



General Delivery Terms of Suited Support

1. General

- 1) The following defined terms are used in these General Terms of Delivery:
 - (a) General Delivery Terms: the provisions contained in the present document entitled 'General Delivery Terms of SuitedSupport.'
 - (b) SuitedSupport: the contractor. SuitedSupport is the trade name of Suited Support, registered in the Trade Register with Chamber of Commerce number 83559914.
 - (c) Employee: a person employed by or otherwise working for SuitedSupport, performing work assigned by SuitedSupport. All clauses in these General Terms and Conditions are also made for the benefit of Employees of SuitedSupport and/or authorised representatives of SuitedSupport, including directors of SuitedSupport and all those working for SuitedSupport.
 - (d) Assignment: an assignment given by Client to SuitedSupport.
 - (e) Client: the person who gives or has given an Assignment to SuitedSupport.
 - (f) Party: Client or SuitedSupport.
 - (g) Parties: Client and SuitedSupport jointly.
- 2) A defined term has the same meaning in the plural as in the singular, as is also the case the other way round, unless otherwise apparent from the context in which a defined term is used.
- 3) All assignments are, setting aside articles 404 and 407 paragraph 2 and 409 Book 7 of the Dutch Civil Code, accepted and carried out exclusively by SuitedSupport.

2. Applicability

Unless otherwise agreed, these general terms and conditions apply to all offers and agreements of or with Suited Support and all related acts, both preparatory and executive. The present terms and conditions also apply to all agreements with Suited Support, the execution of which requires the involvement of third parties.

3. Company description

Suited Support is an independently operating organisation. It provides:

- Coaching
- Training
- (organisational) advice
- External confidential advisor The Stay Conversation / Het Blijfgesprek

4. Definitions

- a. Contractor: Suited Support, which uses these general terms and conditions to offer services.
- b. Client: the natural or legal person who commissions the contractor to perform work.
- c. Agreement: an oral, written, digital or email contract between the client and the contractor regarding an agreed service provision.



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5. Execution of the agreement

- a. The Contractor shall execute the Agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship.
- b. The Contractor has an obligation of effort towards the Client; never an obligation of result.
- c. If and to the extent required for the proper performance of the Agreement, the Contractor shall be entitled to have certain Work performed by third parties. This will always take place in consultation with the Client.
- d. The Client shall ensure that all data which the Contractor indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the Agreement shall be provided to the Contractor in good time. If the data required for the performance of the Agreement are not provided to the Contractor in time, the Contractor shall be entitled to suspend the performance of the Agreement and/or to charge the Principal the additional costs arising from the delay in accordance with the customary rates.
- e. The Contractor is not liable for damage, of whatever nature, due to the fact that the Contractor has relied on incorrect and/or incomplete data provided by the Principal, unless the Contractor should have been aware of such incorrectness or incompleteness.

6. Prices and offers

- a. All offers and quotations made by or on behalf of the contractor are without obligation, both in terms of price, content and delivery time, and expire after 30 days.
- b. The prices in the offers mentioned are exclusive of VAT and travel expenses, unless indicated otherwise.
- c. Quotations are based on the information available with the Contractor.
- d. An agreement is established at the moment the offer or contract signed for approval by the customer is received and accepted by the contractor.
- e. Work for which no fixed price has been agreed will be charged to the Client on the basis of subsequent calculation and at the agreed rates. If no rates have been agreed in advance, the rates shall be determined on the basis of the Contractor's usual rates.

7. Terms of payment

- a. Payment takes place monthly, unless agreed otherwise in advance.
- b. Invoices must be paid no later than 30 days after the invoice date, including VAT, into the bank account designated by the Contractor.
- c. If payment is not made on time, the Client will be in default by operation of law and will owe default interest equal to the prevailing statutory interest rate from the due date, even without a notice of default to that effect. If the Contractor surrenders its claim against the Client for collection, the Client shall owe all judicial and extrajudicial costs involved in collection.
- d. The Principal shall notify the Contractor in writing of any objections to the Contractor's invoice within two weeks of the invoice date, failing which the Principal shall be deemed to have approved the amount of the invoice.



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8. Duration and termination

- a. The agreement is entered into for an indefinite period unless the parties expressly agree otherwise in writing.
- b. If the duration of the agreement is determined in advance, this will be done in the quotation and after acceptance of this by the client. Early termination is only possible if the parties have agreed this in mutual consultation.
- c. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be done, parties will timely and in mutual consultation adjust the agreement accordingly.
- d. If amending or supplementing the Agreement has financial and/or qualitative consequences, or affects the time of completion, the Contractor will inform the Client as soon as possible.
- d. The Contractor shall be entitled to terminate the Agreement with immediate effect without notice of default or judicial intervention if the Client has been unable to meet his financial obligations within the agreed period.

