



GENERAL CONDITIONS of ICI Business

Note to our client

ICI Business always has the intention to work in the best interest of its clients; honest, transparent and in good cooperation. Although we take the greatest care in our work, we believe a good client relation is essential for a good result. If in any case there is an uncertainty or misunderstanding during cooperation, we trust that our general conditions provide guidance and help protect the interests and rightful position of both parties. Please read these conditions carefully and let us know if you have questions or disagreement to one of these articles. As a client you are welcome to suggest improvements in order for us to ensure maximum customer satisfaction.

Article 1: Definition

- 1.1. In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.

User:	ICI Business, the user of the general terms and conditions.
Client:	The user's counterparty or recipient of the user's services.
Contract:	The contract for the rendering of services. A quotation or agreement signed by both the client and ICI Business equals the definition of a contract.

Article 2: General

- 2.1. These conditions are applicable to all offers, quotations and contracts between ICI Business and a client to which ICI Business has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.
- 2.2. These terms and conditions are further applicable to all contracts with ICI Business that are executed with the assistance of third-parties.
- 2.3. These conditions prevail over any other conditions posed by the client or a third party.

Article 3: Offers and quotations

- 3.1. In the absence of statement to the contrary, the rates of offers and quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.
- 3.2. A composite price statement does not oblige ICI Business to perform part of an order at a corresponding proportion of the stated price.

Article 4: Execution of the contract, information and resources

- 4.1 ICI Business will execute the contract to the best of knowledge and ability in accordance with high standards and expertise the client can reasonably expect, however, ICI Business cannot guarantee that any intended result will be achieved.
- 4.2. ICI Business will determine how and by whom the order is carried out, but will act in accordance with the client's indicated wishes wherever possible. If required for the correct execution of the contract, ICI Business reserves the right to have work carried out by third-parties.
- 4.3. The client provides ICI Business completely and in good time with all information, resources or facilities that are necessary for the performance of the contract. If these necessities required for the execution of the contract are not issued to ICI Business on time or in full, ICI Business reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay.
- 4.4. The client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to ICI Business. ICI Business cannot be held liable for losses of any nature whatsoever caused by the use of incorrect and/or incomplete information provided by the client, unless ICI Business should have been aware of that inaccuracy or incompleteness.
- 4.5. The client is obliged to inform ICI Business without delay of changes to the issued information and other facts and circumstances that could be important to execution of the contract.
- 4.6. If it has been agreed that the contract will be executed in stages, ICI Business reserves the right to suspend execution of the components forming part of a subsequent stage until the client has approved the results of the preceding stage in writing.
- 4.7. If ICI Business or third-parties engaged by ICI Business carry out their work at the client's location or a location indicated by the client, the client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.



Article 5: Amendments to the contract

- 5.1. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the work or completion date for the correct execution of the contract, the parties shall enter into consultation in good time and amend the contract accordingly. However, these amendments or additions to the contract do not give the client any entitlement to compensation for damages.
- 5.2. If the amendment or addition to the contract has any financial and/or quality implications, ICI Business shall inform the client of those implications in advance and reserves the right to charge additional costs to the client.

Article 6: Termination

- 6.1. Either party is authorised to terminate the contract with a notice period of one calendar month or a notice period considered reasonable in the circumstances. Notice must be given in writing.
- 6.2. If the contract with a fixed period of time is prematurely terminated by the client, ICI Business has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilisation unless the termination is in response to facts and circumstances that can be attributed to ICI Business. The client is further obliged to pay the bills for work carried out up until that time.
- 6.3. If the contract is prematurely terminated by ICI Business, ICI Business will arrange in consultation with the client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the client.
- 6.4. ICI Business reserves the right to terminate a contract if it can be reasonably assumed to be incorrect due to, for example, obvious errors such as misplaced commas or figures.

Article 7: Fee

- 7.1. The fee can be a fixed fee, hourly rate or commission fee and will be formulated in the contract between ICI Business and the client.
- 7.2. In the absence of statement to the contrary, the fee and any cost estimates are exclusive of VAT, travelling expenses and other expenses necessary to execute the work agreed upon in the contract.
- 7.3. ICI Business is entitled to invoice on a weekly basis, unless agreed differently.
- 7.4. ICI Business is authorised to pass on price increases to the client if cost-determining factors such as salaries are increased between the time of the quotation and delivery.
- 7.5. ICI Business is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to ICI Business.

