



## **GENERAL SUPPLY TERMS AND CONDITIONS OF SUE**

SUE B.V.  
SUE Academy B.V.  
SUE Capacity B.V.  
SUE Consultancy B.V.

### **Date**

September 1st, 2022

### **Foreword**

These general supply terms and conditions govern the legal relationship between Sue and its clients. The general supply terms and conditions are divided into several sections, which are focusing on Sue's various forms of services, namely:

- Section 1. General provisions
- Section 2. Consultancy services
- Section 3. Professional services
- Section 4. Managed services



Contact details of Sue

Name	Contact details	Chamber of Commerce number	VAT number	IBAN
Sue B.V.	De Ooyen 9 4191 PB Geldermalsen 0345656666 legal@sue.nl	17101631	(NL)(0)8103.07.625.B01	NL27ABNA0458297623
Sue Academy B.V.	De Ooyen 9 4191 PB Geldermalsen 0345656666 legal@sue.nl	58253378	(NL)(0)8529.47.884.B01	NL47ABNA0491149611
Sue Capacity B.V.	De Ooyen 9 4191 PB Geldermalsen 0345656666 legal@sue.nl	30165494	(NL)(0)8094.65.541.B01	NL02ABNA0458297976
Sue Consultancy B.V.	De Ooyen 9 4191 PB Geldermalsen 0345656666 legal@sue.nl	58253149	(NL)(0)8529.47.732.B01	NL73ABNA0491021879



## Section 1 General

### Article 1 Applicability

1.1 These terms are the general supply terms and conditions of Sue B.V., Sue Academy B.V., Sue Capacity B.V. en Sue Consultancy B.V. (hereinafter: Sue) and apply to all offers and agreements for which Sue delivers goods and/or services, of whatever nature and under whatever name, to client.

1.2 These terms can only be departed from or be supplemented if agreed by parties in writing.

1.3 The applicability of any of client's purchase or other terms is explicitly excluded.

1.4 If and insofar as Sue makes products or services of third parties available to client or grants access to these products or services, the terms of the third parties in question apply to these products or services in the relationship between Sue and client and replace the provisions in these terms that depart from those third party terms.

1.5 If and insofar as the terms of third parties in the relationship between client and Sue referred to above prove to be inapplicable or are declared inapplicable for any reason whatsoever, these terms apply in full.

1.6 If any provision of these terms should be null and void or is annulled, the other provisions of these terms remain fully applicable and effective. In that case, Sue and client consult as to arrange for new provisions which have the same purport, as much as possible, and that will replace the provisions that are null and void or that have been annulled.

1.7 Without prejudice to the provisions of article 1.4 and in the event of a conflict between the provisions of the agreement and these terms, the following order of precedence applies:

1. the agreement
2. the attachments and/or addendums, if any
3. these terms

Where a specific section applies, it prevails over Section 1 General. To the extent the general section does not contravene the applicable provisions stipulated in the specific sections, the general section will always apply.

### Article 2 Completion

2.1 All of Sue's offers and other forms of communication are without obligation, unless Sue indicates otherwise in writing.

2.2 Offers and other forms of communication of Sue's representatives or other staff members only bind Sue after written confirmation by an authorized person. Only an agreement signed by an authorized signatory binds Sue to perform an agreement.

2.3 Client guarantees the correctness and completeness of the information provided and on which Sue based its offer.

2.4 In these terms, "in writing" also means communication by e-mail.

### Article 3 Prices and payment conditions

3.1 All prices are exclusive of turnover tax (VAT) and other product or service-specific levies imposed by the authorities.

3.2 Client cannot derive any rights or expectations from any cost estimate or budget issued by Sue.

3.3 In the event client should be under a periodic payment obligation, Sue may index her applicable prices and rates on the basis of the CBS Consumentenprijsindex (CPI) by a percentage equal to the CBS-index relating to the Consumer Price Index (CPI) in the preceding year. If the price index is negative in any year, no price index will be made.

3.4 Sue will send client an invoice for the amount payable by client. The payment term for invoices is within 7 days of the date of the invoice. Client is neither entitled to suspend any payments nor to set off any of the sums due.

