

GENERAL TERMS AND CONDITIONS

Van Geel Quality Solutions B.V. (VGQS) | Business advisory, interim and quality services | Version September 2026

These general terms and conditions apply to business engagements of VGQS in the areas of quality management, quality improvement, audits, engineering, project and interim management, and related advisory services.

Article 1 – General

1. These general terms and conditions apply to all offers, quotations, order confirmations and agreements under which Van Geel Quality Solutions B.V., established in Putte, hereinafter referred to as “VGQS”, performs work or provides services for a client.
2. The applicability of the client’s general terms and conditions is expressly rejected, unless VGQS has expressly accepted them in writing in advance.
3. Deviations from these general terms and conditions shall only be valid if accepted by VGQS in writing in advance. Any deviation shall apply solely to the agreement concerned and not to future engagements.
4. If any provision of these general terms and conditions proves to be null and void or voidable, the remaining provisions shall remain fully in force. The parties shall replace the provision concerned with a legally valid provision that approximates its purpose and intent as closely as possible.
5. In these terms and conditions, “in writing” also includes communication by e-mail or by any other electronic means by which the content and sender can be sufficiently established.
6. If the written agreement, order confirmation or quotation deviates from these general terms and conditions, the provision specifically agreed for the engagement concerned shall prevail.

Article 2 – Offers and Formation of the Agreement

1. All offers and quotations issued by VGQS are without obligation, unless an explicit period of validity is stated therein.
2. Unless stated otherwise, a quotation is valid for 30 days.
3. An agreement is formed once VGQS has confirmed the engagement in writing, or once VGQS has commenced performance of the work with the client’s consent.
4. If acceptance of a quotation deviates from VGQS’s offer, no agreement shall be formed in accordance with that deviating acceptance, unless VGQS accepts the deviation in writing.
5. In making an offer, VGQS may rely on the accuracy, completeness and timeliness of the information, documents, drawings, specifications and other data provided by the client.
6. Obvious mistakes, typographical errors or calculation errors in an offer shall not be binding on VGQS.

Article 3 – Performance of the Engagement

1. VGQS shall perform the work to the best of its knowledge, expertise and ability and with the care expected of a competent contractor.



2. Unless expressly agreed otherwise in writing, VGQS's services constitute an obligation to use best efforts and not an obligation to achieve a specific result. VGQS does not guarantee the achievement of any specific quality, financial, commercial, certification, production or other result.
3. The client remains responsible for its own business operations, final decisions, implementation of advice, product and process releases, and compliance with statutory, regulatory and customer-specific requirements.
4. The client remains responsible for the accuracy, completeness and timeliness of all information provided by the client and for the consequences of decisions taken on the basis of VGQS's advice.
5. VGQS is entitled, after consultation with the client, to engage third parties or other experts in the performance of the engagement if this is desirable for the proper performance of the engagement.
6. If the engagement is partly performed by an employee or third party on behalf of VGQS, VGQS shall remain the contracting party of the client.

Article 4 – Fees, Rates and Changes in Job Level

1. The client shall owe VGQS a fee for the work actually performed at the daily or hourly rate stated in the quotation, order confirmation or otherwise agreed in writing.
2. The agreed rate shall remain applicable throughout the term of the engagement as long as the nature, complexity, content and level of responsibility of the work remain materially unchanged.
3. In the case of long-term engagements, VGQS is entitled to index the agreed rate. Indexation shall not take place automatically or necessarily on an annual basis and shall be announced in writing in advance.
4. If the nature, complexity, content or level of responsibility of the work materially changes during the engagement, for example because the work shifts from an engineering role to a management or final-responsibility role, the parties shall be entitled to agree a new rate for the changed work.
5. A rate revision due to a change in job level shall take effect from the moment the changed work is actually performed, unless the parties agree otherwise in writing.
6. Different rates or surcharges may apply to overtime, work on Sundays and public holidays, or work outside the Netherlands, if agreed in advance.

Article 5 – Travel, Accommodation and Other Expenses

1. For work performed at the client's agreed regular work location, the total daily travel time between VGQS's place of residence and this work location, there and back, up to a maximum of 2 hours per working day shall not be charged as working time.
2. If the total travel time on a working day exceeds 2 hours, the travel time exceeding these 2 hours shall be charged to the client at 50% of the agreed hourly rate.
3. The travel time referred to in the preceding paragraphs shall be determined on the basis of the reasonably expected travel time under normal traffic conditions. Incidental delays due, for example, to traffic congestion, accidents, adverse weather conditions, roadworks, road closures or temporary diversions shall not result in any additional travel-time charge.
4. In addition, business kilometres driven by VGQS in connection with the performance of the engagement shall be charged at €0.50 per kilometre, unless agreed otherwise in writing.
5. If VGQS travels, for the performance of the engagement, to a location other than the client's agreed regular work location, the travel time required for this shall be charged at the full agreed hourly rate, unless agreed otherwise in writing.



