

GENERAL TERMS AND CONDITIONS

1. Definitions

In these terms and conditions the following expressions shall have the following meanings:

- A-More Consulting Group, further referred to as “AMCG”, is a trademark of A-More Consulting Group BV, Haarlem, The Netherlands (registered 71353364 at the Dutch Chambre of Commerce).
- “Client” means a customer of AMCG;
- “Contract” means the contract for the sale and purchase of services or products to which these Terms and Conditions are applicable;
- “Price” means the price for services or products stated in the Contract;
- “Confidential Information” means information, data, knowledge and materials regardless of origin or form, transmitted to either party that the disclosing party has identified as being confidential or which, by the nature of the circumstances surrounding the disclosure, should be treated as confidential;
- “Services or products” means the services or products detailed in the Contract. AMCG’s focus is to deliver innovation consultancy and conceptual development.

2. Offers and Tenders

- a. All offers shall be free of obligation unless the offer contains an acceptance term.
- b. The offers made by AMCG shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. AMCG shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.
- c. The prices given in above-mentioned offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment, travel, hotel and administration costs, unless AMCG indicates otherwise.
- d. If the acceptance deviates (on secondary items) from the offer given, AMCG shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless AMCG indicates otherwise.
- e. A compound quotation shall not oblige AMCG to execute part of the assignment against a corresponding part of the given quotation.
- f. Offers and tenders shall not apply automatically to future assignments.

3. Services and Products

In order to provide its clients with the highest quality services and products, on-time and within budget, AMCG has based a proposal on the following assumptions:

- a. AMCG and client will work collaboratively to compose perspectives, transform issues and create solutions”.

- b. Scope changes may affect the timeline and costs associated with the estimates provided. Every effort will be made to inform the client as soon as possible regarding any changes to the project’s timeline and costs.
- c. AMCG agrees to provide the Client with services or products as set out in the Contract;
- d. The Client is responsible for ensuring the services or products are suitable for its requirements;
- e. These Terms and Conditions apply to all Contracts for the supply of services or products by AMCG to the Client;
- f. Any assessment, quick scan, review and investigation will culminate in a final report, which AMCG will present to the Client team on completion. However, if any significant issue is identified this will be reported immediately to the nominated contact of the Client and a course of action will be agreed;
- g. Both parties acknowledge and agree that in providing the services or products, AMCG is an independent contractor and shall not be considered the Client’s agent, partner or employee;
- h. Any changes to the Contract shall be agreed in advance between the parties in writing.

4. Conditions of Payments

- a. Payment must be made within the period after invoice date, as stated on the invoice. Contestation of the amount according to the Contract shall not suspend the fulfillment of the payment obligation;
- b. Taxes are not included in cost and expense estimates.
- c. Unless otherwise agreed in writing between AMCG and the Client, 35% of the invoicing will be done when the assignment starts, 35% during the contract phase and the remaining 30% upon final delivery.
- d. Costs of services and products not covered in the contract will be invoiced according to AMCG’s hourly fee of € 150,- if a specific agreement has not been entered regulating these costs.
- e. If Client fails to fulfill his payment obligation within the given term, then client shall be in default by operation of law. In that event, Client shall owe an interest of 5% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the Client is in default until the moment he has paid the amount in full;
- f. If the Client fails to pay AMCG any sum due by the date set on the Contract, AMCG shall be entitled to terminate the Contract and suspend provision of any services or products supplied to the Client;
- g. in the event that the Client’s procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the services or products are rendered;

5. Warranty

- a. AMCG represents and warrants that it will use its reasonable endeavours to ensure that any work carried out for the Client will be carried out with reasonable skill, care and diligence in a professional manner and that all of AMCG’s personnel engaged in fulfilling its obligations under this Contract have sufficient qualifications and professional competency and experience to carry out the services under this Contract in accordance with the standards and practices normal for the industry;
- b. Each party warrants that (i) it has the full right and power to conduct its business; (ii) that this Contract has been duly authorised, executed and delivered, and constitutes a valid and binding Contract in accordance with the terms herein; and (iii) neither the execution nor consummation of the services contemplated shall result in the breach or default of any other agreement, order, law, rule or regulation;
- c. All materials and information obtained during the course of the services, together with anything derived from this information and material will be considered confidential and the sole property of the Client or a third party.
AMCG undertakes:
 - d. To use all Information received during the review solely in connection with the project;
 - e. To preserve the secrecy of confidential information;
 - f. Not to disclose confidential Information to any third party without the Client’s prior consent in writing;
 - g. To return to the Client or destroy (at the Client’s option) all confidential information obtained or derived on completion of the services or at the Client’s request (whichever is earlier); and to advise all relevant employees, agents and sub-contractors of their obligations of trust and confidence (including the signing of individual NDA agreements) with respect to any confidential information and to take reasonable steps to ensure compliance by such employees, agents and sub-contractors with the provisions of this undertaking;
 - h. AMCG shall not disclose the making of this Contract with the Client in any journal, magazine or publication or otherwise without the prior written consent of the Client. Both ‘parties’ obligations of confidentiality shall survive termination of this Contract for whatever reason;

6. Proprietary Rights

- a. All services provided by AMCG under this agreement shall be for the exclusive use of client other than for the promotional use of AMCG, unless otherwise required by Client.
- b. Client keeps the IP and copyright on all its information and content (documents, presentations, brochures, technical data, etc) it has submitted to AMCG for assessment and analyses.



