

General Terms and Conditions Office-DTC

Part 1: General provisions

Article 1 Definitions

1. DTC: Office-DTC, also the contractor, located in Roermond, The Netherlands, which is a trading name of Enventico B.V. and registered with the Chamber of Commerce under number: 82989362.
2. Client: the natural or legal person who enters into an agreement with DTC, use the services, consulting and/or participates in a training or to whom DTC released a quote.
3. Client who is acting in the exercise of a profession or business: the natural or legal person who enters into an agreement, use the services, consulting and/or participates in a training or to whom DTC has released a quote, who acts in the exercise of a profession or business.
4. Services: all services of DTC.
5. Training: all trainings -specialized in the Office package- such as group training, in-company training and individual training sessions that DTC performs.
6. Consulting: support of the client in the area of Microsoft Office at (temporary) projects.
7. Services: all services in the area of Microsoft Office that DTC quotes, such as -but not limited to- template development, calculation models, reports, cross-sections, VBA tool development, data analysis and/or conversion.
8. Agreement: the agreement concluded for the use of the services, consulting, and/or participation in training.
9. Conditions: these general terms and conditions.
10. Website: the website of DTC, accessible at <http://www.Office-DTC.com/>

Article 2 Applicability of these General Terms and Conditions

1. These conditions are a translation of the Dutch version of these terms, named 'Algemene Voorwaarden Office-DTC'. The Dutch version can be found on the website of DTC. In case of discrepancies between this English version and the Dutch version, the Dutch version will prevail.
2. These terms and conditions apply to all agreements, quotes, services, consulting assignments and trainings.
3. Any terms and conditions or other conditions of the client are expressly rejected by DTC.
4. These conditions also apply to agreements to which DTC for their implementation should involve third parties.
5. If client accepts a quotation, order confirmation or agreement in which reference has been made to these terms and conditions, this shall be considered to be consent to the application of these terms and conditions.
6. If one or more provisions in these conditions should be void or invalid in whole or in part, at any time, the agreement and these terms and conditions for the rest and the relevant provision will be replaced by a provision that approaches the original provision as much as possible.
7. Situations that are not governed in these terms and conditions, should be assessed 'in spirit' of these conditions.
8. Ambiguities about the interpretation or content of one or more provisions of these conditions are to be explained in 'the spirit' of these terms and conditions.
9. If DTC does not always adhere strictly to these terms and conditions, this shall not result in non-appliability of these terms and conditions, nor shall DTC lose the right to demand strict compliance with these terms and conditions. Deviations from these conditions are only binding if and in so far as they have been confirmed in writing by DTC.

Article 3 Quotes

1. A quote by DTC shall be non-binding, unless DTC indicates otherwise in the quote.
2. A quote shall be valid up to 14 calendar days, unless DTC indicates otherwise.
3. If no acceptance has been made within this period, client derives no rights from this quote.
4. A date specified in the quote for a training will be reserved by DTC for a period of 5 working days. If the client accepts a quote for a training after this period then DTC cannot guarantee that the date specified in the quote is still available.
5. If a client accepts a quote, then DTC has the right to revoke the quote within 5 working days after acceptance. DTC shall then not be bound by the accepted quote. If a client accepts the quote with provisions, DTC is not bound by these provisions unless these are accepted by DTC.
6. All quotations are based on the information provided by the client. The client guarantees that it provides to the best of its knowledge all the relevant information. If it is found that the information provided by or on behalf of the client is incorrect or incomplete DTC has the right to adjust the quotation or the agreement.
7. DTC cannot be kept to her quotes if the client can reasonably understand that the quote, or a part thereof, contains a mistake or error.
8. Time-limits in a quotation are indicative. If DTC does not meet these time-limits, a client will not be entitled to dissolve the agreement or be entitled to compensation, unless the parties have agreed otherwise explicitly and in writing.
9. Any quote made not automatically apply to future agreements.

