

General Terms and Conditions

Crispijn Finance & Control B.V.

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Article 1 – Definitions

In these General Terms and Conditions, the following definitions apply:

Contractor: Crispijn Finance & Control B.V., having its registered office in Hazerswoude-Rijndijk, registered with the Dutch Chamber of Commerce under number 95769137.

Client: any natural person acting in the course of a profession or business, legal entity or other organization entering into an Agreement with the Contractor.

Agreement: any contract for services between the Contractor and the Client, including a quotation, engagement confirmation, agreement or other engagement agreed in writing.

Services: all activities to be performed by the Contractor for the Client, including financial, business economics, organizational and strategic services, Finance & Control, CFO services, interim and project-based support and related activities.

Engagement: the activities and deliverables described in the Agreement.

Article 2 – Applicability

1. These General Terms and Conditions apply to all offers, quotations, Engagements and Agreements of the Contractor.
2. The applicability of any general terms and conditions of the Client is expressly rejected, unless otherwise agreed in writing.
3. Any deviations from these General Terms and Conditions shall only be valid if agreed between the parties in writing.
4. In the event of any conflict between a provision of the Agreement and these General Terms and Conditions, the provision of the Agreement shall prevail.
5. If any provision of these General Terms and Conditions is void or is annulled, the remaining provisions shall remain in full force and effect. The parties shall replace the relevant provision with a valid provision that reflects the purpose and intent of the original provision as closely as possible.

Article 3 – Formation and Performance of the Engagement

1. An Agreement is formed as soon as a quotation or engagement confirmation issued by the Contractor has been accepted by the Client in writing or electronically, or as soon as the Contractor has commenced performance of the Engagement with the Client's consent.
2. The Contractor shall perform the Engagement to the best of its knowledge and ability and in accordance with the standards that may reasonably be expected of a diligent professional service provider.
3. Unless expressly agreed otherwise in writing, the Contractor's obligation is an obligation to use reasonable endeavors and does not constitute a guarantee of results.
4. The Contractor shall independently determine the manner in which the agreed activities are performed, taking into account the agreed objectives, deliverables, deadlines and applicable laws and regulations.
5. The Contractor is entitled to perform services for other clients.

6. Activities falling outside the agreed scope shall only be performed following further written agreement regarding the activities, planning and any additional fees.

Article 4 – Client Obligations

1. The Client shall provide in a timely manner all information, data, access to systems and other cooperation reasonably required for the performance of the Engagement.
2. The Contractor may rely on the accuracy, completeness and reliability of information provided by or on behalf of the Client, unless the Contractor knows or reasonably ought to know that such information is incorrect.
3. If the Client fails to provide the necessary information or cooperation, or fails to do so in a timely manner, the Contractor is entitled to suspend performance of the Services. Any additional work or costs resulting from this may be charged to the Client.
4. The Client remains responsible for decisions made on the basis of analyses, advice, reports or other information provided by the Contractor.

Article 5 – Independence and Engagement of Third Parties

1. The Contractor shall perform the Services as an independent contractor. The parties expressly do not intend to create an employment relationship.
2. Within the scope of the agreed Engagement, the Contractor shall independently determine its working methods, planning, place of performance and use of resources.
3. The Contractor is entitled to engage qualified third parties, employees or substitutes in the performance of the Engagement and shall remain responsible for the activities performed by them on behalf of the Contractor.
4. Where access to the Client's premises, systems or data is necessary for the performance of the Engagement, the Contractor shall comply with the Client's reasonable security, safety and compliance requirements.

Article 6 – Fees and Costs

1. The fees for the Services shall be specified in the Agreement and may consist of an hourly rate, daily rate, fixed project fee, periodic fee or another agreed pricing structure.
2. All amounts are exclusive of VAT and other government-imposed taxes or levies, unless expressly stated otherwise.
3. Unless otherwise agreed in writing, ordinary travel and accommodation expenses, travel time, administrative costs and customary communication costs are included in the agreed fee.
4. Exceptional external costs or third-party costs necessary for the performance of the Engagement shall only be charged separately if agreed with the Client in advance.
5. Activities outside the agreed scope shall be charged separately at the applicable agreed rate or fee.

