

GENERAL TERMS AND CONDITIONS CLOUD NINE BV

1. SCOPE AND GENERAL TERMS AND CONDITIONS

Subject to written agreement, in which these general terms and conditions are explicitly deviated from, all activities and assignments are only accepted and executed under the following terms and conditions.

These terms and conditions are deemed to be known and accepted by the client, who waves his own general terms and conditions, and to govern all the business relations between the parties, not only concerning the assignment on the occasion of which the general terms and conditions will be notified, but also for all other new offers, assignments and contracts; if the parties wholly or partly deviate from these terms and conditions explicitly and in writing with regard to one or more of the specific assignments, the terms and conditions between the parties remain in force for the other articles and previous or future offers, assignments and agreements.

In all cases in which the client does not give the assignments to CLOUD NINE bv itself but via a third party, the client is fully liable for all obligations arising from the current terms and conditions.

The assignments contained under these general conditions can include i.a. following activities (but are not restrained to these activities):

- * executing (internal) audits
- * providing advice about and/or prepare and/or accompany the implementation of management systems
- * organizing training for mentioned framework
- * preparing of and/or guidance during implementation of management systems and/or training in that framework

2. EXECUTION

2.a Obligations in respect of CLOUD NINE bv

CLOUD NINE bv undertakes to perform the entrusted tasks to the best of its abilities in accordance with the rules and with respect of the applicable law.

Therefore, the client shall provide CLOUD NINE bv with all useful and necessary current information and documentation in due time.

Specific obligations in respect of CLOUD NINE bv have been included in the offer(s) accepted by the client, of which these general terms and conditions constitute an integral part.

2.b Obligations in respect of the client

Compliance with all the following obligations in respect of the client constitutes a necessary condition at all times for the performance of the work by CLOUD NINE bv. With every non-observance of one or more of the following obligations, CLOUD NINE bv can either decide not to implement the assignment, or to implement the assignment subject to additional work, which will be charged separately.

- a. The CLOUD NINE bv staff must be provided with all needed facilities, which will allow them to properly, safely and responsibly carry out their work.
- b. To be provided by the client:
 - all documents and information required for the proper implementation of the assignment;
 - all possible access formalities and permits;
 - all guidelines to be respected in the client's offices and/or premises.
- c. The punctual payment of the amounts invoiced by CLOUD NINE bv in accordance with the provisions as specified below.

3. FEE

The assignment shall be invoiced by CLOUD NINE bv at the fee specified in the quote signed 'for approval' by the client.

Belgian and/or foreign taxes and/or duties are not included in the fees: they are payable by the client.

The interventions that are invoiced by CLOUD NINE bv, can take place on site at the client or on site at CLOUD NINE bv as a preparation for the guidance.



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4. TERMS OF PAYMENT

All CLOUD NINE bv invoices are payable upon receipt. In case of late payment, interest is owed to the amount of 12% a year from the 30th day after the invoice date as of right and without prior notice of default. As of right and without prior notice of default an additional amount of 10% of the invoice total will be charged, with a minimum of EUR 100 by way of damages, solely to cover the extrajudicial costs. Moreover, CLOUD NINE bv shall be entitled to a reasonable indemnity for all other relevant collection charges in accordance with the Belgian Act of August 2, 2002 with regard to combating late payment in commercial transactions.

With every late payment, as well as every non-observance of a (specific) obligation in respect of the client, CLOUD NINE bv will also be entitled, as of right and without prior notice, to suspend the execution of any work and only resume after the payment and / or compliance with all obligations.

Unless explicitly otherwise agreed, the Belgian law is applicable to all contracts accepted and executed by CLOUD NINE bv. All possible disputes between CLOUD NINE bv and the client shall be settled amicably between the parties.

Failing this, the dispute will be presented to the Courts of Antwerp (Belgium) whom will have solely jurisdiction.

5. CONFIDENTIALITY - COPYRIGHT

The parties jointly undertake to treat all confidential data obtained for the execution of the assignment as such, also on termination of the assignment. The client undertakes to respect the copyrights of CLOUD NINE bv and to make sure they are respected. The client shall refrain from reproducing and/or transferring to third parties any special documents received from CLOUD NINE bv, such as training documentation, etc. without CLOUD NINE bv's prior consent.

6. PUBLICITY

The advice issued by CLOUD NINE bv is drawn up on behalf of and for the account of the client, who explicitly accepts that it is based on the information provided by him and that at all times it needs to be submitted and/or quoted in whole and in the context of the assignment. The client has the right to make publicity about the cooperation with CLOUD NINE bv after prior and written consent by CLOUD NINE bv with the content of the publicity in question.

7. HIRING AND PACHING THROUGH THE CLIENT

The client is prohibited from hiring or poaching CLOUD NINE bv personnel or making use of their services in any way, unless with the prior written consent of CLOUD NINE bv. Any infringement of this prohibition shall enable CLOUD NINE bv to immediately terminate the agreement and entitles it to damages to the amount of twice the gross annual income of the employee poached from CLOUD NINE bv. In order to avoid any misunderstandings, the client undertakes to consider all individuals provided by CLOUD NINE bv in one way or another for the execution of an assignment as CLOUD NINE bv employees.

8. LIABILITY AND LAPSE OF RIGHTS

The obligation entered into by CLOUD NINE bv is an obligation to perform to the best of its abilities and not an obligation to guarantee a certain result. CLOUD NINE bv's liability, its bodies, subordinates, representatives, subcontractors included, is excluded for any loss or damage directly or indirectly caused by or following an incorrect or negligent implementation, unless the client proves that this damage or loss is due to gross negligence or a major error on the part of CLOUD NINE bv, CLOUD NINE bv's liability is limited to five times the amount invoiced for the execution of the assignment, with a maximum of EUR 10,000. All claims against CLOUD NINE bv fall due after a period of six months following the execution of the assignment.

9. APPLICABLE LAW AND JURISDICTION

Exclusively Belgian law governs the relationship between the parties. Any dispute regarding the interpretation or the execution of this agreement shall be settled amicably between the parties and failing this solely the Courts of Antwerp (Belgium) have jurisdiction.



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10. VOID

If one or several articles of these general terms and conditions are to be declared invalid, the other articles keep their legal effect. To replace the invalid provision the parties shall find a provision in joint consultation, which approximates the socio-economic goal of the invalid provision as much as possible.

11. CANCELLATIONS

If fixed agreements are cancelled within a period of 1 week, 50% of the specified work shall be invoiced. In case of cancellations within 48 hours prior to the performance, 100% is invoiced.