Article 4 Conclusion of agreements

1. The agreement between DTC and the client will be concluded at the time that the client signs and returns the appropriate application form, registration form or request or accepts a quote but not until DTC has confirmed the agreement.
2. Also there is an agreement if DTC, at the client's request, starts with the performance of the contract.
3. After the conclusion the agreement cannot be cancelled free of charge.
4. Only written agreements or commitments are valid. Any verbal agreements or commitments are non-binding to either party.
5. If an agreement is entered into by telephone, it only becomes binding after it is confirmed in writing by DTC.
6. DTC is entitled, without giving reasons, to refuse an agreement.
7. All data, information, materials and documents are part of the agreement, unless the parties have agreed otherwise.
8. If DTC requests a deposit, the agreement will not be concluded as long as the client has failed to make the agreed deposit. DTC has the right to suspend the conclusion of the contract until the deposit is actually received.

Article 5 Conduction of the agreement

1. DTC will make an effort to conduct the agreement to its best insight and capacity and in accordance with the requirements of good workmanship. DTC cannot guarantee that it constantly achieves the agreed result. DTC does not guarantee any results but has an obligation to make an effort to it.
2. All delivery times are never firm dates. If DTC exceeds a delivery time, the client has to send a letter of default to DTC, giving a reasonable term within DTC can correct the default.
3. With regard to the nature of the services and for the conduction of its agreements, DTC has the right to work in whole or in part with third parties.
4. DTC has the right to carry out an agreement in phases and to invoice the already executed phases separately.
5. As to the nature of the services quoted, DTC is subject and bound by the rules, guidelines, policies and third party technology. All work is carried out in accordance with the rules and guidelines of the relevant third party. With regards to these rules and guidelines, DTC has the right to change the agreement accordingly, without this giving the client the right to dissolve the agreement or the right to any compensation.
6. DTC will make an effort to conduct the agreement within the agreed timeframe. Performance of the contract, however, can be affected by conditions for which DTC is not responsible, such as the quality of the information needed by DTC, the cooperation received from the client or third parties to DTC and the availability of facilities. The agreed time for performance of the contract and/or date is therefore approximate.
7. DTC has the right to suspend performance of the contract and/or invoice additional costs resulting from the delay to the client, if DTC does not timely before the start of the agreement receive from client the contract documents and information required.
8. DTC is not liable for the use of the results of the assignment by the client or by third parties.

Article 6 Obligations of the client and collaboration

1. A client must timely and correctly deliver to DTC all information, materials and information, of which DTC has said to be necessary or which the client reasonably understands to be necessary for the proper performance of the agreement.
2. If for the timely and proper execution of the agreement the support of employees of client is necessary the client shall timely make these employees available to DTC.
3. The client does not permit third parties that he would like to involve in the execution of the assignment until after written consent of DTC. DTC is not responsible or liable for the acts or omissions of relevant third parties.
4. The client is responsible for the accuracy, completeness and reliability of the information or materials provided by him or on his behalf to DTC.
5. The client shall ensure that provided data, materials or information are free of copyright or other proprietary rights. DTC is never liable for materials that are not free of copyright.
6. DTC is entitled to show on the website the company name and logo of the client as a client reference.
7. This article shall also apply to all training, services, and consulting assignments of DTC.

Article 7 Confidentiality

1. DTC is obligated and liable to the client to maintain the confidentiality vis-à-vis third parties of any information that DTC shall obtain in the framework of the implementation of the contract. DTC in the execution of the assignment will take all reasonable steps necessary to protect the confidentiality of that information. The client shall not without the prior written consent of DTC communicate to third parties any information about the working procedures and methods of DTC, nor report any written information to third parties.

2. The confidentiality does not include information already publicly known or information revealed in legal proceedings.
3. DTC may use any acquired knowledge and experience for other purposes, provided that no confidential information about the client or his business comes to the attention of third parties. DTC may use the name of the client as a reference.

Article 8 Termination, cancellation and dissolution of the agreement

1. DTC is entitled to suspend the performance of its obligations, or to cancel the agreement if:
 - A client does not or not fully fulfill his obligations resulting from the agreement.
 - DTC after the agreement is closed becomes aware of circumstances which give DTC reason to fear that client will not or not properly fulfill its obligations.
 - Client does not timely or in full make the agreed deposit.
 - One of the parties dies.
 - One of the parties ceases its business.
2. If DTC proceeds to the dissolution of the agreement all claims are immediately due and payable.
3. If DTC suspends the performance of its obligations it retains all rights under the law and the agreement.
4. In the event of liquidation, bankruptcy, debt restructuring of the client or any other circumstance by which client cannot freely control its assets, DTC has the right to cancel the agreement without DTC being liable for damages.
5. Each of the parties may cancel the agreement by written notice subject to a notice period of two weeks if it is established that the agreement cannot be carried out in accordance with the order confirmation or further agreed to in contract specifications. Cancellation can only be made after reasonable consultation between parties on continuation or modification of the contract.
6. After termination of the agreement the work performed and costs incurred will be reimbursed in full by the client. The client has no right to compensation for damages or costs in case of termination of the assignment.