9. Shortcomings - Reschedule appointments

- a. The contractor reserves the right to cancel or reschedule appointments free of charge in the event of illness, incapacity for work, death or serious illness of family or loved one, as a result of which the contractor is unable to carry out his assignment properly.
- b. For cancellations of individual psychological or advisory and coaching sessions by the client within 24 hours before the start of a session, 100% of the call costs will be charged to the client. From 48 hours to 24 hours before the start of the interview, as well as in cases of force majeure, 50% of the call costs will be charged. For trainings, cancellations by the client within 48 hours before the start of a training, 100% of the call costs will be charged to the client. From 72 to 48 hours before the start of the training, as well as in cases of force majeure, 50% of the call costs will be charged.

10. Force majeure

- a. In these general terms and conditions, force majeure means, in addition to what is understood in this respect by law and case law, all external causes, foreseen or unforeseen, over which the contracted party cannot exercise any control, but which prevent the contracted party from fulfilling its obligations.
- b. The Contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor has started to perform the Agreement.
- c. During force majeure, the obligations of the Contractor shall be suspended. If the period in which fulfilment of the obligations by the contracted party is not possible due to force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement without any obligation to pay damages.
- d. If the contractor has already fulfilled part of its obligations when the force majeure occurs, or can only partially fulfil its obligations, it is entitled to invoice separately the part already performed or part that can be performed, and the client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already performed and/or executable part has no independent value.



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11. Confidential information - confidentiality

The Contractor undertakes to keep all the Client's information and data confidential towards third parties. The contractor shall also take all possible precautions within the scope of the order to protect the interests of the client and the client's employees. Information is considered confidential if this has been notified by the other party or if this arises from the nature of the information. If there is a duty to report, Dutch law shall apply in respect of the duty to report.

12. Liability

- a. The contractor shall never be liable for direct damage or indirect damage, emotional damage or damage resulting from decisions taken by the customer, whether or not in consultation with the contractor.
- b. The client is at all times responsible for the choices made, his own behaviour and the consequences thereof, both during the time spent together with the contractor and afterwards.

13. Complaint procedure general Suited Support

- a. Complaints about the work performed must be reported in writing to the contractor by the client within 8 days of discovery, but at the latest within 14 days of completion of the work in question. The notice of default must contain as detailed a description as possible of the shortcoming, so that the Contractor is able to respond adequately.
- c. If no settlement is reached in accordance with these rules, or by engaging a mediator, the court in the Contractor's place of residence will have exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the contracted party is entitled to summon its counterparty before the court that is competent according to the law.

13a External confidential counsellor, The Stay Conversation/ Het Blijfgesprek

Before the commencement of the investigation and/or the engagement of the Contractor as confidential counsellor, the Contractor and the Principal shall agree on the procedure that will apply to the investigation and/or the activities as confidential counsellor.

Recommendations as a result of The Stay Conversation will be provided to the Principal by or on behalf of the Contractor in writing, confidentially and, if necessary, anonymously.

The contractor is never liable nor responsible for decisions and their consequences taken by the client as a result of the advice.

If the contractor is sued by third parties for the consequences of the decision taken on the advice of the contractor, all costs arising therefrom shall be for the account and responsibility of the client.

The contracted party and the client explicitly agree that written advice given as a result of the interviews or work as a confidential adviser will never be submitted in legal proceedings, not even when anonymised. Nor shall the contractor or any of the employees employed by the contractor or appointed for the work be called as a witness in legal proceedings.



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14. Retention of title

- a. All items supplied and loaned by the Contractor, which may include tests, maps, games, sketches, software, books, drawings, exercises, etc., remain the (intellectual) property of the Contractor, are intended solely for the Client's use and may not be reproduced, disclosed, or brought to the notice of third parties by him/her without the Contractor's prior consent.
- b. The customer is not authorised to pledge or otherwise encumber the items covered by the retention of title.
- c. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the customer will be obliged to inform the contractor of this as soon as may reasonably be expected.
- d. The customer undertakes to take the best possible care of the goods delivered under retention of title and to return them to the contractor in the best usable condition. In the event of damage caused by the customer, the contractor shall recover such damage from the customer.