



TERMS & CONDITIONS OF ATLAS PAINT CONSULTANTS B.V.

Article 1: General

The following general conditions shall apply:

- (A) Contract: The agreement between Client and Contractor under payment of a fee and expenses by the Client for services of the Contractor;
- (B) Principal: the party giving the order;
- (C) Contractor: Atlas paint consultants B.V.;
- (D) Order confirmation: a written document signed by Client and Contractor, possibly including the created documents by the Client or Contractor stated in the order confirmation and General Conditions with the scope of the engagement which describes, the extent of the work performed, and the method of remuneration. To avoid misunderstanding it is stated that an Order confirmation may also be a letter signed by either party, possibly sent by email by the other party. If this or through a clear reference to the other documentation scope of the engagement, to the extent of work performed and the method of remuneration listed contractor and without protest from either party commences with the activities indicated in the letter.

Article 2: Applicability

2.1 These general conditions apply to all legal relationships between Contractor and Client, except where applying laws and regulations these conditions exclude or limit and subject to changes in these conditions, which shall be confirmed by both parties explicitly and in writing.

2.2 To the extent that codes of conduct and professional rules apply for the Contractor, these are also part of the Contract. The Client shall respect the resulting obligations for the Contractor.

Article 3: Conclusion of Contract

3.1 The Contract is concluded at the time the Contractor has received Order Confirmation signed by Client and Contractor or when the Contractor without protest from either party commences the work specified in the Order confirmation when this is only signed by one party. The contents of the Order Confirmation is based on at that time by the Client issued information and Contract accepted is by the Contractor on condition that all information deemed relevant in connection with the execution of the Contract by the Client is timely provided to the Contractor. The Order confirmation is also considered to reflect the assignment correctly and completely.

3.2 The parties are free to prove that the contract has been established in other ways.

3.3 The Assignment shall be performed by the Contractor to the best of his knowledge.

Article 4: Client's obligations

4.1 The Client is obliged to make all required information and documents available on time and in the desired format and manner in which the Contractor and/or Client considers necessary for the proper execution of the Contract and/or Order confirmation.

Furthermore, the Client shall fully cooperate, in any way which is necessary for the proper and timely execution of the Contract/Order Confirmation. This is also the availability of staff of the client, who will be available and the free use of a well-equipped workstation with telephone and internet connection for the duration of the Contract and/or Order confirmation.

Also, the Client shall take care of the accessibility and cleanliness of the object.

4.2. The Client warrants to the Contractor that the employees of the Contractor can work in accordance with applicable occupational health and safety and environmental regulations and codes of conduct used by the contractor during their stay with the client. The Client shall indemnify the contractor in and out of court for all damages and costs, associated with or arising from this warranty.

4.3 The Client is obliged to immediately inform the Contractor of any facts and circumstances of interest in connection with the Contract and/or Order confirmation.

4.4 Implementing extra costs and extra fees out of delay by not, not timely or not properly providing the requested assistance or information and documents shall be borne by the Client.

4.5 If the Client is not the (only) Party interested in the performance of the Contract and/or Order Confirmation by the Contractor, Client guarantees that the other Party has fully agreed with the Contract and/or Order Confirmation and the applicability of these terms and conditions. Failing of the Client to Contractor to do so shall indemnify contractor, of all damages and costs, associated with or arising from breach of this warranty.



4.6 Extra costs and extra fees due to delay by force majeure during travel and accommodation are paid by the Client.

Article 5: Performance of the Contract

5.1 The Contractor shall use its best knowledge and ability, in accordance with professional standards efforts in carrying out the Contract and/or Order Confirmation. Contractor assumes no obligations to the result in itself.

5.2 The Contractor shall determine how and by who the contract is performed, respecting the wishes expressed by Client as much as possible.

5.3 If the conditions under which the Contract and/or Order Confirmation should be performed change after the conclusion and not attributable to the Contractor, the Contractor may make any changes to the Contract and/or Order Confirmation, with the agreed quality or compliance with other applicable standards of service provision of the costs will be charged to the Client. In case such modification leads to more work than this will be confirmed to the Client.

5.4 The Contractor may, if possible after consulting the Client replace the person(s) executing the work.

Article 6: Duration and termination of the Contract

6.1 The duration of the Contract can, except by exertion of the Contractor, be influenced by other factors, including quality of the information that the Contractor receives and cooperation, which the Client or third parties will provide and general slowdown of the project. Both parties are aware that the planning of the Order may be subject to revisions.

Article 7: Termination of Contract

7.1 Parties to the Contract and/or Order Confirmation can unilaterally prematurely Terminate if one of them considers that it cannot be continued or completed in accordance with the Contract and/or Order Confirmation and any subsequent, additional assignment specifications. Such termination shall be disclosed and motivated in writing to the other party.

7.2 In the event of termination of the Contract by Client, Client shall pay the costs equal to the agreed fee calculated on the work done, plus the costs incurred by Except on Assignment basis of the parties or with written

the Contractor.

7.3 The Contractor may call for premature termination of the Assignment when completion of the Contract and/or Order Confirmation by the Contractor cannot reasonably be demanded. Contractor is maintaining entitlement to payment of the invoices for work performed to date, which contributes to the Client subject to the preliminary results made available of the work done so far. To the extent that additional costs are incurred, the Client is owed to the Contractor.