Article 9: Payment

- 8.1. If not agreed otherwise, payment is due within 21 days of the invoice date by depositing or transferring the payable amount to the bank account stipulated by ICI Business. Objections to the level of the bills do not suspend the payment obligation.
- 8.2. If the client fails to remit payment within the standard or agreed period, the client can be held in default by operation of law and liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- 8.3. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of ICI Business on the client shall become immediately due and payable.

Article 11: Collection costs

- 9.1. All judicial and extrajudicial costs reasonably incurred by ICI Business in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account.
- 9.2. The client is liable for payment of interest over the debt collection costs.

Article 10: Retention of title

- 10.1. All goods and (electronic) documents delivered by ICI Business remain the property of ICI Business until the client has met in full all of the obligations under the contract entered into; this to be decided at ICI Business' discretion.
- 10.2. ICI Business takes responsibility of all goods provided by the client to execute the contract (such as promotional products for representation purposes) in a reasonable sense the client may expect, provided that all goods are insured against theft, fire, explosion, transportation damage and water damage and to issue the insurance policy for inspection on demand.
- 10.3. All client owned goods in possession of ICI Business that are relocated or transferred to a third party, ICI Business automatically transfers his responsibility for these goods to the client and/or the third party, unless the third party was officially contracted by ICI Business.
- 10.4. In case of damage of the client's goods due to actions of the user, ICI Business can be held responsible for the damages to an maximum amount of € 1000, - (one thousand Euros) per event.



Article 11: Inspection, complaints

- 11.1. Complaints about the work carried out must be lodged in writing by the client to ICI Business within 8 days of the faults being established, but 14 days at the latest following completion of the work in question. The notice of default should contain a description of the failure to perform in as much detail as possible so that ICI Business is able to put forward an adequate response. A claim does not suspend the client's payment obligation other than if and insofar as ICI Business has informed the client in writing that he regards the claim as being well-founded or well-founded in part.
- 11.2. If the complaint is well-founded, ICI Business shall as yet carry out the work as agreed unless that is demonstrable no longer of any benefit to the client. The client shall be responsible for indicating that that is the case in writing.
- 11.3. If it is no longer possible or beneficial to carry out the agreed work, ICI Business can repay a proportion of the fee already paid without continuing to carry out the order and ICI Business can only be held liable in that regard within the constraints set forth in article 16.

Article 12: Suspension and dissolution

- 12.1. Both user and client are authorised to suspend compliance with his obligations or dissolve the contract if:
 - one of the two parties fails to meet his contractual obligation or meet them in full;
 - after entering into the contract, a party becomes aware of circumstances that gives him good grounds to presume that the counterpart will not meet his obligations.
- 12.2. ICI Business is further authorised to dissolve the contract if circumstances arise of such a nature that compliance with the contract is no longer possible or that the contract cannot reasonably be left in effect in unamended form.
- 12.3. If the contract is dissolved by either of the parties, the claims of the user on the client shall become immediately due and payable.

Article 13: Liability

- 13.1. In the event of the user being held liable, that liability shall be limited to the provisions of this clause.
- 13.2. The user's liability for losses suffered by the client as a result of the order not being carried out on time, in full or correctly is limited to a maximum amount of € 1000,- (one thousand Euros) in addition to a maximised amount of a complete refund of all the client's payments within the contract.
- 13.3. ICI business cannot be held liable for losses caused directly or indirectly by:
 - the client's failure to meet the disclosure obligation pursuant to article 4.3, 4.4 and 4.5;
 - acts of third-parties engaged by the client.
- 13.4. The user is further authorised at all times to maximally limit or reverse the client's loss, for which the client is obliged to cooperate in full.
- 13.5. ICI Business cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.

Article 14: Force majeure

- 14.1. The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable.
- 14.2. If ICI Business has already partly met his contractual obligations when the period of force majeure begins and independent value can be attached to these obligations, ICI Business reserves the right to separately charge for the obligations already complied with. The client is obliged to pay that charge as though it were a separate contract.

Article 15: Confidentiality

- 15.1. Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their contract. Information is deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.

Article 16: No-takeover of personnel

- 16.1. During the term of the contract and for one year following its termination the client will refrain from employing or otherwise making use of the services, directly or indirectly, of the user's employees or engaged companies for the implementation of this contract without approval of ICI Business.

Article 17: Disputes & Applicable law

- 17.1. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.
- 17.2. All legal relationships between the user and the client to which these general conditions apply shall be governed by the laws of the Netherlands.
- 17.3. In the absence of mandatory rules of law to the contrary, the court in the user's place of establishment has exclusive competent jurisdiction.
