

Additional terms and conditions of sale and delivery Scope4mation BV

Versie 1.0 – 2 oktober 2018

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Following are the "Additional delivery and sales conditions" which are additional to the sales and delivery conditions of "NLDigital Conditions" that are used by Scope4mation BV and are filed with the Chamber of Commerce under number 30174840".

1. Applicability of these "Additional delivery and sales conditions" to "NLDigital Conditions filed with the Chamber of Commerce under number 30174840"

- 1.1 These "Additional delivery and sales conditions Scope4mation BV" apply to all offers and agreements where services and/or goods of whatever nature are delivered to a client by Scope4mation;
- 1.2 Where the conditions mentioned under Art. 1.1. deviate from "NL Digital Voorwaarden", the conditions mentioned under Art. 1.1. prevails;
- 1.3 1.3 Deviations or additions to the provisions in Art. 1.1. and Art. 1.2 mentioned conditions are only valid if this is explicitly accepted in writing by both parties. For the avoidance of doubt, the mere statement when an order is placed that the conditions of the client are valid and thus all other conditions of the supplier are rejected, will not be accepted. Therefore, when an order is placed, the client automatically accepts that the conditions of Scope4mation in that case prevail over the conditions of the client;
- 1.4 1.4 The applicability of Purchase or other terms and conditions of the client are expressly rejected;
- 1.5 1.5 If any provisions of these terms and conditions are void or voided, all other terms and conditions will remain in effect. In that case, Scope4mation and the client are obliged to enter into consultation with the aim of agreeing new or replacement provisions for the invalid or voided provisions.

2. Invoicing takes place as follows, unless expressly agreed otherwise in writing:

- 2.1 Consultancy activities are invoiced to the client each month in arrears;
- 2.2 For work on location, both for the morning until 12:00 and for the afternoon from 12:00, at least the relevant part of the day a 4 hours will be charged;
- 2.3 For work performed remotely, such as via a VPN, Microsoft Teams, a minimum of 1 hour is charged;
- 2.4 Travel costs, with the exception of the islands, are not charged on within the Netherlands;
- 2.5 For projects or activities, where an overnight stay is necessary in connection with the travel distance, this will only be charged if written agreements have been made in advance;

- 2.6 If a fixed price for the performance of consultancy work has not been expressly agreed, but, for example, an estimate has been issued, the hours actually spent will be invoiced and not the estimated hours;
- 2.7 Training and workshops are invoiced upon order and must be paid prior to the training or workshop;
- 2.8 New subscriptions are invoiced when the software is installed or when it is activated in the SaaS environment;
- 2.9 Ongoing subscriptions and renewals will be invoiced each month prior to the expiry periods;
- 2.10 All mentioned prices are exclusive of VAT.

3. Validity of pre-purchased consultancy days

- 3.1 If previously purchased consultancy days are charged on the basis of subsequent calculation, the purchase order used for this will lapse 18 months after the first consultancy work took place and a new consultancy assignment is then required..
- 3.2 If pre-purchased and pre-paid consultancy days (strip card principle) have not been used within 18 months of ordering, they will lapse, without there being any right to a refund. A new consultancy assignment must then be issued for the performance of work.

4. Planning

- 4.1 Planning of activities, training and workshops takes place in mutual consultation;
- 4.2 If planned activities on location are unilaterally cancelled within 24 hours before the execution of these activities, these will be charged on;
 - 4.2.1 Due to other planned activities, a new planning can lead to a delay of a project or work.
- 4.3 Cancelling participation in planned trainings or workshops:
 - 4.3.1 If participation is cancelled more than 4 weeks prior to a training or workshop, no costs are due;
 - 4.3.2 If participation is cancelled between 2 and 4 weeks prior to a training or workshop, 50% of the training price will be charged;
 - 4.3.3 If participation is cancelled between 1 and 2 weeks prior to a training or workshop, 75% of the training price will be charged;
 - 4.3.4 If participation is cancelled less than 1 week prior to the training or workshop, 100% of the training price will be charged;
 - 4.3.5 If a participant, regardless of the reason, with the exception of legally accepted force majeure situations, does not show up or shows up too late for a training, no refund of the paid training price will take place and it cannot be overtaken free of charge..
- 4.4 If payment for a training or workshop has not been received or has not been received in full, participation in a training may be refused;
- 4.5 A student may at all times be replaced by another student by the client, provided the participant meets the minimum requirements for the training or workshop.

5 Validity period of quotations:

- 5.1 The validity period of quotations is 30 days unless expressly agreed otherwise in writing.

6 Final Provisions

- 6.1 Dutch law applies to these conditions. All disputes arising as a result of these terms and conditions, including all disputes regarding the existence and validity thereof, will be settled by the competent Dutch court.;
- 6.2 If a court declares a provision in these terms and conditions invalid, it will replace it with another provision, which is considered to be legally valid, which corresponds as much as possible with the invalid provision. The invalidity of any provision of these terms and conditions will not affect the validity of the remaining provisions and/or the terms and conditions as a whole.