Article 9 Modifications of the agreement

1. DTC and the client have the right to suspend performance of the contract, if through a change of circumstances the execution of the agreement becomes considerably more difficult or impossible. If unforeseen circumstances arise in performance of the contract which requires adaptation of the agreement then the parties shall consult regarding reasonable adjustment of the contract. Not or not timely implementation of any part of the agreement does not entitle the client to dissolve the agreement, unless the parties regarding that part of the agreement have agreed otherwise in writing.
2. Modifications to the agreement are only possible with the express and written consent of DTC.
3. Without coming into default, DTC can refuse a request to amend or supplement the agreement. DTC has right to payment for the work done to the original agreement.
4. If it is necessary to change the agreement caused of actions by the client, then DTC shall be entitled to change the agreement.
5. If, after the conclusion of, the contract cannot be fulfilled by DTC as a result of a circumstance that at the conclusion of the contract was not known, DTC has the right to change the content of the agreement to the extent that implementation of the agreement is possible.
6. If the change or supplement to the agreement is the result of a circumstance that can be attributed to DTC, DTC will not invoice any extra costs.

Article 10 payment and collection costs

1. Payment of the invoices must be made through bank transfer, iDeal, or cash.
2. Invoices and agreed upon down payments must be paid within 14 days after the invoice date.
3. DTC sends its invoices digitally.
4. For payment through a third party, the third-party terms and conditions apply. DTC is not a party to the relationship between the client and the third party.
5. Any objections against the height of the invoice amount do not suspend the payment obligations of the client.
6. If the client does not pay in a timely manner, the client shall be in default by law and DTC has the right to claim, after giving client at least one reminder, without further notice, starting from the due date until the day of full payment of the invoiced amount the legal (commercial) interest. The legal (commercial) interest charged by DTC to a client who acts in the exercise of a profession or business is 1% per month.
7. All reasonable costs incurred arise as a result of extrajudicial collection of the claim shall be borne by the client. In any case, the client is due all collection fees.
8. The extrajudicial costs for a client who acts in the exercise of a profession or business amount to 15% of the invoice amount. If DTC has made higher costs, which were reasonably necessary, these will also be borne by the client, as well as any judicial and execution costs.
9. The client is due to pay the legal (commercial) interests on the collection costs.
10. Payments made by the client shall in the first be deducted from all interest and costs, in the second place of payable invoices which have been outstanding the longest at DTC.
11. In the event several clients have entered into a combined agreement with DTC, all the clients will be jointly and individually fully liable for the payment of the invoices.

- In case of late payments by client DTC will cease its work. The work will be resumed from the moment the client has paid the full outstanding amounts including the legal (commercial) interest and collection costs.

Article 11 Intellectual property

- All copyrights and other intellectual property rights are owned by DTC, unless the parties have agreed otherwise in writing.
- DTC expressly reserves all intellectual property rights on documents, software, opinions, reports, training materials, templates etcetera.
- The client is not permitted to disclose, exploit or reproduce data or portions of the provided documents, software, advice, templates, reports, training material etcetera.
- The client shall not remove or obscure trademarks, trade names, other indications of intellectual property and/or identification numbers of the items delivered by DTC.