6. For business trips abroad, the required travel time shall be charged at the full agreed hourly rate. Airfare, train travel, taxis, tolls, parking costs, accommodation costs and other reasonably necessary travel and accommodation expenses shall be charged separately to the client at cost.
7. VGQS may require advance payment or a deposit for travel and accommodation expenses.
8. If a client cancels a planned business trip or deployment after VGQS has incurred costs or reserved capacity for it, the resulting costs shall be borne by the client insofar as they cannot be cancelled or recovered.

Article 6 – Invoicing and Payment

1. VGQS shall invoice periodically for the work performed and expenses incurred, unless agreed otherwise in writing.
2. Invoices must be paid within 14 days of the invoice date, without set-off or suspension.
3. In the event of late payment, the client shall, without any further notice of default being required, owe statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code from the day following expiry of the payment period.
4. VGQS shall at all times be entitled, if it considers there to be grounds for doing so, to require advance payment or security for payment that it considers sufficient.
5. The client shall not be entitled to set off any amount owed against a counterclaim asserted by the client, except insofar as mandatory law provides otherwise.
6. A complaint or objection regarding an invoice shall not suspend the payment obligation. Any objection must be submitted to VGQS in writing and with reasons no later than 8 days after the invoice date.
7. In the event of bankruptcy, suspension of payments, attachment, cessation of payments or a similar circumstance on the part of the client, all claims of VGQS shall become immediately due and payable.

Article 7 – Client's Obligations

1. The client shall provide in a timely manner all information, documents, access, facilities, systems, employees and other cooperation that VGQS reasonably requires for the performance of the engagement.
2. The client shall ensure a safe working environment and compliance with the safety, access and company regulations applicable at the work location.
3. The client shall ensure that VGQS can perform the agreed work without unnecessary impediments.
4. If the performance of the work is temporarily impossible due to circumstances on the client's side, including production stoppages, the unavailability of necessary information or persons, access restrictions or other impediments, hours or days already reserved shall remain payable insofar as they cannot reasonably be deployed elsewhere.
5. The client remains responsible for reviewing and assessing advice, reports and recommendations provided by VGQS before business or product decisions are based on them.

Article 8 – Confidentiality

1. The parties shall mutually maintain the confidentiality of all confidential information they receive from each other in connection with the agreement and whose confidential nature they know or should reasonably understand.
2. The confidentiality obligation shall not apply to information that was already public, was independently developed, was lawfully obtained from a third party, or must be disclosed pursuant to a legal obligation.
3. VGQS shall be entitled to use general knowledge, experience and skills acquired during the performance of engagements for other clients as well, provided that no confidential information of the client is disclosed.

4. The confidentiality obligations shall remain in force after termination of the agreement.

Article 9 – Intellectual Property

1. All intellectual property rights in models, methodologies, formats, templates, report structures, working methods, know-how, analyses and other tools developed or used by VGQS shall remain vested in VGQS, unless agreed otherwise in writing.
2. Following full payment, the client shall obtain a non-exclusive, non-transferable right of use in respect of reports and documents specifically delivered to the client, solely for use within its own organisation and for the purpose for which they were prepared.
3. The client shall not be permitted, without VGQS's prior written consent, to reproduce VGQS materials, make them public, make them available to third parties or commercially exploit them, unless this is necessary for the agreed use within the client's own organisation.
4. The intellectual property rights in materials supplied by the client itself shall remain with the client or its rights holders.

Article 10 – Complaints

1. The client shall notify VGQS in writing and with reasons of any complaints concerning the performance of the work as soon as possible, but no later than 10 working days after the client discovered or reasonably should have discovered the defect.
2. Complaints shall not suspend the payment obligation.
3. If, in VGQS's opinion, a complaint is justified, VGQS shall, at its discretion, remedy, repeat or modify the work concerned or, if remedy is not meaningful, propose an appropriate alternative solution.
4. A complaint concerning an individual service shall not entitle the client to withhold payment of other correctly performed work or invoices.

Article 11 – Liability

1. VGQS shall only be liable for direct damage that is the direct result of a failure attributable to VGQS in the performance of the agreement.
2. VGQS shall not be liable for indirect damage, consequential damage, business interruption or other business losses, production losses, loss of turnover or profit, lost savings, stagnation losses, reputational damage or non-material damage.
3. VGQS shall not be liable for damage that is wholly or partly the result of incorrect, incomplete or untimely information, instructions or data provided by the client or by third parties for whom the client is responsible.
4. VGQS's liability for all damage arising from one event or a series of related events shall, irrespective of the number of claims, be limited to a maximum of €1,000,000.
5. The limitation referred to in the preceding paragraph shall also apply as the maximum total liability of VGQS under one agreement, irrespective of the number of events or claims, except insofar as mandatory law does not permit such limitation.
6. If and insofar as damage is covered under VGQS's professional or business liability insurance, VGQS shall make use of its entitlement to payment under that insurance. The applicable excess shall be borne by VGQS and shall not constitute a separate liability limit.
7. The limitations set out in this article shall not apply insofar as their application is not permitted under mandatory law.