Article 7 – Invoicing and Payment

1. Invoicing shall take place in accordance with the provisions of the Agreement.
2. Unless otherwise agreed in writing, invoices are payable within 14 calendar days of the invoice date.
3. The Client is not entitled to suspend or set off payments, except to the extent otherwise required by mandatory law.
4. If the Client fails to pay within the agreed payment period, the Client shall automatically be in default and statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code shall be due from the payment due date.
5. All reasonable judicial and extrajudicial costs incurred by the Contractor in obtaining payment shall be borne by the Client.

6. If a due and undisputed invoice remains unpaid, the Contractor is entitled, following written notice, to suspend performance of the Services until payment has been made in full.

Article 8 – Term and Termination

1. The term of the Agreement shall be specified in the relevant Agreement.
2. A fixed-term Agreement shall automatically terminate on the agreed end date.
3. A fixed-term Agreement may not be terminated for convenience before the agreed end date unless the Agreement expressly provides otherwise or the parties jointly agree in writing to early termination.
4. An Agreement for an indefinite term may be terminated in writing by either party subject to one month's notice, unless a different notice period has been agreed in writing.
5. Without prejudice to the foregoing, either party is entitled to terminate the Agreement, in whole or in part, with immediate effect if:
 - a. the other party is declared bankrupt, applies for a suspension of payments or ceases its business operations;
 - b. the other party materially breaches its obligations and, where the breach is capable of remedy, fails to remedy that breach within fourteen calendar days following written notice of default;
 - c. the other party acts in a seriously culpable manner as a result of which continuation of the Agreement cannot reasonably be required; or
 - d. performance of the Engagement has become permanently impossible.
6. Upon termination, all Services performed, costs incurred and amounts already due up to the date of termination shall remain payable in full.

Article 9 – Confidentiality

1. The parties shall treat all confidential information received from each other in connection with the Agreement as strictly confidential.
2. Confidential information shall in any event include non-public financial, commercial, strategic, technical and organizational information, personal data, customer and supplier information, pricing information, reports, documents and access credentials.
3. Confidential information shall only be used for the performance of the Agreement and shall only be disclosed to persons who reasonably require such information for that purpose.
4. The confidentiality obligation shall not apply to information that can be demonstrated to have already been publicly available without breach of any confidentiality obligation, to have already been lawfully known to the receiving party, to have been independently developed or to have been lawfully obtained from a third party.
5. If a party is legally required to disclose confidential information, it shall, to the extent legally permitted, inform the other party in advance.
6. The obligations under this Article shall survive termination of the Agreement.

Article 10 – Intellectual Property

1. All intellectual property rights relating to methods, models, templates, calculation models, dashboards, working methods, software, document structures, know-how and other tools developed by the Contractor prior to the Engagement or independently thereof shall remain exclusively vested in the Contractor.
2. Reports, analyses, presentations and other deliverables specifically prepared for the Client may, following full payment, be used by the Client without restriction within its own organization.

3. To the extent that such deliverables incorporate intellectual property of the Contractor as referred to in paragraph 1, the Client shall only acquire a non-exclusive and non-transferable right to use such intellectual property for its own business purposes.
4. Without the Contractor's prior written consent, the Client is not entitled to commercially exploit, sell, publish or license to third parties any materials referred to in paragraph 1.
5. The Contractor remains entitled to use general knowledge, experience, methodologies and non-confidential insights acquired during the performance of an Engagement for other activities.

Article 11 – Liability

1. The Contractor shall only be liable for direct loss or damage that is the direct result of an attributable failure by the Contractor to perform the Agreement.
2. To the extent permitted by law, the Contractor shall not be liable for indirect or consequential loss or damage, including in any event loss of profit, loss of revenue, loss of savings, business interruption, loss of goodwill, loss of business opportunities and loss, damage or corruption of data.
3. The Contractor's total liability, on any legal basis whatsoever, shall be limited to the amount of fees, excluding VAT, actually paid by the Client to the Contractor under the relevant Agreement during the twelve months preceding the event giving rise to the loss or damage or, if the Agreement has been in effect for less than twelve months at that time, the fees actually paid during that shorter period.
4. Where multiple related events occur, they shall be treated as a single event for the purposes of the limitation of liability.
5. The Contractor shall not be liable for loss or damage resulting from incorrect, incomplete or untimely information provided by or on behalf of the Client.
6. The Contractor shall not be liable for decisions made by the Client or third parties on the basis of advice, analyses, reports, forecasts or other information provided by the Contractor, except to the extent that such loss or damage results from an attributable failure by the Contractor.
7. Any claim for damages shall lapse if the Client has not notified the Contractor in writing of its claim within twelve months after the Client became aware, or could reasonably have become aware, of the loss or damage and the Contractor's potential liability, to the extent such limitation is permitted by law.
8. The limitations set out in this Article shall not apply to the extent that liability cannot be excluded or limited under mandatory law, including in the event of intent or deliberate recklessness on the part of the Contractor's management.