Article 12 Liability

- Any liability of DTC is limited to what is determined in these conditions.
- DTC is not liable for any damage of any kind incurred by DTC resulting incorrect and/or incomplete data provided by or on behalf of the client.
- The application, use and publication of opinions, reports and materials of DTC are entirely at the risk of the client.
- DTC is not liable for errors arising out of contracts carried out by third parties.
- DTC is not liable for changes to its work or services if they need to change this because of a change in technology, policies or third-party guides.
- DTC is only liable for direct damage. Direct damage is defined as:
 - Reasonable costs made due to DTC's faulty performance of the agreement, in so far as this can be attributed to DTC.
 - Reasonable costs incurred to determine the cause and extent of the (direct) damage.
 - Reasonable costs incurred to prevent or limit the damage, as far as client demonstrates that these costs have led to the limitation of direct damage.
- DTC is not liable for indirect damage. Means:
 - Loss of profit.
 - Lost savings.
 - Consequential damages.
 - Damage to reputation.
 - Disappointing expectations or results.
 - Business or other blockages.
- As far as DTC is liable for failing to perform, or not timely or not properly performing the contract its liability is limited to the invoice amount.
- Any liability of DTC expires after 1 year. Failing this will void any right to compensation.
- DTC is not liable in the event of force majeure.
- The restrictions included in this article do not apply if the damage is due to willful misconduct or gross negligence of the DTC.

Article 13 Force majeure

- In case of force majeure all obligations of DTC are suspended. If DTC is not able to carry out its obligations towards the client as a result of force majeure for a period longer than two months, both parties are entitled to dissolve the agreement without any obligation to pay compensation in this case.
- Force majeure shall be understood in these terms and conditions, in addition to the law and jurisprudence, as all external causes, foreseen or unforeseen, which parties cannot influence, but which make it unable to fulfill their obligations, including strikes in the company of DTC, suppliers and other third parties.
- DTC has the right to invoke force majeure if the circumstances which prevent (further) fulfillment of the agreement occur after DTC should have fulfilled its obligations.
- If DTC, at the time of the commencement of force majeure, has partially fulfilled its obligations, or as a result of force majeure only partially meet its obligations, DTC shall be entitled to invoice separately the parts already executed or still to be executed and the client shall be bound to pay this invoice as if it were a separate contract, unless the still to be executed part has no value on itself.

Article 14 Complaints

- A complaint about the performance of the contract, services, consulting, training and/or the invoice from client must be made within 5 business days after discovery or after invoice date in writing to DTC.
- All complaints should be received by DTC within five working days after the date of invoice.
- If the time limit referred to in paragraph 1 and/or 2 are/is passed, work or the invoice shall be deemed to be approved and all rights in this respect expire.

- A complaint does not suspend the payment obligations or other obligations under the agreement or these terms and conditions of the client, unless DTC expressed in writing to client that his complaint is well founded.
- If the client's complaint is justified, DTC has the choice between adjusting the invoice, improve or carry out the work again free of charge, or carry out all or part of the performance of the contract or work again. By fulfilling these actions DTC is, in respect of its obligations to the client, fully discharged and is released from further (damage-) compensation.

Article 15 Guarantees

- DTC guarantees that the services, products and/or training are carried out to its best ability and insights and in accordance with the requirements of good workmanship.

Article 16 Retention of title

- Any deliveries under the agreement remain the property of DTC until the client has fulfilled all obligations under the agreement.
- The goods supplied by DTC, which fall under the retention of title pursuant to paragraph 1, may not be resold. The client is not entitled to mortgage the goods falling under the retention of title in any way.
- Client must always do that what may be reasonably expected of him to protect the property rights of DTC. If third parties seize the delivered goods subject to retention of title or wish to establish or assert rights thereto, then the client is obliged to immediately notify DTC thereof.
- In case DTC wishes to exercise its property rights, client provides DTC in advance unconditional and irrevocable permission to enter all places where the properties of the DTC are located and to take them back.

Article 17 Applicable law and competent court

- To all agreements, disputes, services, products, quotes, training and invoices only Dutch law applies, whether or not a client is established or domiciled abroad.
- The applicability of the Vienna Sales Convention is excluded.
- All disputes between DTC and a client will be attempted to be settled among themselves, before it is submitted to the competent court.
- Disputes between DTC and a client who acts in the exercise of a profession or business in which no solution can be reached by mutual agreement shall be submitted to the competent court in the location of DTC, unless otherwise required by law.
- Parties have the right to submit the dispute to an independent arbitration institute or mediator. The ruling of an independent arbitration is binding for parties.

Part 2: Training

Article 18 General

- On all training these conditions apply. By signing up for a training client declares to have received these terms and conditions and agrees to them.
- The present provisions, in addition to the above provisions '1. General provisions' apply to all trainings of DTC. The general provisions are inextricably linked with the present provisions. In case of differences in interpretation between the provisions of '1. General provisions' and the present provisions, the latter shall prevail.

