



# Terms & Conditions LTP

## 1. Definitions

In these general terms and conditions (hereinafter referred to as the "Conditions") the following definitions apply:

- a) **LTP:** LTP Advies B.V., with its registered office in Amsterdam;
- b) **Materials:** the materials made available to the Client by LTP, of whatever nature, including software, documentation, analyses, systems, reports, designs, manuals, methods and other data;
- c) **The Client:** every natural person or legal entity that purchases Services from LTP or enters into an Agreement with LTP or that it is in the process of negotiating with LTP on entering into an Agreement;
- d) **Agreement:** every agreement entered into between LTP and the Client, every modification or addition to such an agreement, as well as all (legal) actions for the purpose of implementing such an agreement, and all (legal) actions that are retroactively required for entering into such an agreement;
- e) **Services:** all services that are the subject of an Agreement;
- f) **Order:** every order supplied by the Client to LTP in whatever shape or form.

## 2. Applicability

These Conditions are part of all Agreements and apply to all other actions, of a legal nature or otherwise, on the part of LTP and the Client. LTP explicitly declares that any general terms and conditions used by the Client will not be applicable.

## 3. Offers, formation of, changes and additions to Agreements

- 3.1 Any and all offers or quotations will not be binding on LTP and will serve only as an invitation to enter into an Agreement.
- 3.2 An Agreement comes into effect only if and to the extent that LTP accepts an Order from the Client in writing or if the Client signs an offer provided by LTP indicating agreement or if LTP implements an Order.
- 3.3 Any changes or additions to any provision in an Agreement, an Order, or these Conditions can be agreed upon only in writing.
- 3.4 If a change or addition as referred to in Article 3.3 is agreed to, the change or addition in question will apply only to the Agreement concerned.

- 3.5 These Conditions can be changed via a communication by LTP to the Client to that effect. If no objection has been received within 30 days after the communication has taken place, the changed Conditions will apply, from the date on which the communication took place, to all new Agreements and to all current Agreements.

## 4. Prices and payment

- 4.1 All prices provided by LTP are in euros and exclusive of VAT. Any change in the factors that influence the price quoted by LTP, including purchasing prices, duties, or taxes, can be charged by LTP to the Client. The prices quoted by LTP do not include any applicable costs of travel and accommodation and the costs of producing large numbers of documents.
- 4.2 If no specific pricing agreements have been entered into for an Order, LTP's current standard hourly rates will apply.
- 4.3 The Client will pay LTP the amounts invoiced by LTP within 30 days after the invoice date without any discounts, adjustments, or suspension of payment. LTP can always request the Client to make advance payments.
- 4.4 The Client will be considered as being in default of payment as soon as a payment period has expired. In such a case, all claims by LTP in relation to the Client under the Agreement in question will become immediately payable, and the Client will be obligated to pay the applicable legal rate of interest to LTP from the date on which the claim becomes payable. In case of bankruptcy, suspension of payments, or dissolution of the Client, all claims by LTP will become immediately payable.
- 4.5 If, after an additional payment period set by LTP has expired, the Client has not yet paid the amount owed, including the applicable legal interest, the Client will also be obligated to pay LTP all non-legal costs. In this case, the non-legal costs to be paid will be equal to at least 15% of the total outstanding amounts invoiced, with a minimum of €250 (in words: two hundred and fifty euros).

## 5. Implementation of Agreements

- 5.1 LTP will comply with delivery schedules in so far as possible. However, a delivery date specified by LTP or the Client will never be



## Terms & Conditions LTP

interpreted as a final deadline. If LTP fails to meet a delivery schedule, the Client will not be entitled to any compensation for damage whatsoever.

- 5.2 LTP implements Agreements to the best of its abilities and efforts. However, its obligations under agreements require it only to make its best efforts to comply with its obligations. LTP does not guarantee that its work activities will lead to a specific result.
- 5.3 The Client guarantees that the information essential to the implementation of the Agreement will be provided to LTP. The Client will ensure that all documents and information needed by LTP to implement the Agreement will be made available to LTP in a timely fashion and that the employees of the Client involved in the work activities of LTP will also be made available in a timely fashion.

### 6. Force majeure

- 6.1 If, due to circumstances beyond its control, LTP is not able to comply with its obligations towards the Client, these obligations will be suspended for the duration of these circumstances.
- 6.2 If the circumstances in question have lasted for three months, both parties have the right to cancel the Agreement, in its entirety or in part, by doing so in writing. In the case of circumstances beyond LTP's control, the Client will not be entitled to any compensation for damage.
- 6.3 Circumstances beyond LTP's control are understood to include any circumstance that cannot be influenced by LTP and that completely or partly interferes with the ability of LTP to comply with its obligations towards the Client or as a result of which it would not be reasonable to expect LTP to comply with its obligations, regardless of whether or not the circumstance could be foreseen when the Agreement was entered into. The inability to make payment will never be considered as a circumstance beyond one's control between both parties.
- 6.4 Parties will inform each other as soon as possible regarding any (potential) case of circumstances beyond one's control.

