

TERMS OF DELIVERY (January 2009)

Article 1 – Definitions

- A Haccoû Consulting & Design BV:**
Haccoû Consulting & Design BV, organization – advice, process management and design bureau, has as its postal address 7 Nieuwstraat, 6981 AH Doesburg, the Netherlands and has been registered at the Chamber of Commerce in Arnhem under number: 09139402.
The BTW number is: NL 074841543 BO1
- B Client:**
The normal person, company, partnership under firm or legal body who commissions Haccoû Consulting & Design to execute one or more assignments.
- C Assignment:**
The assignment of the client to Haccoû Consulting & Design BV, including the in accordance with the description in the conformation of the assignment or agreement and bringing about giving advice or the supplying of services concerning process and project or programme management, national and international around teamwork projects amongst others in the field of problems in urban living environments, bringing organizational advice. The supplying of building suggestions as well as the supplying of advice and designs in the area of urban design and architecture and landscaping; presentations and websites.
- D Contact person:**
The normal person who has been assigned as such by the client and who is seen as having decisive powers with regard to the coming about and execution of the assignments as expressed in the agreement or confirmation of the assignment.
Unless differently stated is drs. H.A. (Huibert) Haccoû.

Article 2 – General

- A** The general conditions are applicable to all agreements between Haccoû Consulting & Design BV and the client, unless differently agreed.
- B** Deviations from these conditions are only binding in so far as Haccoû Consulting & Design BV has explicitly agreed to this in written form.
- C** General conditions which have been made by the client are explicitly rejected unless Haccoû Consulting and Design BV has agreed to the appropriateness of such conditions in written form.

Article 3 – Tenders

- A** An agreement for the execution of activities on orders from the client, is coming about on receipt of the written acceptance by the client of the tender by Haccoû Consulting & Design BV. The proof of this is a signed copy of the

tender letter which has been sent to Haccoû Consulting & Design BV before the commencement of the execution of the order.

The offered tender will be honored by Haccoû Consulting & Design BV for two months unless another dead line has been mentioned.

- B** Changes, additions and /or extensions of the assignment are only binding if there is a written agreement between the client and Haccoû Consulting & Design BV.
- C** Subject to circumstances the assignment will be executed within the stated dead line. The mentioned deadlines are by approximation and therefore not fatal. They don't bind Haccoû Consulting & Designing BV unless specifically agreed in written form.

Article 4 – Subject to dominance

In the case of dominance concerning Haccoû Consulting & Design BV, they are entitled to either suspend the execution of the agreement, or to dissolve the agreement totally or partly. The client has then no right to dissolve the agreement, to demand compliance with the agreement and/or claiming compensation unless such is contrary to the claims of reasonableness and fairness. In the case the compliance of the assignment by Haccoû Consulting & Design BV is permanently impossible, the client is obliged to compensate made costs by Haccoû Consulting & Design BV in all reasonableness.

Article 5 - Reporting

Published reports and written advice may exclusively and internally be used by the client, unless this has been agreed in writing when the agreement was concluded. In that case published reports and written advice by Haccoû Consulting & Design BV, the client may only publish such reports or let a third party inspect such material if the source is mentioned.

Article 6: Intellectual property

- A** The property and intellectual property rights of the published advice and designs within the framework of the assignment rest with Haccoû Consulting & Design BV.
- B** The client is not allowed, without the expressively written approval of Haccoû Consulting & Design BV, within the framework of the assignment, to sell or pass on advice or designs to a third party.

Article 7 – Declarations and payment

- A** The offer of Haccoû Consulting & Design BV mentions a fixed price or a recommended price on the basis of an hourly tariff or a day tariff as well as costs made with the execution of the assignment for travelling expenses and accommodation and other costs. If a fixed price was mentioned in the offer, than that is the price. On the other hand if a recommended price has been given, the invoicing of the assignment will take place on the basis of after calculation, whereby the recommended price will apply as the maximum. This applies unless other written agreements have been made about the price offered.
- B** After accepting the tender, the assignment is allocated. Unless other written agreements have been made about making payment, immediately after the assignment and at the start of the execution, 50% of the total tender will be charged and must be paid by the client within the agreed time for payment. At rounding off the project by means of the reporting or delivery of the design, the remaining 50% is to be paid.

The client is obliged to pay the amount of the invoice within a period of 30 days after the date of the invoice. After the expiration of the term of payment, the client is in oversight without further proof of default.

- C** By non-payment or not paying in time, the client is under an obligation as from the date of the invoice, to pay the lawful interest. At the same time all other costs like debt collection costs, outside legal costs and lawyer's costs will be for the account of the client.

Article 8 – Confidentiality

Accessible particulars of the client which are not meant for the public and of which Haccoû Consulting & Design takes note and which have expressly been marked by the client as confidential, have a period of secrecy of two years unless this has been agreed upon differently in written form.

Article 9 – Liability

- A** All liability of Haccoû Consulting & Design BV which goes further than the cover of the liability insurance which has been concluded by Haccoû Consulting & Design BV is expressly excluded.
- B** Haccoû Consulting & Design BV will never be liable for the consequences of the way of execution by the client of the provided advice by Haccoû Consulting & Design BV.
- C** Haccoû Consulting & Design BV is never liable for the consultation with or at the request of the client of third parties which have been called in for the execution of the tender.

- D** The client indemnifies Haccoû Consulting & Design BV and/ or the called in people for the execution of the tender by Haccoû Consulting & Design for all claims of third persons on account of suffered damage by these third parties and arising from the application of the use of the supplied advice by Haccoû Consulting & Design BV in relation with the tender.

Article 10 – Annulment

Haccoû Consulting & Design BV and the client are entitled to annul the tender by means of a registered letter (extra legal) if the other party – also after a written reminder, fails to comply with his obligation of this agreement.

Article 11 Final articles

- A** All disputes of whatever nature between parties will be dealt with by a qualified judge in Arnhem, the Netherlands.
- B** Disputes will be settled according to Dutch law.