Article 19 Signing up and cancellation of a training

- Registration for a training must be done in writing or via the website of DTC. The registration for a training is only binding and final after DTC has confirmed this in writing.
- DTC has the right to refuse a registration for a training when DTC feels a training is not suitable for a client.
- A training is conducted on the agreed date, time, and location. DTC reserves the right to change this date, time and/or location without giving reasons. In this case, DTC will inform client of this change by email.

Article 20 payment and invoicing

- Prices are non-binding unless otherwise agreed in the agreement with DTC.
- Client will receive the invoice for the training after signing up for a training. Payment shall be in accordance with the provisions of article 10 of these terms and conditions.
- Billing takes place approximately 3 weeks prior to the beginning of the training, unless otherwise agreed.
- Payment of a training must be completed before the start of the training.
- DTC is entitled to desire a down payment when entering into an agreement for participation in a training. Payment of a down payment shall be in accordance with article 10 of these terms and

conditions. The remaining invoice amount must be paid no later than 3 days before the client training.

- DTC has the right to refuse participation of the client or any participant designated by the client to a training, or to suspend performance of the contract, if the client did not fulfill any payment obligations on time.

Article 21 Content of the training

- DTC has the right to change the content of a training organizationally and/or regarding content. DTC is also entitled to change the program of its trainings from time to time.
- Any materials may not, without the written permission of DTC, be supplied to a third party.
- If a training takes place at the office of client or a location chosen by the client, the client must ensure a suitable room with enough space for the training of DTC. Client should also make sure that all the required facilities, of which DTC indicates that they are necessary for giving a good training, are present at the location free of charge. Any costs for a location (other than at the office of DTC) shall be borne by the client. Client is solely responsible for the booking of a location.
- Any travel and accommodation expenses of DTC will be separately billed by DTC, unless the parties have agreed otherwise in the quotation or agreement.
- If a training takes longer than the time agreed upon, DTC shall be entitled to invoice additional costs.

Article 22 Training cancellation by the client

- The client has the right to cancel the participation to a training in writing or by email. The cancellation date is the date of the postmark or the email receipt date.
- Unless otherwise agreed, the following conditions apply to the cancellation of a training:
 - Before the start of the training the client may cancel if there is a 'good reason'. A 'good reason' means reasons in general to be described as severe circumstances that could not reasonably have been foreseen by the client when signing up for the training and that prevent the client to participate in the training. This includes -but is not limited to- illness or the death of a family member.
 - If the client cancels within 21 days before the start of the training, DTC is entitled to charge a cancellation fee to client. This cancellation fee is 50% of the total invoice amount.
 - If cancellation occurs less than three working days before the start of the training or in case of non-appearance of the client, then the client is due the full invoice amount.
- If the client itself is unable to participate in a training then he has, after consultation with DTC, the possibility to designate a replacement participant.
- If the client, or a participant designated by the client, after the start of the training ends the participation before the training ends or otherwise does not take part in the training, the client shall not be entitled to any refund.
- When participating in a multi-day training it is not possible to cancel the training between the training days.

Article 23 Cancellation of a training by DTC

- DTC has the right to cancel a training without giving reasons.
- DTC is entitled to relocate and/or cancel a training if there are insufficient or too many applications for a training.

Part 3: Consulting

Article 24 General

- These provisions are, in addition to the above provisions '1. General provisions' applicable to the consulting service. The general provisions are inextricably linked with the present provisions. In case of differences in interpretation between the provisions of '1. General provisions' and the present provisions, the latter shall prevail.
- In addition to these conditions, the provisions of the agreement which is closed between DTC and the client, apply. In case of differences in interpretation between the terms and conditions and the provisions of the agreement, the agreement shall prevail over the provisions of the terms and conditions.

Article 25 Agreement

- For all consulting assignments between DTC and the client an agreement is closed.

Article 26 Collaboration client

1. A client must provide to DTC timely and correct all data, materials and information, of which DTC has said to be necessary or which the client reasonably understands to be necessary for the proper performance of the agreement. The client is responsible for the accuracy, completeness and reliability of the data, materials or information provided by him or on his behalf to DTC. DTC is not responsible and/or liable. Client indemnifies DTC therefore.
2. If for the timely and proper execution of the agreement the support of employees of client is necessary the client shall timely make these employees available to DTC.
3. The client shall ensure that provided data, materials or information are free of copyright or other proprietary rights. DTC is never liable for materials that are not free of copyright.

