

General Terms and Conditions of Delivery and Payment

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www.ftr-transformationmanagement.com

****Article 1**

Registrations**

First Time Right Transformation Management, also operating under the trade name **FTR-TM**, are registered trade names.

First Time Right Transformation Management (FTR-TM) is registered with the Dutch Chamber of Commerce under number **77417313** and with the Dutch Tax Authorities under VAT number **NL0089.29452B01**.

****Article 2**

General**

2.1

These General Terms and Conditions of Delivery and Payment apply to all offers, quotations, activities, assignments, and agreements between First Time Right Transformation Management (FTR-TM) and its clients, as well as their legal successors. Any standard terms and conditions of the client shall apply only if and insofar as they have been explicitly accepted in writing by First Time Right Transformation Management (FTR-TM).

2.2

These General Terms and Conditions of Delivery and Payment also apply to all assignments of First Time Right Transformation Management (FTR-TM) for the execution of which third parties are engaged.

2.3

If one or more provisions of these General Terms and Conditions are or become null and void or are annulled, the remaining provisions shall remain fully applicable.

In such case, First Time Right Transformation Management (FTR-TM) and the client shall consult to agree on replacement provisions, taking into account as far as possible the purpose and intent of the original provisions.

****Article 3**

Quotations**

3.1

Quotations issued by First Time Right Transformation Management (FTR-TM) are based on information provided by the client. The client warrants that all information essential for the design, execution, and completion of the assignment has been provided accurately and in full.

3.2

All quotations issued by First Time Right Transformation Management (FTR-TM) are without obligation. Quotations are valid for **15 days**, unless stated otherwise. First Time Right Transformation Management (FTR-TM) shall only be bound by a quotation if acceptance is confirmed in writing within **15 days**, unless stated otherwise.

3.3

All prices stated in quotations are exclusive of VAT and other government-imposed charges, as well as any costs incurred in connection with the assignment, including travel and accommodation expenses, unless stated otherwise.

3.4

If acceptance deviates from the offer on minor points, First Time Right Transformation Management (FTR-TM) shall not be bound by such acceptance, unless explicitly agreed otherwise.

3.5

A composite price quotation does not oblige First Time Right Transformation Management (FTR-TM) to perform part of the assignment for a proportionate part of the stated price.

3.6

Quotations do not automatically apply to subsequent or follow-up assignments.

****Article 4**

Provision of Information and Cooperation**

The client shall timely provide First Time Right Transformation Management (FTR-TM) with all documents, information, and contacts necessary for proper execution of the assignment.

****Article 5**

Execution of the Assignment and Engagement of Third Parties**

5.1

First Time Right Transformation Management (FTR-TM) shall perform the assignment to the best of its knowledge, expertise, and ability.

5.2

Where necessary for proper execution, First Time Right Transformation Management (FTR-TM) may engage third parties, after consultation with the client. FTR-TM undertakes to use best efforts to achieve the agreed quality and obligations.

5.3

First Time Right Transformation Management (FTR-TM) accepts no liability for work performed by third parties where such parties have entered into a direct agreement with the client.

5.4

First Time Right Transformation Management (FTR-TM) is not liable for damage resulting from incorrect or incomplete information provided by the client, unless such inaccuracies should reasonably have been known.

5.5

If the assignment is executed in phases, FTR-TM may suspend subsequent phases until prior phases have been approved in writing by the client.

5.6

Where work is performed at the client's location, the client shall provide necessary facilities at no cost.

****Article 6**

Changes to the Assignment and Additional Work**

6.1

The client acknowledges that changes to scope, approach, or execution may affect timelines. Additional work resulting from client-initiated changes shall be charged as a supplementary assignment.

6.2

No additional charges shall apply where changes result from circumstances attributable to First Time Right Transformation Management (FTR-TM).