3.5 If client should fail to pay the sums due or does not pay these on time, the statutory interest for commercial agreements is payable by client on any outstanding sum, without a reminder or notice of default being required. If client should fail to pay the sum due even after a reminder or notice of default, Sue can pass on the claim for collection and client is obliged to pay, within reason and in addition to the



total sum due at that time, all judicial and extrajudicial costs, including all costs charged by attorneys, bailiffs and collection agencies. All of which is without prejudice to any of Sue's statutory and contractual rights.

#### Article 4 Confidentiality

**4.1** The Parties will treat the information they provide each other before, during or after the performance of the agreement as confidential, if such information has been marked as confidential or if the recipient party is aware or should reasonably assume that the information is intended to be confidential. The Parties will also impose this obligation on their employees as well as on any third parties they have engaged to perform the agreement.

**4.2** This prohibition does not apply if and insofar as the information concerned must be provided to a third party in compliance with a judicial decision, a statutory requirement, a statutory order by a public authority or for the proper performance of the agreement.

**4.3** The party that receives the confidential information may only use it for the purpose for which it has been provided.

#### Article 5 Data processing

**5.1** If this should be relevant, in Sue's opinion, for the performance of the agreement, client informs Sue in writing, at Sue's request, about the way in which client performs its obligations under the General Data Protection Regulation ('GDPR').

**5.2** Client indemnifies Sue against any claims by persons whose personal data are or have been processed and for which processing client is responsible pursuant to the law.

**5.3** Client is fully responsible for the data that it processes when making use of a service provided by Sue. Client guarantees vis-à-vis Sue that the content, use and/or processing of the data are not unlawful and do not infringe any third party's right. Client indemnifies Sue against any claims by a third party instituted, for whatever reason, in connection with these data or the performance of the agreement.

**5.4** If, further to a request or a lawfully issued order by a public authority or in the context of a statutory obligation, Sue should perform activities with relation to data of client, client's employees or users, any costs involved in this may be charged to client.

**5.5** If Sue performs activities for client as a processor as meant in the GDPR, Section 5 'Data processing agreement' also applies. By agreeing to these terms, client also agrees to section 5 'Data processing agreement' as published on the website of [Sue](#).

#### Article 6 Security

**6.1** If Sue is obliged to provide some form of information security under the agreement, this protection meets the specifications on security that parties have agreed on in writing. Sue does not guarantee that the information security provided is effective under all circumstances.

**6.2** If the agreement does not include an explicitly defined security method, the security features provided meet a level that is not unreasonable in view of the state of the art, the implementation costs, the nature, scope and context as known to Sue of the information to be secured, the purposes and the standard use of Sue's products and services and the probability and seriousness of foreseeable risks.

**6.3** The access or identification codes and certificates provided by or on behalf of Sue to client are confidential and must be treated as such by client, and they may only be made known to authorised staff in client's own organisation or company. Sue is entitled to change the access or identification codes and certificates. Client is responsible for managing these authorisations and for providing and duly revoking access and identification codes.

**6.4** In the event security features or the testing of security features pertain to software, hardware or infrastructure that has not been delivered by Sue to client, client guarantees that all licences or approvals have been obtained so that the performance of such activities is actually allowed. Sue is not liable for any damage caused by or in relation to the performance of these activities. Client indemnifies Sue against any claims, for whatever reason, arising from these activities being performed.

**6.5** Client adequately secures its systems and infrastructure and keeps these adequately secured.



**6.6** Sue may give client instructions about security features. If client should fail or follow the instructions issued by Sue or by a relevant public authority, or should fail to follow these in time, Sue is not liable and client indemnifies Sue against any damage that may arise as a result.

**6.7** Sue is always permitted to install provisions to protect works to which access is provided to client. Client shall not (cause to be) removed or (cause to be) circumvented such provision(s).

**6.8** Sue is not liable for damage or costs resulting from use or misuse of access or identification codes, certificates or other security devices.

#### Article 7 Retention of title and suspension

**7.1** All goods delivered to client remain the property of Sue until all sums due by client to Sue under the agreement entered into by parties have been paid to Sue in full.

**7.2** Where applicable rights are granted or transferred to client subject to the condition that client has paid all sums due under the agreement.

**7.3** If client fails to perform any obligation to which it is subject under the agreement, Sue has the right to suspend performance of all agreements concluded with client concerned, without requiring notice of default or judicial intervention, and without prejudice to Sue's right to compensation, loss of profit and interest.