Article 27 Liability

1. On all consulting contracts, the liability is limited to what is provided in article 12 of these terms and conditions, unless parties have agreed otherwise in the contract.

Article 28 Implementation consulting

1. Consulting aims to support a particular project of the client during an agreed period.
2. Consulting can take place on location of the client. If this is necessary for the implementation of the agreement, client will supply to DTC free of charge a work area and the required facilities.
3. DTC will make an effort to conduct the agreement to its best insight and capacity and in accordance with the requirements of good workmanship. DTC cannot guarantee that it constantly achieves the agreed result. DTC does not guarantee any results but has an obligation to make an effort to it.
4. All delivery times are never firm dates. If DTC exceeds a delivery time, the client has to send a letter of default to DTC, giving a reasonable term within DTC can correct the default.
5. DTC has the right to carry out an agreement in phases and to invoice the already executed phases separately.
6. Client is solely responsible for the outcome of an analysis. DTC not responsible or may not be held liable for any analyses. Client uses any analyses, opinions etc. for its own account and risk.
7. The consulting agreement is carried out as described in the quote and or in the agreement.
8. Consulting assignments are, unless otherwise agreed in the agreement, always based on hour's calculation or on the basis of a fixed amount for the entire agreement.
9. All quotes for consulting agreements are based on the information provided by the client. The client guarantees that he provided to the best of its knowledge all the relevant information. If it is found that the information provided by or on behalf of the client is incorrect or incomplete DTC has the right to adjust the quotation or the agreement.
10. If it is necessary in the interests of the consulting agreement, DTC is entitled to modify its work.
11. All data, information, materials and documents are part of the agreement, unless the parties have agreed otherwise.

Article 29 Payment

1. Payment of the invoice shall be in accordance with the terms of payment as provided for in article 10 of these terms and conditions.
2. When DTC demands a down payment, the client must make this down payment within 14 calendar days of the invoice date. As long as the client has not made the down payment, DTC will not start DTC with the performance of the contract.
3. Any additional costs or costs of third parties will be separately invoiced.

Part 4: Services

Article 30 General

1. The present provisions, in addition to the above provisions '1. General provisions' apply to the services of DTC. The general provisions are inextricably linked with the present provisions. In case of differences in interpretation between the provisions of '1. General provisions' and the present provisions, the latter shall prevail.

Article 31 Implementation agreement

1. DTC will make an effort to conduct the agreement to its best insight and capacity and in accordance with the requirements of good workmanship. DTC cannot guarantee that it constantly achieves the agreed result. DTC does not guarantee any results but has an obligation to make an effort to it.
2. All delivery times are never firm dates. If DTC exceeds a delivery time, the client has to send a letter of default to DTC, giving a reasonable term within DTC can correct the default.
3. DTC has the right to carry out an agreement in phases and to invoice the already executed phases separately.

4. If the agreement consists of an analysis than the client is solely responsible for collecting the input.
5. Client is solely responsible for the outcome of an analysis. DTC not responsible or may not be held liable for any analyses. Client uses any analyses, opinions etc. for its own account and risk.
6. All services are delivered with a so-called 'Delivery document'. In addition, client has to sign a so-called. 'Project closure' document upon delivery of the project. By signing this document the client accepts the service provided by DTC. After the signature of this document the client cannot file any complaints on the service provided by DTC.

Article 32 Disruption of service

1. Directly after ascertaining downtime, client will inform DTC per e-mail and phone about the downtime and will provide information on:
 - The nature of the downtime
 - The affected services
 - The name, phone number and e-mail address of the client's point of contact.
2. After informing DTC, DTC will in according with article 32.1 give a time estimate for repair and/or maintenance and will make an effort to recover the services as soon as possible.
3. Client is only eligible to response- and recovery times if a SLA agreement has been established.
4. Instead of repairing the service, DTC has the right to replace the service with a reasonable alternative.
5. If DTC cannot recover the downtime or present a reasonable alternative which leads to a downtime of more than 2 (two) consecutive hours.