GENERAL TERMS AND CONDITIONS

DEPLOY Consultancy B.V. | Version 2026–2027

1. GENERAL

1.1 These general terms and conditions apply to all offers, quotations and assignments accepted by us, unless otherwise agreed in writing. The client's general terms and conditions are expressly rejected.

1.2 An agreement is concluded when the client commissions an assignment, whether or not based on a project proposal, and we accept it in writing or orally.

1.3 The parties expressly do not intend to enter into an employment contract within the meaning of Article 7:610 of the Dutch Civil Code. DEPLOY Consultancy B.V. performs its work as an independent business and is fully responsible for paying taxes and social security contributions. There is no relationship of authority between the client and DEPLOY Consultancy B.V.

2. PROJECT PERFORMANCE AND DURATION

2.1 Unless otherwise agreed in writing, we are responsible for performing the assigned work. We independently determine how the assignment is performed and engage competent staff or third parties of our choosing for this purpose.

2.2 Any agreed delivery or completion date is indicative and never constitutes a strict deadline. Exceeding a deadline does not entitle the client to compensation or termination, except in cases of wilful misconduct or gross negligence.

2.3 If we anticipate that the planned timeframe will be exceeded, we will notify the client as soon as possible.

3. FEES

3.1 If no fixed price has been agreed, fees are calculated on the basis of the applicable standard rate, the time spent and the number of staff engaged.

3.2 Invoices are issued monthly in arrears, unless otherwise agreed.

3.3 Rates may be adjusted on 1 January each year. We will notify the client in writing at least one month in advance.

4. PAYMENT

4.1 Payment must be made within 30 days of the invoice date to the bank account specified on the invoice.

4.2 If the payment deadline is exceeded, the client is automatically in default and statutory commercial interest is payable.

4.3 All reasonable extrajudicial collection costs are payable by the client.

4.4 If the client is in default of payment, we are entitled to suspend the work until payment has been received in full.

5. TEAM CHANGES

5.1 We reserve the right, after consulting the client, to change the composition of the consulting team while maintaining continuity and expertise.

6. EARLY TERMINATION

6.1 Either party may terminate the agreement by giving one month's written notice.

6.2 In the event of early termination, invoices will be based on the work performed and costs incurred up to the date of termination.

6.3 We are entitled to terminate the agreement with immediate effect and without court intervention if facts or circumstances arise that give reasonable grounds to fear that the client will not fulfil its obligations. In that event, we are not liable to pay compensation.

7. CLIENT OBLIGATIONS

7.1 The client will cooperate fully in the performance of the assignment and provide all necessary information and facilities in a timely manner.

7.2 The client warrants the accuracy and completeness of the information provided.

7.3 If third parties need to be involved in the performance of the assignment and we require the client to contract directly with such a third party, the client will cooperate to a reasonable extent.

8. LIABILITY

8.1 Our liability is limited to direct loss resulting directly from an attributable failure to perform the assignment.

8.2 All liability for indirect loss, consequential loss, loss of profit, loss of savings and business interruption loss is excluded.

8.3 Our liability is limited to the fees received by us for the assignment concerned, subject, for assignments of longer duration, to a maximum equal to the amount invoiced over the last six months.

8.4 The limitation of liability does not apply in cases of wilful misconduct or gross negligence.

8.5 Claims must be notified in writing within one year after discovery of the loss, failing which the right to compensation lapses.

9. FORCE MAJEURE

9.1 Force majeure means any circumstance beyond our control as a result of which performance cannot reasonably be required.

9.2 In the event of force majeure, we are entitled to suspend performance of the agreement or terminate it in whole or in part, without any obligation to pay compensation.

9.3 If the period of force majeure lasts longer than six months, either party is entitled to terminate the agreement.

9.4 The client remains obliged to pay for work already performed.

10. CONFIDENTIALITY

10.1 The parties undertake to keep confidential all confidential information obtained in connection with the agreement.

10.2 This obligation continues after termination of the agreement.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights in methods, models, systems, materials, simulations, templates and documentation developed by us remain vested in DEPLOY Consultancy B.V.

11.2 The client obtains a non-exclusive, non-transferable right to use results developed specifically for it, solely for internal purposes.

11.3 The client may not reproduce, publish or make materials available to third parties without our prior written consent.

12. STAFF RECRUITMENT

12.1 During the term of the agreement and for one year after its termination, the client may not directly or indirectly employ staff or third parties engaged by DEPLOY Consultancy B.V., or otherwise engage them to perform work.

12.2 In the event of a breach, the client incurs an immediately payable penalty equal to the fees for six months of full-time engagement of the staff member concerned, without prejudice to the right to full compensation if the actual loss is greater.

13. PRIVACY AND DATA PROTECTION

13.1 The parties will comply with applicable data protection laws and regulations, including the GDPR.

13.2 If necessary, the parties will enter into a separate data processing agreement.

14. GOVERNING LAW AND DISPUTES

14.1 All legal relationships are governed exclusively by Dutch law.

14.2 Disputes will be submitted to the competent court in the Netherlands.