#### Article 8 Transfer of risk

**8.1** The risk of loss, theft, misappropriation or damage of goods, information (including user names, codes and passwords), documents, software or data files that are created for, delivered to or used by client in the context of the performance of the agreement pass to client at the moment these are placed under the actual control of client or an auxiliary person of client.

#### Article 9 Intellectual property

**9.1** All intellectual property rights to works and/or materials developed or made available to client under the agreement remain exclusively vested in Sue, its licensors or its suppliers. Client is solely granted the rights of use laid down in these terms, in the agreement entered into by parties in writing and in the applicable mandatory legal provisions. A right of use granted to client is non-exclusive, non-transferable, non-pledgeable (*niet verpandbaar*) and non-sublicensable.

**9.2** If Sue is prepared to undertake to transfer an intellectual property right, such undertaking may only be explicitly effected in writing. If parties agree in writing that an intellectual property with respect to works and/or materials specifically developed for client is transferred to client, this does not affect Sue's rights or options to use and/or exploit, either for itself or for third parties and without any restriction, the parts, designs, algorithms, documentation, works, protocols, standards and the like on which the developments referred to are based for other purposes. Sue is also entitled to use and/or exploit, either for itself or for third parties and without any restrictions, the general principals, ideas and programming languages that have been used as a basis to create or develop any work for other purposes. The transfer of an intellectual property right does not affect Sue's right to continue developing, either for itself or for third parties, software - or elements of software - that are similar to or derived from software - or elements of software - that have been or are being developed for client.

**9.3** Client is not permitted to remove or change any indication with respect to the confidential nature of the works and/or materials or with respect to any intellectual property right pertaining to the works and/of materials, or have any such indication removed or changed.

**9.4** Client guarantees that no rights of third parties preclude making works and/or materials available to Sue for the purpose of use, maintenance, processing, installation or integration; this guarantee also pertains to client's having the relevant licences. Client indemnifies Sue against any claim of a third party based on the allegation that making any of this available and/or the use, maintenance, processing, installation or integration infringes a right of that third party.

**9.5** Sue is entitled to use client's figurative mark, logo or name in its external communication.

#### Article 10 Performance of services



10.1 All services provided by Sue are performed on the basis of a best-efforts obligation, unless and insofar as Sue has explicitly promised a result in the written agreement and the result concerned has been described in the agreement in a sufficiently precise manner.

10.2 Sue is not obliged to follow client's instructions when performing the services, more particularly not if these instructions change or add to the content or scope of the services agreed on. If such instructions are followed, however, the activities performed are charged at Sue's applicable rates.

#### Article 11 Obligation to provide information and to cooperate

11.1 Client vouches for the correctness and completeness of the data, information, designs and specifications provided by on or behalf of client to Sue.

11.2 Client bears the risk of selecting the items, goods and/or services to be provided by Sue. Client always exercises the utmost care to guarantee that the requirements set for Sue's performance are correct and complete.

11.3 If Sue's employees perform activities at client's premises, client ensures the facilities required are available, such as a workspace with computer and network facilities, on time and free of charge. Sue is not liable for damage suffered or costs incurred by transmission errors, malfunctions or the non-availability of these facilities.

11.4 The workspace and facilities must meet all statutory requirements. Client indemnifies Sue against claims of third parties, including Sue's employees, who, when performing the agreement, suffer damage caused by client's act or omission or by unsafe situations in client's organisation or company. Before the activities to be performed start, client informs the employees deployed by Sue about the company rules, information rules and security rules that apply in client's organisation.

#### Article 12 Terms

12.1 Sue makes reasonable efforts, within reason, to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are deadlines and/or strict dates, that it has specified or that have been agreed on by parties. The interim dates and delivery dates specified by Sue or agreed on by parties always apply as target dates are always indicative and do not bind Sue.

12.2 If a term or period of time is likely to be exceeded, Sue and client consult as to discuss the consequences of the term being exceeded in relation to further planning.

12.3 In all cases – therefore, also if parties have agreed on deadlines and strict delivery periods or dates and delivery dates – Sue is only in default because of a term or period of time being exceeded after client has served Sue with a written notice of default and has set a reasonable period of time for Sue to remedy the failure to meet its obligations and this reasonable term has passed. The notice of default must describe Sue's breach to meet its obligations as comprehensively and in as much detail as possible so that Sue has the opportunity to respond adequately.

