

General Terms and Conditions Piecemeal Growth

Version: 5 May 2008

Article 1 Applicability

1. These general terms and conditions shall apply to all offers, legal relationships and agreements under which Piecemeal Growth provides services to the Customer, to which Piecemeal Growth has declared the present terms and conditions applicable.
2. Deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing. The applicability of Customer's purchase or other conditions is explicitly rejected.
3. If any provision of these general terms and conditions is null and void or annulled, the other provisions shall remain fully applicable. Piecemeal Growth and the Customer shall enter into negotiations to agree upon new provisions replacing the null and void or annulled conditions, whereby the purpose and meaning of the original conditions shall be heeded as far as possible.

Article 2 Tenders and Offers

1. All offers and other statements by Piecemeal Growth shall be without obligation; they shall be valid for a period of 30 days, unless indicated otherwise. Piecemeal Growth shall only be bound to by an offer if acceptance thereof is confirmed in writing by the Customer within 30 days, unless indicated otherwise.
2. All offers and statements by Piecemeal Growth are based on the information provided by the Customer. The Customer warrants the accuracy and completeness of all the required information, to his best knowledge.
3. The fees and prices provided in tenders and offers shall be exclusive of VAT, unless stated otherwise.

Article 3 Execution of the Agreement

1. Piecemeal Growth shall execute the agreement to the best of his knowledge and ability, in accordance with the requirements of good craftsmanship and the state of the art. All of Piecemeal Growth's services shall be performed on the basis of a best efforts obligation.
2. If and in so far required for the proper execution of the agreement, Piecemeal Growth shall have the right to have certain work done by third parties (hereafter indicated by 'partners').
3. The Customer shall always furnish Piecemeal Growth in a timely manner with all data or information which Piecemeal Growth has indicated is useful and necessary to execute the agreement properly. If the required information has not been provided in a timely manner, Piecemeal Growth shall be entitled to suspend execution of the agreement and/or charge the ensuing expenses in accordance with the usual fees.
4. Piecemeal Growth shall never be liable for any damage caused by Piecemeal Growth having used incorrect and/or incomplete information provided by the Customer, unless the incorrectness or incompleteness should have been apparent to Piecemeal Growth.
5. If Piecemeal Growth or its partners work on site at the Customer's or at a site indicated by the Customer, the Customer shall provide free of charge the facilities reasonably desired by Piecemeal Growth or its partners.
6. The Customer shall indemnify Piecemeal Growth against possible claims from third-parties who may suffer damage attributable to the Customer in connection with the execution of the agreement.

Article 4 Modification of the agreement

1. If during execution of the agreement the need arises for changes or additional work to ensure proper execution of the agreement, parties shall modify the agreement accordingly in due time and in mutual consultations.

2. If the change or supplement to the agreement will have financial and/or qualitative consequences or will affect the time of completion of the execution, Piecemeal Growth shall inform the customer in writing as soon as possible about these consequences.

Article 5 Payment

1. The Customer shall pay within 14 days after the invoice date. Contestation of the invoiced amounts shall not suspend the fulfilment of the payment obligation.
2. If payment is overdue, then the Customer shall be required to pay an interest on the amount due of 1% per month, where part of a month is regarded as a full month.
3. If the Customer fails to fulfil his payment obligations, even after receiving a notice of default, the Customer shall be required to pay extrajudicial costs of 15% of the amount due, with a minimum of € 200.
4. If the Customer does not pay the amounts owed in a timely manner, Piecemeal Growth is entitled, after notifying the Customer, to suspend execution of the agreement. In that case Piecemeal Growth shall not be liable for possible consequential damages for the Customer or for third parties.
5. Piecemeal Growth's claims against the Customer shall become due on demand if the Customer is wound up, attached, declared bankrupt or if a suspension of payment is granted.

