



Applied ECM
CONSULTING

General Terms and Conditions

1. Introduction

These general conditions apply to agreements between Applied ECM B.V. (further referred to as "Applied ECM") and the client for service delivery. Unless agreed otherwise AppliedECM is committed to perform to the best of her abilities.

2. Statement of Work

Before AppliedECM can offer on demand consultancy services, a statement of work (or work order) is signed by the client and AppliedECM, stating:

- AppliedECM and client contact persons;
- client invoice information such as purchase order number and invoice address;
- a description of the assignment or project;
- date of commencement of work;
- expected duration of the required effort and exertion;
- any location where the work will be required;
- rate agreements;
- if applicable, additional special assignment related conditions.

3. Fees and charges

The rates of AppliedECM, unless otherwise agreed, are excluding VAT, but including travel and accommodation expenses in The Netherlands. However, rates are excluding foreign travel; foreign travel will be procured at the most economic rate and charged at cost. Specific exclusions and limits are set forth below where applicable:

- Car travel will be charged at EUR 0,30 per kilometer;
- Subsistence will be charged at a maximum of EUR 45,- per day;
- Accommodation will be charged at a maximum of EUR 150,- per night.

Other conditions regarding fees and charges:

- time spent at weekends will be charged at 1.5 times standard rate;
- time spent on public holidays will be charged at 2 times the standard rate;
- travel time in excess of 3 hours per day will be treated as billable;
- a minimum of 2 hours per day will be charged for remote services and a minimum of 4 hours per day will be charged for onsite services.

4. Payment

Consultancy services are invoiced based on approved monthly timesheets; timesheets will be submitted by the consultant to the client for approval (in paper or by email). Timesheets not authorized / queried or rejected within 3 working days of receipt by the client will be automatically approved. Each consultant will submit a personal timesheet. The client is obliged to pay-out the invoiced declarations within 30 days unless specified otherwise. After this period is exceeded, AppliedECM is entitled to suspend work.

5. Confidentiality

Information supplied by the client may only be used for carrying out the assignment and will not be used outside AppliedECM for any other purpose. AppliedECM also imposes this obligation to its employees.

6. Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AND THE TOTAL LIABILITY OF AppliedECM SHALL BE LIMITED TO THE AMOUNTS PAID ON THE AGREED CONTRACT.

7. General Provisions

These Terms and Conditions and all contracts that refer to this agreement shall be governed solely by Dutch law. All disputes which may arise from this agreement will be submitted to the competent court in Haarlem, The Netherlands. There is a dispute if a party expresses this in writing to the other party.