility to dissolve the Agreement only if the other Party fails imputably to fulfil the fundamental obligations pursuant to the Agreement after having been given proper and detailed notice of default with a reasonable term to cure the breach.

11.2. QT may terminate the Agreement in full or in part by written notice, without notice of default or judicial intervention, with immediate effect in the event that Customer is granted a moratorium on payments, provisionally or otherwise, if bankruptcy proceedings have been instituted against Customer or if its company is wound up or liquidated. QT shall not be liable for any damages due to this termination.

11.3. Should Customer at the time of dissolution as referred to in section 11.1 or in case of Termination, already have received services for the execution of the Agreement, these services provided, and any corresponding payment obligations will not be subject to nullification. Any amounts invoiced by QT before a dissolution or termination with regard to what has already been provided or delivered for the execution of the Agreement, will remain payable in full and become immediately due and payable at the moment of dissolution or termination.

12. Customer Co-operation

12.1. Customer will co-operate in the execution of the Agreement, and shall undertake all useful and necessary actions on time and provide

data, information, including access or temporary access to the necessary data records and Customer experts and furthermore provide in a timely way all co-operation reasonably needed by QT for the execution of the Agreement.

12.2. If the information necessary for the execution of the Agreement is not made available to QT, or not made available on time or in accordance with the Agreement, or if Customer does not fulfil its obligations in any other way, this could affect the planned time of completion of the agreed Project and the corresponding costs. In any case, QT has the right to suspend the execution of the Agreement and may charge the resulting costs and any idle time according to its standard rates.

12.3. All terms and delivery dates, objectives and/or estimates mentioned by QT in the Offer and/or Agreement or elsewhere have been determined to the best of its knowledge as non-binding estimates, based on data known to QT at the time of the issue of the Offer or conclusion of the Agreement. If any term is exceeded or if objectives cannot be met, QT and Customer will consult as soon as possible. QT has the right to adjust the rates and conditions in either case if it is not to blame.

13. Contact Persons

13.1. Customer and QT shall each designate a contact person and include them in the Agreement. The contact persons will be responsible for a smooth and satisfactory co-operation between Customer and QT as well as for effective internal co-ordination in their own organisation.

14. Working Conditions

14.1. Customer shall provide the QT experts with the necessary facilities and authorisations, such as adequate working space and the necessary materials, including equipment, programming, telephone- and computer time in a timely way, so that they may properly render their services.

14.2. Customer shall provide the QT experts with access to the site where the services are to be rendered, and enable these employees to perform their services under Customer's normal and agreed working conditions.

14.3. The QT experts will observe the current norms and house rules of Customer.

15. Liability

15.1. Should QT, after proper written notice of



default, repeatedly or to a considerable degree fail to meet its obligations, QT's liability shall be limited to the extra costs incurred by Customer that are the direct result of the breach of contract attributable to QT. QT's aggregate liability per Agreement, however, shall be limited to the total amount, excluding Value Added Tax (VAT), paid to QT by Customer for services rendered, with a maximum of £ 5,000. The maximum liability will be reduced by any credits granted by QT. Customer should institute any legal action within one year after the event in question.

15.2. Any further liability of QT for damages suffered by Customer is excluded, irrespective of the way any legal action is instituted, be it for breach of contract, tort or otherwise. QT is in no event liable for damages caused by late delivery or late performance of projects. Any liability of QT for business damages, indirect or other consequential damages including loss of profits, loss of anticipated savings or loss of data is expressly excluded.

16. Confidential information

16.1. Both Parties shall treat and keep all information received from the other Party as confidential and secret.

16.2. Customer will treat QT quality material, documentation, other material and information received from QT under the Terms of the Agreement in such a way as to prevent any misuse.

16.3. QT and Customer will take all possible measures to protect the confidentiality of any information and data provided by and relating to the other Party's organisation that is confidential.

Quality Tracking B.V.

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17. Copyright

17.1. Copyright with respect to any materials such as analyses, designs, documentation, reports as well as preparatory material developed or made available under the Terms of the Agreement, will be held exclusively by QT, unless otherwise agreed in writing.

17.2. Customer is permitted to materials delivered under the Terms of the Agreement without limitation, only within its own company or organisation.

18. General

18.1. Should QT and Customer amend or supplement the Agreement concluded between them in any way, this must be done in writing.

18.2. The Consulting Services Agreement is independent of other agreements concluded between QT and Customer unless otherwise agreed upon.

18.3. QT is not obliged to fulfil any obligations if this is not reasonably possible due to circumstances beyond its control, such as fires, floods, strike, labour unrest, sickness, government measures, late or non-delivery by suppliers of QT, or any other cause beyond its control.

18.4. All agreements between QT and Customer are governed by English law.

18.5. In the event of any dispute, Parties will try to reach an amicable solution. If this cannot be reached, the dispute will be decided by a com