12.4 Sue is not bound by a date or delivery date or term or delivery period, whether or not these are deadlines and/or strict dates, if parties have agreed on an adjustment in the content or scope of the agreement (additional work, a change of specifications, etc.) or a change in approach with respect to the performance of the agreement, or if client fails to fulfil its obligations under the agreement or fails to do so on time or in full. If additional work should be required during the performance of the agreement, this never constitutes a reason for client to give notice of termination of the agreement (*opzeggen*) or to terminate the agreement for breach (*ontbinden*).

#### Article 13 Termination

13.1 Either party is exclusively entitled to terminate the agreement for breach (*ontbinden*) following an imputable failure of the other party to meet its obligations under the agreement if the other party, in all cases after a written notice of default has been served that is as detailed as possible and in which the other party is granted a reasonable period of time to remedy the breach, should still imputably fail to meet any of its essential obligations under the agreement. Client's payment obligations and all obligations of client or a third party contracted by client to cooperate and/or to provide information apply in all cases as essential obligations under the agreement.





**13.2** If, at the time of the termination for breach, client has already received goods or services in the performance of the agreement, this performance and the relevant payment obligations cannot be undone. With due regard to the provisions of the preceding sentence, sums invoiced by Sue prior to the termination for breach in connection with what has already been properly performed or delivered in the performance of the agreement remain due in full and become immediately payable at the time of the termination for breach.

**13.3** Sue may terminate the agreement for breach or suspend the agreement in full or in part with immediate effect, without judicial intervention, in writing and without any obligation to pay compensation or grant indemnification, if:

- a. due to delay on client's side, Sue can no longer be required to fulfill the agreement under the terms and conditions originally agreed;
- b. in the event of the death of client, or if an application is made for a moratorium on payments or a winding up order;
- c. client's business is wound up;
- d. client's activities are halted or wound up;
- e. any of client's assets are seized;
- f. if a direct or indirect change occurs in the decisive control of client's company.
- g. circumstances arise, the nature of which renders fulfillment of the agreement impossible, or such that the Sue cannot be reasonably required to maintain the agreement unchanged.

**13.4** Sue is never obliged to repay any sum of money already received or pay any sum of money in compensation because of termination as referred to in article 13.3. If client is irrevocably bankrupted, its right to use the works and/or materials and the like made available to client ends, as does its right to access and/or use Sue's services, without Sue being required to cancel these rights.

#### **Article 14 Liability**

**14.1** Sue's total liability for an imputable failure in the performance of the agreement or arising from any other legal basis whatsoever, explicitly including each and every failure to meet a guarantee or indemnification obligation agreed on with client, is limited to the compensation of damages as described in more detail in this article.

**14.2** Direct damage is limited to a maximum of the price stipulated for the agreement in question (excluding VAT). If the agreement is mainly a continuing performance contract with a duration of more than one year, the price stipulated for the agreement is set at the total sum of the payments (excluding VAT) stipulated for one year. In no event does Sue's total liability for any direct damage, on any legal basis whatsoever, exceed EUR 500,000 (five hundred thousand euros).

**14.3** Sue's total liability for any damage arising from death or bodily injury or arising from material damage to goods is limited to the amount of EUR 1,000,000 (one million euros).

**14.4** Liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of client's clients, loss arising from the use of goods, materials or works of third parties prescribed by client to Sue and any damage and loss arising from contracting suppliers client has recommended to Sue is excluded. Liability for corruption, destruction or loss of data or documents is also excluded.

**14.5** The exclusions and limitations of Sue's liability described articles 14.2 up to and including 14.4 are without any prejudice whatsoever to the other exclusions and limitations of Sue's liability described in these general supply terms and conditions.

**14.6** Unless performance by Sue is permanently impossible, Sue is exclusively liable for an imputable failure in the performance of an agreement if client promptly serves Sue with a written notice of default, granting Sue a reasonable period of time to remedy the breach, and Sue should still imputably fail to meet its obligations after that reasonable term has passed. The notice of default must describe Sue's failure as comprehensively and in as much detail as possible so that Sue has the opportunity to respond adequately.

