



# Your Strategic Partner

Your Strategic Partner  
Markerkant 13-88  
1314 AN Almere

## General Terms and Conditions

of Your Strategic Partner (September 1<sup>st</sup> 2008)

### 1 General Terms and Conditions

- 1.1 Under these General Terms and Conditions "YSP" is understood to be: any entity belonging to Your Strategic Partner making use of these General Terms and Conditions.
- 1.2 These General Terms and Conditions shall apply to all offers and agreements under which YSP provides the Principal with goods and / or services.
- 1.3 The applicability of any purchase conditions or other of the Principal is refused explicitly.
- 1.4 In the event that any of these stipulations are null and void or declared null and void, the remaining stipulations shall remain fully effective.

### 2 Price and payment

- 2.1 All prices are exclusive of turnover tax (19% VAT) and any other government levies.
- 2.2 The principal will pay invoices within fourteen days from the date of invoice.
- 2.3 In the event that the Principal fails to pay the amounts due within the agreed term, the Principal is obliged to pay the statutory interest rate from the date of maturity, without any notice of default being required. In the event that after notice of default the Principal remains in default to pay the debt, YSP has the right to charge the Principal with any (extra) judicial costs incurred with respect to the debt collection of the amounts then due and payable.

### 3 Confidential information

- 3.1 Any information supplied by one of the parties to the other party, of which the other party knows or in reason should know it to be of confidential nature, is considered confidential information. The party receiving that confidential information shall only use that information for the purpose for which it was supplied.
- 3.2 Without the approval of the other party, during the term of an agreement as well as during one year after its termination, none of the parties shall employ, approach for employment or otherwise either directly or indirectly have personnel of the other party that was involved in the realization of that contract, work for him.

### 4 Retention of title

- 4.1 Any items supplied to the Principal remain the property of YSP, until all amounts agreed upon, as well as the amounts meant in Section 2.3, have been paid in full to YSP.

### 5 Risk

- 5.1 The risk of loss of or damage to the items that are the subject of an agreement, passes to the Principal at the moment when these items have been brought into the actual power of disposal of property of the Principal.

### 6 Third party's products

- 6.1 In the event that YSP supplies or places third party's products at the disposal of the Principal, the third party's terms and conditions shall be applicable with respect to these products. Upon request YSP will supply the Principal with a copy of these terms and conditions.
- 6.2 The liability of YSP for products of a third party shall be exclusively limited to what can be recovered from the third party / third parties involved.

### 7 Cooperation of the Principal

- 7.1 In principle intake interviews are free of charge. In the event that the Principal fails to appear at the intake interview without prior 24-hour notice, the Principal will be obliged to pay € 25,- plus any travelling expenses made.
- 7.2 The Principal shall always supply YSP in time with any useful and necessary data or information required for the adequate realization of an agreement and render any assistance.
- 7.3 In the event that any data required for the realization of an agreement are not at the disposal of YSP, or not in time or not in accordance with the agreements made or in the event that the Principal does not fulfil its obligations in any other way, YSP is at least entitled to postpone the realization of that agreement and it is entitled to charge the costs arising from the above in accordance with its regular fees.
- 7.4 In the event that employees of YSP perform work at the location of the Principal, the Principal shall take care of any facilities in reason requested by those employees, such as a workspace with telecommunication facilities etc, free of charge.

### 8 Delivery terms

- 8.1 Any delivery term or term mentioned has been set by YSP on the basis of the information known to YSP at the commencement of the agreement and shall be observed as much as possible. YSP is not in default when the delivery term or term mentioned is occasionally exceeded. YSP is not bound by any delivery term or term that was not accomplished due to conditions beyond its control, which have occurred after the agreement was entered into. In the event that any term is in danger of being exceeded, YSP and the Principal will enter into consultation as soon as possible.

### 9 Liability of YSP

- 9.1 The total liability of YSP under an agreement is limited to compensation of direct damage up to maximally the amount of the compensation stipulated for that agreement (exclusive of 19% VAT) for the work to be performed by YSP.
- 9.2 Any liability of YSP for indirect damage, including consequential damage, lost profit, missed savings and business interruption, is excluded.
- 9.3 Any right to compensation can only arise on the condition that the Principal has informed YSP in writing of the damage as soon as possible after the damage was caused.
- 9.4 The Principal indemnifies YSP against any claims from any third party for product liability as the result of a defective product and /or service supplied to any third party by the Principal and that also consisted of products and / or services supplied by YSP.

### 10 Force Majeur

- 10.1 None of the parties is obliged to observe any obligation in pursuance of an agreement if hindered to that effect as the result of force majeure. Force majeure also includes force majeure by suppliers of YSP.

### 11 Disclosure

