



# Trees with Character

## General Terms & Conditions

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# GENERAL TERMS & CONDITIONS

## 1. AGREEMENT, QUOTATION, AND CONFIRMATION

### 1.1 APPLICABILITY OF GENERAL CONDITIONS

These general conditions, with the express exclusion of any purchase conditions or other conditions of the client, apply to the preparation, content and compliance with all concluded agreements, quotations and other legal relationships between the client and Trees with Character.

### 1.2 QUOTATION

Unless otherwise indicated, quotations are valid for 30 days following the quotation's date. Prices quoted may be subject to change owing to unforeseen changes in the work. Prices exclude VAT and, unless otherwise specified, exclude travel, shipping and delivery costs, and other government charges or levies.

### 1.3 WRITTEN CONFIRMATION

The client must confirm the agreement in writing. If the client fails to do so but consents to Trees with Character commencing the work commissioned, the terms of the quotation will be deemed agreed. Any subsequent oral agreements and stipulations bind Trees with Character only after, and only insofar, as they are confirmed in writing by Trees with Character.

## 2. IMPLEMENTATION OF THE AGREEMENT

### 2.1 CARRYING OUT THE ASSIGNMENT

Trees with Character will carefully and independently carry out the agreement, will look after the client's interests to the best of its ability, and will strive for a useful result for the client. To the extent necessary Trees with Character will keep the client informed about the progress of the work.

### 2.2 TERM OF DELIVERY

The timeframe stated by Trees with Character for completion of the agreement is an estimate, not a deadline, unless otherwise clearly stated in the agreement.

## 3. ENGAGEMENT OF THIRD PARTIES

### 3.1 ENGAGEMENT OF THIRD PARTIES

Unless otherwise agreed, in writing, Trees with Character is entitled, at all times and under risk and responsibility of Trees with Character, to designate a third party to carry out a portion of the agreed upon work for the client. Unless otherwise specified in writing, Trees with Character may engage the services of a third party to carry out a portion of the agreed work even in cases where the client has requested that the work be carried out by a specific person. This right also exists in cases where an agreement with Trees with Character has been signed with the intention that it be carried out by a specific person.

## 4. INTELLECTUAL PROPERTY RIGHTS AND PROPERTY RIGHTS

### 4.1 COPYRIGHT AND INTELLECTUAL PROPERTY

Unless otherwise agreed, all intellectual property rights resulting from work carried out as part of the agreement - including but not limited to copyright - shall be the property of Trees with Character. The client shall have the right of use of all information provided by Trees with Character in relation to the agreement (such as presentations, minutes, reports, etc.).

### 4.2 PRIVACY AND PUBLICATION

Trees with Character shall maintain strict confidentiality with respect to all information pertaining to the client and any affiliated companies, the activities and relations of the client, and all information made available to Trees with Character for the purpose of executing the agreement. Trees with Character may disclose corporate information only with the prior written consent of the client.

### 4.3 PUBLICATION OF PROJECT-RELATED DATA

Unless otherwise agreed in writing, both Trees with Character and the client agree to the publication of verifiable and anonymized project-related data such as project performance, frequency and types of communication used, lessons learned, etc. (e.g. in scientific publications, presentations, publication on a website).

## 5. FEES

### 5.1 FEES FOR ADDITIONAL WORK

If Trees with Character is required to do more or other activities due to late or non delivery of complete, or adequate and clear information, or a change or an error in instructions by the client, then Trees with Character will promptly inform the client of this circumstance and will draw up a separate proposal for approval to carry out the additional work.

## 6. PAYMENT

### 6.1 PAYMENT OBLIGATION

Payments must be made within 14 calendar days after the invoice date, by transferring the amount to the bank account on the invoice or to another account designated by Trees with Character. If full payment is not received after the expiry of this period, the client is legally in default and will owe the statutory interest. All costs incurred by Trees with Character relating to the collection of overdue payments, such as litigation and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, shall be borne by the client.