Article 6 Termination of the agreement

Each of the parties may partly or completely terminate the agreement in writing with immediate effect and without a notice of default if

- the other party is granted a provisional or non-provisional suspension of payments;
- a petition for liquidation is filed with regard to the other party;
- the other party's business is wound up or terminated;
- for any reason whatsoever there exists good ground to fear that the other party will not be able to fulfil its obligations resulting from the agreement any more;
- the other party fails to fulfil its obligations resulting from the agreement - in all cases, after having received a proper written notice of default in which it has been given a reasonable time period to remedy the breach.

Article 7 Liability

1. Piecemeal Growth shall solely be liable for damages which are the direct consequence of a serious and imputable failure in the execution of the agreement, to the extent that Piecemeal Growth is in default and the failure is the result of not observing carefulness, professionalism, and good craftsmanship, as can be trusted upon in the context of the agreement.
2. Piecemeal Growth shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
3. Piecemeal Growth's liability for the operation and consequences of software and hardware installed by Piecemeal Growth or installed following Piecemeal Growth's advice, is excluded.
4. If Piecemeal Growth, unabated what has been stated in the other clauses of this article, is liable for direct damage, this liability shall under all circumstances be limited to a maximum of the invoiced amounts regarding the agreement, with a maximum of € 10.000 (ten thousand Euro).
5. To preserve any right to claim payment for damages, the Customer must always report the damage or injury to Piecemeal Growth in writing as soon as possible after it occurs, but ultimately within one month after discovery, failing the Customer loses any right to do so.
6. If and insofar Piecemeal Growth is held liable by third parties for damage or injury excluded or limited by these general terms and conditions in the relation between Customer and Piecemeal Growth, then the Customer shall indemnify Piecemeal Growth against all mentioned claims.

7. The limitations mentioned in these terms and conditions shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by Piecemeal Growth or its subordinates.

Article 8 Copyright Indemnity

The customer shall indemnify Piecemeal Growth against claims by third parties regarding intellectual property rights on materials or data provided by the customer, which are used during the execution of the agreement.

Article 9 Force Majeure

1. A party shall not be held to fulfil any obligation if it is prevented from doing so due to a circumstance through no fault of its own and which cannot be attributed to it by virtue of law, a legal action or generally accepted practice.

2. In addition to the provisions of the law and jurisprudence in this respect, "force majeure" shall in the present general terms and conditions furthermore be understood to be any external circumstance, foreseen or unforeseen, on which Piecemeal Growth cannot have any influence but which prevents Piecemeal Growth from fulfilling its obligations.

3. The parties shall be entitled to suspend the obligations from the agreement for the time that the situation of force majeure lasts. If a situation of force majeure lasts for more than two months, either of the parties shall be entitled to dissolve the agreement, without any obligation to pay damages to the other party.

4. Insofar Piecemeal Growth has partially fulfilled its obligations at the moment the situation of force majeure started or shall be able to fulfil them, and insofar separate value can be attributed to the already fulfilled part or the part to be fulfilled respectively, Piecemeal Growth is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Customer shall be held to pay this amount as if it were a separate agreement.

Article 10 Confidentiality

Both parties shall be bound to secrecy of all confidential information they have received within the scope of the course from each other or from another source, except if a statutory provision or a judicial decision compels Piecemeal Growth to convey confidential information to third parties designated by law or by the court. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

Article 11 Intellectual Property and Copyrights

1. Piecemeal Growth and its partners reserve the rights and authorities to which each entity respectively is entitled under the Copyright Act.

2. The intellectual property rights of all documents provided by Piecemeal Growth or, through Piecemeal Growth, by its partners, such as course materials, reports, designs, sketches, drawings, software, etc., are owned by Piecemeal Growth or its partners. These documents shall be destined to be used by the Customer exclusively and may not be reproduced, made public or brought to the notice of third parties by the Customer without prior written consent from the respective owner, unless the nature of the documents provided dictates otherwise.

3. Piecemeal Growth and its partners shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, provided that no confidential information shall be brought to the notice of third parties when doing so.

Article 12 Applicable Law and Disputes

1. Dutch law shall apply to each and every agreement between Piecemeal Growth and the Customer.

2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.