

GENERAL TERMS AND CONDITIONS EMERGE CONSULTING

1 GENERAL

The general terms and conditions of Emerge Consulting are applicable to all quotations, contracts and services provided by Emerge Consulting. Exceptions to these general terms and conditions can only be made by a written agreement. The general terms and conditions prevail above other parties' terms and conditions, unless other written arrangements have explicitly been agreed on.

2 QUOTATIONS

All quotations and offers made by Emerge Consulting are non-committal and are valid for a period of 60 days. Emerge Consulting is only bound to a contractual agreement in case the quotation is confirmed by a written confirmation of the client to whom the quotation was sent. The client is bound to a contractual agreement in case she has granted the order to Emerge Consulting by any means, and when Emerge Consulting has accepted this order. A quotation of Emerge Consulting is based on an optimal co-operation of the clients' employees. The timeframe and due time displayed in quotations usually are not meant as a closed period of time, but as planned periodic visits of (full) working days.

The activities agreed upon can be executed in a phased and scheduled plan of action. This is done in co-operation with the client. The forthcoming of projects is depending on various aspects, but the planned date of project delivery will always be strived for.

3 CONTRACTS

Contractual agreements for project execution are settled by:

- Written order confirmations by e-mail, facsimile and order confirmation letters.
- Mutual agreements following from conversations and telephone calls.
- Mutual agreements coming forward directly from ongoing co-operation between client and Emerge Consulting, such as extra works and new projects agreed.

Changes in contracts agreed upon can only be made after discussing them. These changes have to be registered. Extra works will be notified by Emerge Consulting prior to executing and invoicing them. The client is assumed to agree to execution of these extra works, unless a formal objection is made within 8 calendar days after notification of the extra works.

4 CLIENT'S OBLIGATIONS

The client ensures Emerge Consulting can execute the activities agreed upon without any delay. All required facilities such as work space, availability of employees and necessary information will be taken care for. Any extra costs caused by delay due to unavailability, late cancellation of appointments, overdue activities etcetera are to be taken care for by the client. Of appointments that are cancelled within one week to that appointment a cancellation fee of 50% of the planned consultancy costs will be charged.

This agreement is intended for use where the consultancy services are delivered at the client's premises, usually as part of the client's management team or a project team. Emerge Consulting has been engaged to provide particular management skills to a specific project or task and will work with other members of the client's staff at the client's premises. The period of engagement can be either fixed or on-going (with a specified notice period). A particular consultant can be named but the document also allows Emerge Consulting to provide a different representative, on mutual agreement between the parties.

5 QUALITY AND INTEGRITY

Emerge Consulting tries everything to perform all tasks agreed upon in the best possible manner, using our best vision, craftsmanship and best practices. Emerge Consulting will not divulge to third parties matters confidential to Client (whether or not covered by this Agreement) without Client's explicit permission. Except where specifically agreed otherwise, all material, data, information etcetera collected during the course of the Agreement will remain in the possession of the Client and not used without their permission.

6 INTELLECTUAL PROPERTY

All methods and techniques used by Emerge Consulting during projects are intellectual property of Emerge Consulting. A client can never forbid Emerge Consulting to use these methods and techniques for other clients of Emerge Consulting.

7 RECLAMATIONS

Reclamations about the activities of Emerge Consulting have to be formally communicated to Emerge Consulting within eight days after delivering of a project or visit. Eventual reclamations do not overrule the client's obligation to pay outstanding invoices in a timely manner.

8 ACCOUNTABILITY AND INDEMNIFICATION

Emerge Consulting's accountability is restricted to fulfilling the arrangements made by mutual agreement or signed order confirmation for management consultancy services. Emerge Consulting cannot accept accountability and will not be held responsible for any indemnification when:

- A. The results of the management consulting services are used in a different manner by the Client than was intended during the projects and visits.
- B. The results of the consultancy services do not fully meet the client's expectations completely
- C. During the project unforeseen changes occur that force a change of scope, and when these changes could not have been foreseen at commencement of the project.
- D. The client supplies incomplete or wrong information required for the project, which results in project delay or not the expected results.
- E. Timeframes and lead times are not met, and when Emerge Consulting cannot be blamed for causing this delay

Emerge Consulting is accountable for any damage as mentioned above but only to the utmost level of invoices sent in.

9 PRICING AND PAYMENT TERMS

Unless specifically agreed otherwise, invoices will be submitted after each visit by Emerge Consulting and payment made within 14 days. Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed on, in advance, with Emerge Consulting. In case Emerge Consulting is forced to employ a collection agency, all additional cost for debtor collection will be charged to the client.

10 DISPUTES

In case of any dispute we will always try and find a solution in a mutual agreement. In case a mutual agreement to solve the dispute cannot be found, venue for any action or suit brought hereunder or in connection herewith, or relating hereto, shall lie with the federal and state courts of competent jurisdiction located in Den Haag, The Netherlands.