**14.7** The right to compensation of damages exclusively arises if client reports the damage to Sue in writing as soon as possible after the damage has occurred. Any claim for compensation of damages filed



against Sue lapses by the mere expiry of a period of twelve months following the occurrence of damage, unless client has instituted a legal action for damages prior to the expiry of this term.

**14.8** Client indemnifies Sue against any and all claims of third parties arising from product liability because of a defect in a product or system that client delivered to a third party and that consisted in part of materials delivered by Sue.

**14.9** The provisions of this article and all other exclusions and limitations of liability referred to in these general supply terms and conditions also apply in favour of all natural persons and legal persons that Sue and Sue's suppliers contracts for the performance of the agreement.

#### **Article 15 Failures and force majeure**

**15.1** Neither party is obliged to meet any obligation, including any statutory and/or agreed guarantee obligation, if it is prevented from doing so by circumstances beyond its control (*overmacht*). Circumstances beyond Sue's control include, among other things:

- a. circumstances beyond the control of Sue's suppliers
- b. the failure by suppliers to properly meet obligations that were contracted by Sue on client's instructions
- c. defects in goods, hardware, software or materials of third parties that Sue uses on client's instructions
- d. measures by public authorities
- e. power failures, failures of the Internet, data network or telecommunication facilities
- f. (cyber) crime, (cyber) vandalism, war or terrorism: and
- g. general transport problems.

**15.2** If a force majeure situation lasts for more than thirty days, or as soon as it is determined that the force majeure situation will last longer than three months, either party has the right to terminate the agreement, in writing, for breach (*ontbinden*). In such event, all that has already been performed under the agreement must be paid for on a proportional basis, without anything else being due by either party to the other party.

#### **Article 16 Extra work and adjustments**

**16.1** If Sue has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, client is charged for these activities or for these goods or services on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of Sue's applicable rates. Sue is not obliged to honour such request and may require that, to that purpose, a separate agreement should be entered into in writing.

**16.2** Client realises that adjustments and extra work (may) result in terms and delivery periods and/or dates and delivery dates being postponed. Any new terms and delivery periods and/or dates and delivery dates indicated by Sue replace the previous terms and delivery periods and/or dates and delivery dates.

**16.3** Insofar as a fixed price has been agreed on for the agreement, Sue informs client, at client's request and in writing, about the financial consequences of the extra work or additional delivery of goods or services referred to in this article.

#### **Article 17 Transfer of rights and obligations**

**17.1** Client is not entitled to sell, transfer or pledge (*verpanden*) its rights and obligations under an agreement to a third party.

**17.2** Sue is entitled to sell, transfer or pledge (*verpanden*) any claims it has to payment of any sums due to a third party.

#### **Article 18 Applicable law and disputes**

**18.1** The agreements between Sue and client are governed by the laws of the Netherlands. Applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.





18.2 Disputes that may arise from an agreement between Sue and client and/or from any further agreements deriving from this agreement shall be exclusively resolved by the competent Dutch court of the district court in which Sue is located.



## Section 2: Consultancy

### Consultancy

The provisions of this Section 2. 'Consultancy' apply apart from Section 1 General, if Sue provides services in the field of consultancy.

#### Article 1 Consultancy

1.1 The agreement is established by signing a work order from Sue.

1.2 Sue shall perform consultancy services in a fully independent manner, at its own discretion and under supervisions of a teamleader of Sue.

1.3 The employee of Sue specified in the agreement shall perform activities for client. The results of these activities are at client's risk.

1.4 Unless otherwise agreed in writing, the employee of Sue is made available to client for forty hours a week.

1.5 Client may only deploy the employee made available to perform activities other than the activities agreed on if Sue has agreed to this in advance and in writing.

1.6 Sue makes reasonable efforts to ensure that the employee made available remains available, during the agreed days, to perform activities for the term of the agreement, except in the event of the employee's incapacity for work because of illness, training, vacation and if the employee leaves Sue's employment.

1.7 The use that client makes of any report drafted by Sue is always at client's risk. The burden of proof is on client to prove that the consultancy services or the way in which these are performed is not in compliance with that which has been agreed on in writing or that which may be expected from a competent supplier acting reasonably, without prejudice to Sue's right to provide evidence to the contrary, using any legal means.

1.8 Without Sue's prior written permission, client may not inform any third party about Sue's way of working, methods and techniques and/or the content of Sue's recommendations or reports. Client may not provide Sue's recommendations or reports to a third party or otherwise make Sue's recommendations or reports public.

