

HOSPER'S GENERAL TERMS AND CONDITIONS

* Quotation

This quotation is without any obligation. Should we issue an adjusted quotation at your request and in the unlikely event that you should not wish to continue further with us, we shall charge for the hours that we have spent in amending the quotation.

* Start of the instructions

Our work can only start after having received written instructions. These instructions concern both the content and the financial section of this cost estimate.

* General Arrangements

In addition to these Terms and Conditions and insofar as not specified otherwise in this cost estimate, The New Rules 2005 shall apply in relation to the legal relationship between the client and consultant with regard to any possible instructions. The BNO (Association of Dutch Designers) terms and conditions apply to specific orders in the field of Industrial Design. Both schemes can be viewed/downloaded from www.hosper.nl or we can send them to you free of charge upon request.

* Information and card material

The client shall supply all available card material and all technical data concerning the project.

* Possible additional work to be specified

The time frame specified in this quotation is feasible provided that the written instructions are issued before the start date specified in the quotation and the contemplated steps for each phase can actually take place. Should steering and/or consensus not be possible within this time frame and additional feedback be required, it must be possible to adjust the time planning and, if required, the budget in mutual consultation.

Should additional work be required insofar as this has not been described in this cost estimate to ensure the plan process can progress, it must be possible to adjust the nature of the work and, if required, the budget in mutual consultation.

* The end result

The documents specified in the quotation shall be supplied to the client as five copies. All additional reports shall be charged at cost price.

* Publications and used visual material

The client must mention HOSPER NL BV with regard to publications and/or when using our visual material arising from these instructions.

* Provisions of a financial nature

Any price orders from the Dutch Ministry of Economic Affairs regarding VAT and/or other costs may change the offered amount during the plan process. Should the work not be completed within this calendar year, the remaining honorarium shall be indexed in accordance with the figures supplied by Statistics Netherlands.

* Payment arrangement

An invoice shall be submitted on a monthly basis on the basis of the performed work and incurred costs. Payment must take place within 30 days after invoice date. Should the client not have paid within the aforementioned term, the contractor shall be entitled to charge the statutory interest rate, after the contractor has at least once demanded payment, as from the expiry date until the date on which full payment is made without further notice of default being required and without prejudice to the other rights of the contractor.

* Disputes

The contract between contractor and the client shall be governed by Dutch law. The court to take cognizance of disputes between the contractor and client is the competent court in the district where the contractor is established or the competent court in accordance to the law at the discretion of the contractor.