Article 12 – Advice, Forecasts and Decision-Making

1. Advice, forecasts, budgets, scenarios, valuations and other financial or business analyses are based on the information and circumstances known at the time they are prepared.
2. The Contractor does not guarantee that projected financial, commercial or operational results will actually be achieved.
3. Ultimate responsibility for business decisions, investment decisions, financing decisions and their implementation shall at all times remain with the Client.
4. Unless expressly agreed otherwise in writing, the Contractor does not provide legal, tax or investment advice requiring specific regulated expertise or licenses.

Article 13 – Personal Data

1. The parties shall comply with applicable privacy legislation, including the General Data Protection Regulation (GDPR).
2. Each party is, in principle, independently responsible for personal data it processes for its own purposes.
3. Where the Contractor processes personal data on behalf of the Client and the Client acts as controller and the Contractor as processor, the parties shall, where necessary, enter into a separate data processing agreement.
4. The Contractor shall implement appropriate technical and organizational measures to protect personal data.

Article 14 – Force Majeure

1. Neither party shall be required to perform an obligation where performance is prevented by circumstances reasonably beyond its control and for which it cannot be held responsible under applicable law, a legal act or generally accepted principles.
2. Depending on the circumstances, force majeure may include serious disruptions to essential infrastructure or communications, cyber incidents beyond the reasonable control of the affected party, government measures, war, natural disasters and other circumstances that render performance reasonably impossible.
3. The affected party shall notify the other party of the force majeure event as soon as reasonably possible.
4. If the force majeure event continues for more than sixty days and performance of the Engagement remains materially impossible as a result, either party is entitled to terminate in writing the unperformed portion of the Agreement.
5. Services already performed prior to the occurrence of the force majeure event shall remain payable.

Article 15 – Conflicts of Interest

1. The Contractor is entitled to perform services for other clients, including businesses operating in the same sector, provided that no confidential information of the Client is used or disclosed.
2. If a material conflict of interest arises during the performance of the Engagement, the Contractor shall inform the Client and the parties shall discuss reasonable measures to manage the conflict.

Article 16 – Assignment

Neither party is entitled to assign its rights and obligations under the Agreement to a third party without the other party's prior written consent, except to the extent otherwise required by mandatory law.

Article 17 – Governing Law and Disputes

1. All offers, quotations, Engagements, Agreements and these General Terms and Conditions shall be governed exclusively by Dutch law.
2. The parties shall endeavor to resolve any dispute amicably through consultation before commencing legal proceedings.
3. If the parties are unable to reach a resolution, the dispute shall be submitted exclusively to the competent court of the District Court of Amsterdam, unless otherwise required by mandatory law.

Article 18 – Final Provisions

1. Amendments or additions to an Agreement shall only be valid if agreed between the parties in writing or electronically.
2. A party's failure or delay in exercising any right shall not constitute a waiver of that right.
3. Provisions which by their nature are intended to survive termination of the Agreement, including provisions relating to payment, confidentiality, intellectual property, personal data and liability, shall remain in force following termination.
4. These General Terms and Conditions may be amended by the Contractor. The version applicable to an Engagement shall be the version provided to the Client when entering into the relevant Agreement, unless otherwise agreed by the parties in writing.
5. The current General Terms and Conditions are available at www.crispijnfc.com

Language

These General Terms and Conditions are a translation of the original Dutch version. In the event of any discrepancy, inconsistency or difference in interpretation between the Dutch and English versions, the Dutch version shall prevail.