#### Article 2 Evaluation

2.1 Sue and client shall periodically evaluate the performance of the services.

2.2 Client informs Sue, in advance and in writing, about circumstances of importance or circumstances that could be of importance to Sue, such as the manner of reporting, the issues to be addressed, client's prioritisation, the availability of client's resources and staff, and special facts or circumstances or facts or circumstances of which Sue is possibly unaware.

#### Article 3 Duration and termination

3.1 If nothing has been agreed by parties considering the duration of the consultancy services, the agreement is seen as an agreement for an indefinite period of time, in which case either party must observe a notice period of one calendar month. Termination by serving notice of termination (*opzegging*) must be served in writing. Sue is never obliged to pay any compensation because of this termination.

3.2 Client is not entitled to terminate (*opzeggen*) an agreement that has been entered into for a definite period of time before the end of the term.

#### Article 4 (Overtime) rate, travel time and stand-by services

4.1 The rate stated in the agreement does not include VAT but does include commuting expenses. A kilometre allowance of € 0,50 exclusive VAT applies to other travel expenses incurred at the instructions of client.

4.2 Client shall sign the hours sheet each week to confirm its approval. Signing the hours sheet is also regarded as permission for any overtime shown on the sheet. In the event of a difference of opinion, client is not obliged to sign the hours sheet for approval, and further consultation will take place immediately. If the parties do not reach agreement, they are both authorised to suspend their obligations except the obligation to pay the invoices that were already (partially) approved by client.

4.3 An invoice will be sent each month based on the approved hours sheets; it must be settled within 7 days after the end of the calendar month in which the hours were worked.



4.4 If, on client's instructions or at client's request, the employee of Sue works more hours per day than the agreed or usual number of working hours or works on days other than Sue's usual working days, the following overtime rates will apply, unless otherwise agreed:

- 25% before 8.00 a.m. and after 18.00 p.m. on working days;
- 25% for more than 40 hours per week;
- 50% on Saturdays;
- 100% on Sundays and holidays.

4.5 For standby services the rate is 15% of the basic hourly rate. In the event that an employee of Sue on standby is called upon to work, the normal hourly rate applies including overtime supplements if applicable, and at least one hour will be charged.

4.6 Time spent travelling in connection with a call-out while on standby is regarded as working hours.

#### Article 5 Working conditions

5.1 Client guarantees that the working hours, holiday periods, rest periods and other relevant working conditions are in compliance with relevant laws and regulations.

5.2 Client informs Sue about any intended temporary or permanent closure of its organisation or company.

#### Article 6 Hirer's liability and other liability

6.1 Sue ensures that amounts payable in terms of payroll tax, national insurance contributions, employee insurance contributions, income-related healthcare contributions and turnover tax for the employee of Sue under the agreement with client are paid on time and in full.



## Section 3: Projects

### Projects

The provisions of this Section 3. 'Projects' apply apart from Section 1. General, if Sue provides (custom) work on a project basis.

#### Article 1 Conclusion and implementation of a project

1.1 The agreement is established by signing a statement of work from Sue.

1.2 Unless otherwise agreed in writing, Sue's employees shall perform activities on normal working days between 8:30 a.m. and 5:00 p.m. local time. If access to specific locations is required, client is responsible for arranging access for Sue's employees in a timely manner.

1.3 All documentation and information serving the systems regarding the agreement is accurate and up-to-date. Sue is not responsible for verifying the accuracy of information provided by the customer, end user or other suppliers.

1.4 Sue is not responsible for resolving disruptions on external applications created by the activities described in the agreement.

1.5 Sue is not responsible for the behavior or performance of third parties as well as delays caused by the customer, end user or other third parties.

#### Article 2 Progress

2.1 Sue and client will consult each other to reach agreement on specific phases, delivery dates and periods for the project in the agreement.

2.2 Sue will keep client periodically informed of project progress.

#### Article 3. Specifications & software

3.1 The Parties will specify in writing the work to be developed, the requirements the work must satisfy and how the work will be carried out.

3.2 A written specification as referred to in article 3.1. is not required if client has expressed the wish to give Sue a large amount of freedom in the development of the works and how this is done.