****Article 7**

Contract Duration and Execution Period**

7.1

Assignments are entered into for an indefinite period unless otherwise agreed in writing or implied by the nature of the assignment.

7.2

Agreed timelines are never fatal deadlines. In case of delay, the client must issue a written notice of default. FTR-TM shall periodically inform the client of progress and status.

****Article 8**

Fees**

8.1

First Time Right Transformation Management (FTR-TM) applies daily, weekly, monthly rates, or a combination thereof.

8.2

Fees include administrative and communication costs. Domestic travel time is billable.

Domestic accommodation costs are charged at cost price. International travel and accommodation costs are charged at cost per quotation.

8.3

All amounts are exclusive of VAT.

8.4

FTR-TM may adjust agreed rates annually per 1 January in line with prevailing price levels without prior notice.

8.5

In case of price increases beyond inflation, FTR-TM is entitled to increase rates. The client is not entitled to terminate if such increase results from statutory measures.

8.6

The client shall be notified in writing of any rate increase, including scope and effective date.

****Article 9**

Payment Terms**

9.1

Invoices must be paid within **14 days** of invoice date unless agreed otherwise. Disputes do not suspend payment obligations.

9.2

After the due date, statutory interest applies. Reminder and collection costs are €150 per occurrence.

9.3

If payment remains outstanding for over one month, FTR-TM may suspend execution until payment is received.

9.4

In case of liquidation, bankruptcy, attachment, or suspension of payment, all claims become immediately due.

9.5

Payments are applied first to costs, then interest, then principal. Deviating payment allocation may be refused.

9.6

All judicial and extrajudicial collection costs are borne by the client and outsourced to a bailiff network.

****Article 10**

Completion of Assignment**

The assignment is legally and financially completed upon full payment. Invoice disputes must be raised within **5 working days**. Goods remain under FTR-TM control until all invoices are paid.

****Article 11**

Retention of Title**

All delivered items remain the property of FTR-TM until all obligations have been fulfilled. Pledging or encumbrance is prohibited.

****Article 12**

Inspection, Complaints, and Claims**

Complaints must be submitted in writing within **two weeks** of invoice date and no later than **three weeks** after completion.

****Article 13**

Termination**



Both parties may terminate the agreement at any time. Early termination by the client requires compensation equal to **three months' average fees**.

****Article 14**

Suspension and Dissolution**

FTR-TM may suspend or dissolve the agreement if obligations are not met or fulfillment becomes unreasonable.

****Article 15**

Return of Provided Items**

Provided items must be returned within **14 days** upon request, at the client's expense if non-compliant.

****Article 16**

Liability**

FTR-TM obligations are best-effort only. Liability is limited to **50% of the invoiced amount**, capped at insurance coverage. No indirect or consequential damages apply.

****Article 17**

Indemnities**

The client indemnifies FTR-TM against third-party intellectual property claims and guarantees virus-free materials.

****Article 18**

Transfer of Risk**

Risk transfers upon legal or factual delivery to the client or designated third parties.

****Article 19**

Force Majeure**

Neither party is liable for failure due to force majeure. Suspension applies; termination possible after two months.

****Article 20**

Confidentiality**

Both parties must maintain confidentiality unless disclosure is legally required.

****Article 21**

Intellectual Property Rights**

All intellectual property remains with FTR-TM. Client may use deliverables internally only.

****Article 22**

Non-Solicitation**

During the assignment and for **two years thereafter**, the client may not employ or engage FTR-TM professionals. Penalty: **€25,000 excl. VAT**.

****Article 23**

Disputes**

Disputes shall first be resolved through mediation under the Netherlands Mediation Institute. Failing that, the court of **'s-Hertogenbosch** has exclusive jurisdiction.

****Article 24**

Applicable Law**

All agreements are governed exclusively by **Dutch law**, irrespective of the client's domicile.

****Article 25**

Amendments**

These terms are filed with the Dutch Chamber of Commerce. The latest filed version applies.