### 6.2 PERIODIC PAYMENTS

Trees with Character has the right to invoice the client on a monthly basis for work carried out or for completed (sub-)projects, and for costs incurred in the execution of the contract.

### 6.3 ADVANCE

Unless otherwise agreed in writing, Trees with Character is entitled to collect an advance of up to 50% of the total fee before the start of the contract. The client shall receive a separate invoice upon acceptance of the bid made by Trees with Character. The advance payment shall be deducted from the final invoice of the agreement to which the payment relates.

## 7. CANCELLATION AND TERMINATION OF AGREEMENT

### 7.1 TERMINATION OF AGREEMENT BY TREES WITH CHARACTER

Trees with Character is entitled to dissolve the agreement with the client in the event that the client fails to fulfill its duties with relation to its agreement with Trees with Character and these Terms and Conditions. Should Trees with Character dissolve its agreement under the conditions of this subsection, the client shall pay all damages, as specified in subsection 7.2, incurred by Trees with Character in its good faith execution of the agreement.

### 7.2 DAMAGES

The damages referred to in subsection 7.1 include, but are not limited to, costs and fees incurred by Trees with Character in relation to the agreement, fees for the work completed by Trees with Character, calculated on a pro rata basis, but no less than 30% of the remaining fee due upon fulfillment of the agreement, and costs incurred by Trees with Character in relation to commitments entered into with third parties in furtherance of Trees with Character's satisfaction of the agreement.

### 7.3 BANKRUPTCY

Trees with Character and the client shall each have the right to terminate all or part of the agreement in the event of bankruptcy or receivership of the other party.

### 7.4 TERMINATION OF AGREEMENT BY THE CLIENT

Should the client choose to terminate the agreement, payments previously rendered will not be refunded unless the client can demonstrate that Trees with Character has defaulted on the agreement by failing to competently complete its duties pursuant to the agreement. Fees invoiced prior to the termination of the agreement for services which Trees with Character has properly performed or delivered under the agreement remain payable and shall be immediately due upon termination of the agreement by the client.

## 8. LIABILITY

### 8.1 LIABILITY

Trees with Character shall not be held liable for:

- a. Misunderstandings or errors with regard to the implementation of the agreement if such misunderstandings are caused by acts of the client, such as late or non delivery of complete, sound and clear data.
- b. Errors by third parties engaged by or on behalf of the client.
- c. Errors in the text/data resulting from changes made by external parties.

### 8.2 LIMITATION OF LIABILITY

Except in cases of willful misconduct or gross negligence by Trees with Character the liability of Trees with Character for damages arising from an agreement or a tort committed against the client is limited to the amount invoiced for the executed part of the agreement, reduced by any costs incurred by Trees with Character for engaging third parties.

### 8.3 LIABILITY OF TREES WITH CHARACTER

Trees with Character shall be liable only for damages directly attributable to Trees with Character. These damages shall be limited to:

- a. reasonable costs to assess the cause and extent of the damage, insofar as the assessment relates to damages as defined by these general terms and conditions.

- b. any reasonable costs necessary to bring the poor performance of Trees with Character into accordance with the agreement;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the client is able demonstrates that those costs have led to limitation of direct damages as defined by these general terms and conditions.
- Trees with Character shall not be liable for any damages other than aforementioned damages, such as indirect damage, including but not limited to consequential damages, lost profits, or damages due to business interruption.

#### 8.4 THIRD PARTY LIABILITY

The limitations of liability designated in Section 8 of these general terms and conditions shall be applicable to third parties engaged by Trees with Character in furtherance of its agreement with the client.

#### 8.5 LIMITATION OF LIABILITY

All liability shall lapse six months after conclusion of the agreement. The agreement is concluded once the activities of Trees with Character have been completed.

### 9. OTHER PROVISIONS

#### 9.1 DUTCH LAW

Dutch law shall apply to the agreement between Trees with Character and the client. All disputes between the client and Trees with Character will be submitted to the court of competent jurisdiction in Utrecht.