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6. Proprietary Rights (continued)

- c. AMCG keeps the IP and copyright on all its source material including but not limited to AMCG' master files programming source code, graphical components, copywrite, concept, design, etc. Ideas which are not accepted, remain the property of AMCG and may be used in the future in course of other assignments.
- d. The client license of AMCG's IP is limited to the Benelux for a periode of two (2) years, unless agreed otherwise and registered specifically.

7. Limitation of Liability

- a. In no event shall AMCG be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or AMCG had been made aware of the possibility of the Client incurring such a loss;
- b. Nothing in these Terms and Conditions shall exclude or limit AMCG's liability for death or personal injury resulting from the AMCG's negligence or that of its employees, agents or sub-contractors.

8. Indemnification

- a. Each party shall indemnify and hold harmless the other party and its Affiliates and their respective officers, directors, employees, partners, agents, successors and assigns from, and shall defend the other against any costs, abilities, damages or expenses (including reasonable fees) arising out of or relating to any third party claim that the services, software, or any work performed by either party, or their agents, consultants or contractors under this Contract infringes the proprietary rights of any third party;
- b. A party seeking indemnification shall:- (i) give the other prompt written notice upon becoming aware of the possibility of a claim; (ii) not make any admission which may be prejudicial to the defence of the claim without the indemnifying party's prior written consent; (iii) allow the indemnifying party exclusive control of the defence or settlement of the claim; (iv) reasonably co-operate, at the expense of the indemnifying party, in the defence of settlement of the claim. If a claim for infringement occurs or is reasonably likely to occur, AMCG will (i) procure for the other party the right to use the item in question; or (ii) replace or modify the item so that it becomes non-infringing. If neither option is reasonably available to AMCG, AMCG may terminate this Contract.

9. Termination

This Contract may be terminated by either party forthwith on written notice should:

- a. The other be in material breach of any of the terms of this Contract and not have rectified the same within 30 days of receiving written notice from the other, specifying such breach and the action considered appropriate to remedy the same;
- b. The other convene a meeting of creditors or pass a resolution for winding up (except in the case of a winding up purely for the purposes of a solvent amalgamation or reconstruction), or have a petition for winding up presented (except as aforesaid) or shall have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets and the same is not discharged within 60 days of such appointment;
- c. The Contract commences from the date of signature and terminates upon completion and the payment of all due fees and expenses;
- d. The termination of aforementioned Contract shall, at all times, be without prejudice to the accrued rights of the parties hereunder including their rights and remedies in respect of breach of Contract and clauses 9.a & 9.b shall survive any termination of the Contract.

10. Confidentiality

- a. All parties involved shall retain in confidence and enforce that its employees, agents and contractors, retain in confidence all confidential information;
- b. The Client shall retain confidential information in a reasonably possible secure manner, in accordance with the practices which are normal for the industry;
- c. Confidential information shall remain the sole property of the disclosing party and shall not be disclosed to any third party, except by written agreement between AMCG and the Client;
- d. This clause remains in effect after termination of the Contract.

11. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control.

12. Procedures

AMCG shall conform to the Client's codes of staff and security practice.

13. Assignments

- a. Neither party may assign, delegate nor otherwise transfer the rights or obligations associated with this Contract, in whole or in part, without the prior written consent of the other party; provided however, no written consent shall be required to assign this Contract to any parent or the wholly owned subsidiary of the party.

- b. Subject to the foregoing, this Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- c. AMCG may sub-contract the performance of part of the AMCG services to other companies or contractors.

14. Waiver

The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions herein.

15. Severability

If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these terms and conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

16. Non-Solicitation

Under no circumstances for the duration of this Contract, and for a period of one year after its termination, will one party recruit and/or offer any employment or consultancy agreement to any of the other party's employees or individual sub-contractors.

17. Governing Law and Jurisdiction

Dutch Law shall be the applicable law of these Terms and Conditions and all parties agree to submit to the exclusive jurisdiction of the Dutch courts.

18. Notice

Except as otherwise provided in this Contract, all notices, consents, or approvals required by the Contract shall be (i) in writing sent by certified or registered mail, postage prepaid, or by electronic mail (confirmed by certified or registered mail) to the AMCG and/or Client registered office or (ii) in any other manner mutually agreed upon by the Parties. Notices shall be deemed effective on the date of mailings.



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