### 7. Liability

- 7.1 The liability of LTP will never exceed the amount paid out by the professional liability insurance of LTP plus the excess that, under

the terms and conditions of the insurance for the case in question, would have to be paid by LTP. The insurance referred to above is subject to limitations in coverage, including limitations with regard to the maximum amount of damage and the number of cases of damage per year. A copy of the terms and conditions of the above policy can be provided to the Client if the Client so requests.

- 7.2 If, for whatever reason, no payment is made under the policy referred to in Article 7.1, the liability of LTP will never exceed the amount invoiced to the Client for the Order in question that has been paid in a timely fashion over the 12 months preceding the date on which the event occurred that resulted in the liability, but with a maximum liability of €25,000 (in words: twenty-five thousand euros).
- 7.3 The Client indemnifies LTP against any and all claims by third parties, of whatever kind, related to an Agreement entered into between LTP and the Client.
- 7.4 LTP can be held liable only for direct damage and not for any other type of damage such as consequential damage or loss of profits.
- 7.5 Any and all claims, entitlements, and other rights claimed by the Client in relation to LTP, whether as a result of a failure to comply with obligations under an Agreement on the part of LTP, or as a result of a wrongful act on the part of LTP, or on any other grounds, will become null and void as soon as a period of one (1) year has passed after the date on which the Client became aware of, or could have been reasonably assumed to be aware of, the existence of any such rights, claims, and entitlements.

### 8. Cancellation and termination

- 8.1 If the Client does not adequately or in a timely fashion comply with any obligation incumbent upon the Client under an Agreement, the Client will be in default and LTP will have the right, without giving notice of default, to suspend implementation of the Agreement and/or cancel the Agreement with the Client, entirely or in part, without prejudice to any of LTP's other rights and entitlements and without LTP being obligated to pay any compensation for damage.
- 8.2 In case of bankruptcy, (temporary) suspension of payments, shutdown or liquidation of the Client's company, all Agreements entered into with the Client will become null and void,



## Terms & Conditions LTP

unless LTP informs the Client within a reasonable time period that it wants part of the Agreement to be complied with, in which case LTP will have the right, without giving notice of default, to suspend implementation of the Agreement or Agreements in question until payment has been adequately guaranteed, without prejudice to LTP's other rights and entitlements and without LTP being obligated to pay any compensation for damage.

- 8.3 If an event takes place as referred to in Article 8.2, all claims by LTP towards the Client will become immediately and fully payable.
- 8.4 Current Agreements and Orders can be ended by LTP at any time and without any reasons being given, in which case LTP will not be obligated to pay the Client any compensation for damage or for other reasons.
- 8.5 The Client does not have the right to cancel or end any current Agreements or Orders without prior written agreement from LTP.

### 9. Intellectual Property

- 9.1 All rights in the broadest sense, including in particular any copyright, trademarks etc. to materials of any nature whatsoever that LTP provides to the client, whether in the context of the assignment or otherwise, such as software, documentation, analyses, systems, reports, designs, manuals, methods and other data (hereinafter referred to as: "Materials"), will vest in LTP and/or our licensors. The client will not use the aforementioned materials for any other purpose than the purpose for which they were provided to the client and, in particular, will not provide them to third parties. All Materials remain the intellectual property of LTP.
- 9.2 The client will treat the aforementioned materials as confidential. For this purpose, third parties will be understood to exclude those persons working for the client's organisation who do not need to use or view the materials in question. This also applies to persons working within the Client's organisation who do not need to use or access the materials concerned. With regard to persons working within the Client's organisation who do need to have access to Materials for a proper implementation of their work activities, the Client will also ensure that the confidentiality agreement will be respected.
- 9.3 The client is not permitted to remove or alter any indications of copyright, branding, trade names or other rights from the materials, including any indications concerning secrecy and the confidential nature of the information.
- 9.4 The Client guarantees LTP that the Client, within the framework of its cooperation with LTP, will strictly comply with all applicable legislation and regulations in the area of privacy and the protection of personal information, including but not limited to the Personal Data Protection Act, and indemnifies LTP against any and all claims by third parties in this regard. The scope of this indemnification will in any case include all persons with regard to whom LTP carries out an assessment, test or other type of investigation at the request of the Client.
- 9.5 The Client explicitly agrees that LTP will not provide the Client with the results of assessments, tests or other investigations carried out by LTP at the request of the Client if a person or organisation that was also a subject of the assessment objects to this being done. In such a case, the Client will nevertheless be obligated to pay LTP the amount that applies to the Order in question, and LTP will not be obligated to pay the Client any compensation whatsoever for damage or any other cause.

### 10. Choice of law and forum

- 10.1 Dutch law will apply to all Agreements and Orders and to the entire legal relationship between LTP and the Client.
- 10.2 All disputes arising as a result of the Agreements, the Orders, or these Conditions will be submitted exclusively to the competent court in Amsterdam.

These Terms and Conditions can be consulted at: [www.ltp.nl/conditions](http://www.ltp.nl/conditions)