

GENERAL CONDITIONS · JULY 2025

1. General

The contractual relationships between the client and Tatoma B.V. are exclusively governed by these general conditions, excluding the application of the client's general conditions. These terms apply to all services provided by Tatoma B.V. By requesting the assignment, the client acknowledges to understand and accept these general conditions. Deviations are only valid if agreed in writing. These conditions complement and form an integral part of any specific agreement between Tatoma B.V. and the client.

2. The Assignment

Each assignment must be accepted by Tatoma B.V. to be valid. Unless otherwise agreed in writing, an order is only final after acceptance by Tatoma B.V. and receipt of a 30% advance payment. Tatoma B.V. may choose to begin the assignment without this payment, without affecting its validity. Assignments will be carried out to the best of Tatoma B.V.'s abilities (best efforts), unless explicitly agreed otherwise. Only what is explicitly outlined in the assignment is binding. Any client modifications require written approval from Tatoma B.V. and will be fully at the client's expense.

The client shall provide all necessary and accurate information for the assignment and facilitate execution. If the client fails to do so, Tatoma B.V. may suspend or terminate the agreement. If the client cancels the assignment, they are liable for all costs incurred by Tatoma B.V., including a lump sum compensation of 20% of the assignment price, plus any additional actual damages.

3. Execution Term

Tatoma B.V. will execute the assignment within a reasonable timeframe or agreed deadline. If the client delays or obstructs execution, the term is automatically extended. If execution becomes impossible due to client actions, Tatoma B.V. may terminate the agreement immediately without notice or indemnity. In such cases, all related costs will be charged to the client.

Delays in execution do not entitle the client to terminate the agreement or claim damages.

4. Price and Payment

Prices are specified in the agreement (quote, proposal, contract). If no price is set, services will be billed reasonably based on Tatoma B.V.'s standard rates. Prices only cover the accepted assignment. Modifications will incur additional charges.

Unless otherwise agreed, the client shall make a 30% advance payment. Invoices are issued during or after the assignment at Tatoma B.V.'s discretion. All prices exclude VAT unless otherwise stated. Payment terms are 15 days from invoice date. Late payments will automatically incur a 10% fee and 1% interest per month.

Any disputes must be sent via registered mail to Tatoma B.V.'s address within 15 days of the invoice date or the related event. Claims are void after one year from assignment completion.

5. Liability

Tatoma B.V. provides advisory services and is not responsible for implementing advice. Liability is limited to the total invoice amount for the assignment, or the last six months' worth of work if the assignment exceeds six months. Liability applies only in cases of fault or gross negligence by Tatoma B.V. and does not cover indirect or consequential damages.

6. Intellectual Property

Unless otherwise agreed, Tatoma B.V. retains all IP rights to the services provided. Documents or materials (e.g. reports, advice, digital files) are for client use only and may not be shared or published without written consent.

7. Confidentiality

Both parties must keep all information obtained during the assignment confidential and ensure their personnel and subcontractors do the same. Tatoma B.V. may use non-sensitive deliverables for promotional purposes, with due regard to the client's interests.

8. Termination

Either party may terminate the agreement via registered letter. If the client initiates termination, compensation as per clause 2 applies. The client must also pay for work completed up to the termination date. All materials provided by Tatoma B.V. must be returned within 14 days upon request.

9. Final Provisions

If any clause is found to be invalid, the remainder of the agreement remains in force. This agreement is governed by Dutch law. Any disputes arising from or related to this agreement shall be submitted exclusively to the District Court of Oost-Brabant, location Eindhoven, The Netherlands.

Tatoma B.V.

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