8. The client shall be obliged to limit damage as far as possible and to give VGQS a timely opportunity to investigate an alleged failure and, where possible, remedy it.

9. Any claim for liability against VGQS shall lapse if it is not reported to VGQS in writing within one year from the day on which the client became aware, or could reasonably have become aware, of the damage and the party liable for it, unless mandatory law prescribes a longer period.

Article 12 – Insurance

1. VGQS has professional liability insurance with an insured amount of €1,000,000 per claim and €1,000,000 per insurance year, and business liability insurance with an insured amount of €2,500,000 per claim and €5,000,000 per insurance year, in accordance with the policy conditions applicable at the time of the engagement.

2. The insurance and the conditions, exclusions and excesses contained therein determine whether and to what extent specific damage is covered by the insurance. The contractual liability limit set out in Article 11 shall remain fully applicable.

3. VGQS shall not be obliged to take out insurance providing broader coverage than the insurance it considers necessary on the basis of its business operations.

Article 13 – Force Majeure

1. Force majeure means any circumstance beyond VGQS's control as a result of which performance of the agreement is temporarily or permanently impossible or cannot reasonably be required of VGQS.

2. Force majeure may include, among other things: illness or incapacity for work of VGQS or a person necessary for the performance of the engagement, death, refusal to work, government measures, disruptions to communication or ICT systems, power failures, fire, pandemics, natural disasters, war, civil unrest and other circumstances over which VGQS can reasonably exercise no control.

3. In the event of force majeure, VGQS shall be entitled to suspend its work or terminate the agreement in whole or in part without being liable to compensate any damage.

4. Where reasonably possible, VGQS shall make reasonable efforts to have the work performed by another suitable person.

Article 14 – Suspension and Termination

1. If the client fails, fails properly or fails in a timely manner to fulfil its obligations under the agreement or these general terms and conditions, VGQS shall be entitled to suspend its obligations until the client has fully fulfilled its obligations.

2. If the client fails to comply with a request from VGQS to provide security, or in the event of bankruptcy, suspension of payments, attachment, cessation of payments or a similar circumstance, VGQS shall be entitled to terminate the agreement in whole or in part or to suspend its obligations.

3. In the event of termination due to a failure by the client, all work performed, costs incurred and obligations already entered into up to the date of termination shall remain payable.

4. VGQS's right to compensation for damage shall remain unaffected by suspension or termination.

Article 15 – Termination and Cancellation

1. The client may terminate an engagement to the extent permitted by law. The financial consequences of such termination shall, to the extent permitted by law, be determined in accordance with the agreement and these general terms and conditions.



2. In the event of early termination, the client shall in any event be obliged to pay for the work performed, costs incurred and obligations already entered into up to the termination date.

3. If capacity or work has been specifically reserved for the client and, due to early termination, cannot be deployed elsewhere or cannot be deployed elsewhere in a timely manner, VGQS may charge a reasonable fee for this, to the extent permitted by law.

4. Arrangements for planned deployment may be cancelled by the client free of charge up to 5 working days before the scheduled start. In the event of a later cancellation, VGQS shall be entitled to charge all or part of the reserved capacity, taking into account the possibility of deploying the capacity elsewhere.

Article 16 – Personal Data

1. In performing the agreement, the parties shall comply with the applicable laws and regulations concerning the protection of personal data.

2. To the extent VGQS processes personal data on behalf of the client and this constitutes a processor situation, the parties shall, where necessary, make separate arrangements in this regard.

3. The client warrants that the provision of personal data to VGQS is lawful and that VGQS may process such data for the performance of the engagement.

Article 17 – Legal and Extrajudicial Costs

1. If, after notice of default, the client remains in default with the fulfilment of a payment obligation, the client shall, in addition to the principal amount and statutory commercial interest, owe extrajudicial collection costs to the extent permitted by law.

2. Extrajudicial collection costs shall be calculated in accordance with the statutory provisions applicable to the agreement concerned, unless the parties have agreed otherwise in writing.

3. If VGQS incurs legal costs as a result of an attributable failure by the client, these costs shall be borne by the client to the extent permitted by law.

Article 18 – Governing Law and Competent Court

1. All agreements between VGQS and the client shall be governed exclusively by Dutch law, subject to mandatory provisions of law from which the parties cannot contractually deviate.

2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

3. Disputes arising from or relating to an agreement with VGQS shall, to the extent permitted by law, be submitted to the competent court in the Zeeland-West-Brabant judicial district.

4. If the work is performed outside the Netherlands or the client is established abroad, the choice of law and choice of forum made in this article shall remain applicable to the extent legally possible.

5. In the event of any discrepancy, ambiguity or dispute concerning the interpretation of these general terms and conditions, the Dutch-language version shall prevail.

Van Geel Quality Solutions B.V. (VGQS)

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