

Terms and conditions 2-Control

General

On all provided products and services the following terms and conditions are applicable. At the bottom of this page you can download the terms as a pdf. file.

2-Control B.V.
Haagsemarkt 1
4813 BA Breda
The Netherlands

Offering

Our offerings are fully non-committal. In our offers we give a best possible explanation of the work to be performed. The offers are based on the actual provided information by the client. Our offers are valid for a month, unless the offer has not resulted in a contract, we reserve the right to use the offered capacity elsewhere.

Agreement

An agreement for performance of work to be performed (hereafter: assignment) arises if the client has accepted the offer. Acceptance may take place in writing or oral. An oral acceptance will be recorded in an offer to the client, written agreement is deemed to be part of the aforementioned contract.

Implementation

We will endeavour to carry out the services we provide to the best of our knowledge and ability and in accordance with the requirements of good workmanship.

We will carry out our assignment from a professional and independent point of view. We adhere to the professional rules of conduct of the Dutch Order of Register EDP auditors. (NOREA)

The client is required to provide full cooperation with the execution of the assignment and to provide us with all the necessary information. This means, inter alia, that upon request a work space is made available with appropriate provisions that the client's employees are available for the assignment during the agreed time period, as well as providing access to all documents and data for proper execution of the assignment is required.

The client gives third parties who he wishes to involve with the assignment no assignment than in consultation with us.

If third parties are required to get involved with the assignment, the client is reasonably required to cooperate in the conclusion of the agreement with the third party.

The client acknowledges the responsibility of 2-Control BV as an EDP auditor to comply with the regulations of the organization mentioned in item 2 and is prepared to comply with the terms set out in the assignment.

If applicable, including assurance assignments, the client agrees with the standard competences to be applied.

Rates and charges

Unless otherwise stated in our offer, the costs of an assignment consist out of:

a. A post "services" based on the required time and the rates specified in our offer;

b. A "postage" item, which is not included in our rates, such as travel and accommodation costs.

We reserve the right to change the rates, which are the basis for the calculation of the cost of the contract, when a change in development costs or/and wages are responsible for this. The change of rates will be notified to the client one month in advance.

VAT is charged separately for all indebted amounts owed by the client.

Modification of the question by the client may give lead to a change in the period stated in the offer or the total agreed costs of the assignment.

Billing and payment

Billing is done as follows: a. If a total amount has been agreed for the "Services" item, this amount will be invoiced to the Client in advance for 2-week periods during the agreed completion time of the contract. In addition, the actual payments made will be charged per month. b.

If no total amount has been agreed for the "services" item, the cost per month will be charged on the basis of the actual time and the rates specified in the offer as well as the actual discounts made. Specifications are only included if agreed upon acceptance of the assignment.

In our fee calculation, no interest expenses are included. If the (advance) declaration is not paid 14 days after the due date, we can charge the legal interest from the due date.

In addition, we are entitled to claim from the client all legal and extrajudicial costs incurred by his default. The non-recurring costs will be deemed to be 15% of the amount to be claimed.

In the event of a joint assignment, the clients are jointly and severally liable for the payment of the amount of the declaration regardless of the invoice.

Staff

We can change the composition of the team after consultation with the client, maintaining the continuity of the work and the required expertise of the team.

None of the parties may engage in the work of the other party during the execution of the agreement and within one year after termination of it, or consult with these staff on employment, other than in consultation with the other party.

Duration and termination of the assignment

The duration of the assignment can be influenced by various factors, such as the quality of the information we obtain and the cooperation that is granted. In general, therefore, we can not specify in advance exactly how much lead time is required for the execution of the assignment.

The assignment is closed in financial terms at the time the final settlement has been approved by the client. This final payment must be approved by the client within 14 days of receipt. If the client does not respond within this period, the final statement is deemed to have been approved.

Premature termination

The contract can be terminated prematurely if one of the parties has the opinion that the work cannot be performed in accordance with the assignment. In that case, a notice period of one month will be retained, except for contracts with a lead time of less than two months.

In case of premature termination, billing takes place on the basis of the status of our work at the time of termination. In addition, the client is required to reimburse the cost of the occupation we have reserved for him and which we can no longer use elsewhere. This fee applies only to the persons mentioned in the assignment confirmation and up to a maximum of 50% of the time set by him.

In the event of either party becoming bankrupt, requesting a surseance or ceasing business, the other party is entitled to terminate the contract without notice of termination.

Responsibility

We have a commitment obligation. We accept you only the liability up to the maximum amount of the paid fee for the work whose liability is directly the result. You shall at all times indemnify us against any claims of third parties arising out of or connected with the work we have undertaken in relation to you.

Force majeure

If we are prevented from carrying out the assignment (further) by force majeure of permanent or temporary nature, we will immediately inform the client. In consultation with the client we will then look for a solution. If no solution is found, we are entitled to suspend any liability for damages and without prejudice to our further rights, to terminate the agreement as dissolved or to suspend the (further) execution of the agreement.

If the suspension has lasted for three months, the agreement has yet to be dissolved.

Secrecy

We are required to maintain confidentiality of all information and information from the client towards third parties. In addition, we will take all possible precautionary measures to protect the interests of the client.

The client will, without permission on our part, not disclose to third parties our approach, method and the like, or make our reporting available..

Royalty

The copyright resulting from our work remains our property, reserves as far as acceptance of the assignment or otherwise agreed upon.

Compliance

The compliance of NOREA's professional rules of conduct is promoted by complaints being investigated and disciplinary measures are taken - if infringements are indeed found.