

General terms HandsonGrants

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These general terms are completely valid, unless on components otherwise is agreed in writing.

Definitions:

HandsonGrants: legal person on assignments and promotions. Legal signing power lies with one person: Dr.ir. F.C.H.D. van den Beemt.

Client: any legal entity not being HandsonGrants, who provide HandsonGrants an assignment.

Assignment: an engagement or an arrangement to do something at a particular time, also included is an agreement.

Agreement: a contract also included is an assignment.

Appointment: an appointment on a contract or agreement or part thereof.

Article 1 Assignment

1.1

To the execution of the assignment HandsonGrants have the right for using services of third parties.

1.2

HandsonGrants must do everything in its abilities, to fulfil the agreement within a reasonable time, taken into account instructions of the client.

1.3

By amending the agreement, HandsonGrants has the right to change the date of the completion of the agreement or and assignment, in accordance with the requirements of reasonableness and fairness. In principle by the amendment any in the assignment (letter or email) agreed deadline will be overruled, unless the amendment is of minor importance.

1.4

In a agreement of indefinite duration a mutual notice period of 3 months will apply. Denunciation shall be effected by a registered letter to the other party.

1.5

HandsonGrants has the power to terminate or suspend an agreement in case the client makes it HandsonGrants impossible to accomplish the task. For instance by not or not properly or timely comply with any obligation arising from the agreement and the generally accepted way of working.

1.6

In the event of receivership, bankruptcy or suspension of payment of a client, HandsonGrants has the right to terminate the agreement out of court without observing any notice.

1.7

Assignments to HandsonGrants can be provided orally, by e-mail or written. Within five working days by e-mail HandsonGrants will confirm the assignment. The agreement could also be confirmed in writing by regular mail depending on the nature of the assignment and in any case where the desire for this is expressed by the client.

Article 2 Invoice

2.1

Travel and accommodation are not included in listed prices and are charged separately, unless otherwise agreed.

2.2

Whether or not HandsonGrants will charge VAT will be clearly stated in the agreement. If nothing is mentioned about VAT it will be charged according to local VAT percentages.

2.3

For long-term agreements monthly billing will be applied.

2.4

For agreements on a project basis (without no-cure-no pay) billing will be as follows:

100% of the amount determined, upon delivery of the agreement. In the event of a workshop the invoice will be sent after completion of the workshop(s). In the case of advice on research proposals the invoice will be sent once the application is ready to be submitted as determined by HandsonGrants. In the case of advice only on a rebuttal after the reply is ready to be submitted as determined by HandsonGrants. In the case of advice only as preparation for an interview after the interview or after the advice is completed.

2.5

For agreements on a project basis (half-no-cure no pay agreement) billing will be as follows:

50% upon delivery of the agreement as in paragraph 2.4.,

50% of the amount determined by successful completion of the agreement.

2.6

Invoices must be paid within 30 days after the invoice date. From fifty days after the invoice date, a cumulative default interest of 1% per month has to be paid to HandsonGrants.

2.7

Within fifteen working days after completion of the assignment by HandsonGrants any complaints must be submitted to HandsonGrants in writing or by e-mail.

2.8

In case of late payment as under Article 2.6, all extrajudicial costs will be charged on behalf of the client. These extrajudicial costs involve in addition to Article 2.6 also costs for third parties as lawyers, bailiffs and collection agencies.

Article 3 Confidentiality and secrecy

3.1

Data and documents entrusted by the client to HandsonGrants, will be stored by HandsonGrants with the care of a good keeper and will not be disclosed to unauthorized persons without the consent of the client.

3.2

The client will duplicate themselves wherever possible in their administration documents that are provided to HandsonGrants, this is important in the event that the goods during storage by HandsonGrants will be lost or unusable due to damage.

Article 4 Liability

4.1

HandsonGrants failures to fulfil the agreement can only be charged to HandsonGrants if they are due to its debt.

4.2

HandsonGrants is not liable for damages resulting from following up its recommendations. The advice is optional and the customer is responsible for all or part of taking that advice.

4.3

HandsonGrants's liability under the agreement with the client is limited to a maximum. That maximum does not exceed the agreed fee for HandsonGrants in the same agreement.

4.4

If the executive advisor(s) of HandsonGrants by illness or serious personal family circumstances or unforeseen calamity is (are) prevented to fulfil the assignment within the agreed period or on the agreed date, in that case HandsonGrants offers the client the possibility of an alternative time or date. In that second term HandsonGrants will fulfil the content of the agreement.

In the event of a workshop it may be wholly or partially changed to a new date or time. In case of a request for advice, the advice may be transmitted orally instead of in writing, but so that the goal of significantly improving the application is maintained. In case of an interview, the interview training may also take place at another location or by means of communication via Skype, telephone or email.

4.5

In case of failure to execute the agreement by force majeure such as war, riots, vandalism, storm and the like, HandsonGrants will first look for an alternative solution or other time period, in order to run the agreement properly. If the assignment is not fully executed, HandsonGrants will charge only in proportion to what is fulfilled.

4.6

In case that at the side of the client, due to illness or circumstances beyond the power of the client, the agreement can not properly be facilitated, similar conditions as in articles 4.4 and 4.5 will apply, but of course now for the client instead of HandsonGrants.

End of document general terms HandsonGrants