3.3 If the work provided by client to Sue is protected by any intellectual property right, client will at all times guarantee that it holds all the required licences for provision to and the intended use by Sue within the scope of the agreement.

3.4 Unless agreed otherwise, Sue has the right to use images, software and third-party components, including open source software for the development of the work. After delivery, client shall be responsible for ensuring correct compliance with the relevant third-party licences when using the developed works. Sue will provide client with sufficient information on the applicable licence terms. Costs associated with the licences that are necessary for the implementation of the agreement, will be charged to client. This is specified in the quotation.

3.5 Client itself is responsible for updating its own applications, services, and infrastructure to ensure interoperability with the Sue's products and services.

3.6 Sue is not liable for the work being unusable if this is due to the fact that client has not migrated its systems to the current standards in good time (on the Contractor's instructions), or if client is using standards that are no longer supported in the industry. Sue no longer considers a standard introduced 12 months ago to be current.

#### Article 4 Completion, acceptance and rejection

4.1 Sue makes every effort to deliver the work to client for acceptance in accordance with the agreement.

4.2 By accepting the work client will release Sue from all its obligations in respect of the work.

4.3 If client does not reject the work (in part or in its entirety) within the period of three days they will be deemed accepted and delivered. Client is equally deemed to have accepted the work if it has taken them into operation or if client has failed to notify Sue within three days of delivery in writing that the work will for whatever reason(s) not be accepted.

4.4 If the work is not accepted, Sue will specify what adjustments will be made, stating the time required and any costs. Client will then state whether it agrees to the specified adjustments, the time required and any costs,



or whether it has decided against rejecting the work. Sue will make every effort to remedy the reproducible defects discovered by client within the term agreed by the parties and, if such a date is omitted, within a reasonable term.

4.5 The defects, including defects which cannot be deemed in either nature or number to form a reasonable impediment to operational utilisation of the work, will not constitute a reason for withholding acceptance, without prejudice to the obligation of Sue to repair such defects. The parties will consult with each other on this matter.

4.6 If the project is carried out in phases, client shall submit its approval or rejection of the work after delivery of each phase, with due observance of the above procedure. Sue is entitled to postpone commencement of a new phase until client has given its explicit approval for the previous phase.

4.7 Sue provides no guarantee that the goal pursued by client in respect of the work developed, or to be developed, by Sue will in fact be achieved.

4.8 Sue makes every effort to develop and supply its products/works to be as effective and free of faults as possible.

#### Article 5 Price and quotation

5.1 Sue performs the work on a project basis for a project fee, which may or may not be agreed upon.

5.2 Additional or unforeseen work resulting from incomplete documentation, incomplete access, non-compliance and/or delayed deliveries of hardware or software may incur additional costs. The parties will discuss this in a timely manner.

5.3 If an agreement is delivered in stages, Sue is entitled to invoice per stage delivered or monthly.

5.4 Payment of the total project amount is made in two equal parts, the first part before the start of the project and the second part after completion of the project. All prices quoted are exclusive of VAT and travel expenses.

5.5 Invoices must be paid within 7 days of the date of the invoice. A kilometre allowance of € 0,50 exclusive VAT applies to travel expenses incurred at the instructions of client.

#### Article 6 Extra work and adjustments

6.1 In accordance with the provisions of article 16.1 from Section 1 General, Sue may require a separate written agreement in the case of additional work and/or changes.

6.2 Sue considers necessary changing the agreement and/or entering into a separate agreement if, among other things:

- client fails to fulfil its obligations under the agreement resulting in, among other things, a change in the scope of the agreement, schedule or location of the service;
- there are delays caused by third parties that prevent Sue from performing the service offered in accordance with the agreement;
- unforeseen factors arise, such as but not limited to, new customer requirements, new network information, requests for non-standard work hours, expedited project scheduling and delays in access to and availability of resources required for the project.

#### Article 7 Duration and termination

7.1 If the duration is not defined in the agreement, the agreement will be deemed as having been terminated if the services stipulated in it have been provided by both parties.

7.2 Client is not entitled to terminate (*opzeggen*) the agreement before the end of the term.



## Finally

Do you have any questions about these terms and conditions? Please do not hesitate to contact Sue. You can contact Sue by calling 0345656666 or sending an e-mail to [legal@sue.nl](mailto:legal@sue.nl).