7.4 If either party becomes bankrupt, applies for a moratorium, or cease operations due or the continuation of the Contract conditions cannot reasonably be demanded of the other Party, the other party is entitled to terminate the Contract immediately without losing their rights.

Article 8: Intellectual property

8.1 The Contractor reserves all rights with respect to intellectual products of the mind, which he uses or has used in connection with the implementation of the Client's order, provided the results of law.

8.2 The Client is expressly forbidden to reproduce products, also including specification / contract plans, processes, advice, models, techniques, instruments, (model) Contracts and other intellectual property of the Contractor, in the broadest sense, with or without involvement of third parties, disclose or operate unless these products are explicitly are intended for reproduction and / or disclosure. Disclosure can therefore take place only after obtaining consent. The Client has of course the right to reproduce documents for use in his own organization, as appropriate within the purpose of the Assignment. In case of premature termination of the Contract, the foregoing provisions shall apply.

8.3 The Client is not permitted to issue Tools of those products to third parties, other than to obtain an expert opinion on the execution of the Contract by the Contractor.

Article 9: Attracting and hiring of staff

9.1 The Client is not allowed to hire or otherwise employ any employee from the Contractor during the execution of the Contract and within two years after termination of the Contract .
the Client from its payment, shall be borne by the Client.

approval by the Contractor prior consent. In case of violation the Client shall pay the Contractor a sum payable penalty of six times the gross monthly salary of the employee as most as most recently was charged to the client by the increased by an amount of € 5,000 (five thousand euros) per week that the violation continues - a part of one week will be completed to one full week - which is maximized to increase six times the gross monthly salary of the employee concerned as it was recently by the Contractor, without prejudice to the Contractor's right to claim full compensation, if higher than the aforementioned penalty.

Article 10: Fees

10.1 Unless expressly agreed otherwise, the Contractor's remuneration does not depend on the outcome of the Contract and/or Order Confirmation.

10.2 Office work, secretarial expenses, travel time, travel and subsistence expenses and other mission-related costs from the Contractor shall be passed separately by the Contractor to the Client, unless expressly stated in the Order Confirmation that these costs are included in the fee.

Article 11: Payment

11.1 Payment by the Client, without deduction, discount or settlement, within the agreed terms, but in no event later than thirty days after the invoice date. Payment must be made in Euro currency through payment to a bank account designated by the Contractor.

11.2 If the Client has not paid the Contractor within the period stated in 11.1 The Contractor is entitled, after having demanded his Client at least once to be paid, without further notice and without prejudice to other rights of the Contractor, to charge an interest rate due legal to the Client until the date of full payment.

11.3 If the financial position or payment of the Client to Contractor's opinion is doubtful, the Client Contractor has the right to demand an immediate (Additional) security in a form to be determined by the Contractor. If Client fails to provide security, the Contractor may, without prejudice to its other rights, immediately suspend the further execution of the Contract, and that the Client for whatever reason, is immediately due and payable.

11.4 All reasonable judicial and extrajudicial costs incurred by the contractor as a result of breach by the Client of its payment obligations shall be borne by the

Client.

11.5 In the event of a joint assignment the Clients , if the work for the joint clients are made jointly, are all liable for payment of the invoice amount.

Article 12: Delivery

12.1 If the Client is an advance payment or to the implementation of necessary information and / or materials to make available, then the period within which the Contract shall be completed not earlier than after the payment has been received or of the information and / or materials.

Article 13: Liability

13.1 If the Client proves that damage is suffered by a failure of the Contractor the Contractor is only liable for those damages, if and insofar as this is the result of failure to comply by the Contractor of the care, expertise and professionalism that the execution of the contract may be trusted, and then to a maximum of the amount of the fee received for the relevant Assignment.

For assignments, which runs for more than half year, is a further limitation of this liability which is limited to the fee for the last six months.

The liability insurance as specified above does not apply if the damage was caused by the wilful misconduct or gross negligence of the Contractor.

13.2 The Client shall indemnify the Contractor from claims by third parties for damages which are caused as result of the client providing to contractor incomplete or incorrect information and/or cooperation, unless client shows that the suffered damage has no relation with action or neglectance from his side or is caused on purpose or gross ignorance of the Client.



13.3 in paragraph 1 and 2 of this provision laid down liability limit is also stipulated benefit of third parties engaged by the Contractor, which therefore directly invoke this limitation of liability.

13.4 Contractor is not responsible for the proper, confidential and complete transmission of the content in a sent e-mail, nor for the timely receipt of them.

Article 14: Expiry date

14.1 As far as otherwise stated in these terms and conditions, rights of action and other enjoyed by the Client for whatever reason towards the Contractor in connection with the performance of work by the Contractor at least one year after the date Client became aware or could reasonably be aware of the existence of such rights and powers.

Article 15: Conversion, conflicts with Confirmation

15.1 In the event these Terms and Conditions are in conflict with contract provisions, the contract conditions prevail.

Article 16: Applicable law and jurisdiction

16.1 On all agreements between the Client and Contractor, Dutch law is applicable.

16.2 All disputes related to agreements between Client and Contractor to which these conditions apply and are not within the competence of the sub district court, will be settled by the competent court in the district in which the Contractor is domiciled.

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