

DOWN TO EARTH BV

Interim Management
Management Consultancy

GENERAL CONDITIONS OF SALE, JUNE 2011

1. Definitions

In these General Conditions of Sale the following applies:

General Conditions of Sale DOWN TO EARTH BV	These General Conditions of Sale The interim management & consultancy firm and service provider (also referred to as 'we' or 'us') that refers in the agreement with the Client to these General Conditions of Sale.
The Client	The contract partner of DOWN TO EARTH BV, who places an order for an Assignment.
The Assignment	Each agreement of DOWN TO EARTH BV for providing services to the Client.
The Parties	DOWN TO EARTH BV and its Client(s).

2. Applicability

These General Conditions of Sale are applicable to all offers and agreements for providing services and the execution and completion of providing services by DOWN TO EARTH BV.

3. Completion of Assignments

The offer shall be based on information, which up to that moment has been provided to DOWN TO EARTH BV by the Client. The Client is responsible for providing all relevant information required for planning and executing the Assignment. If no period of validity has been mentioned in the offer, the Assignment is not binding until both parties have formally agreed. A verbal agreement will always be confirmed by DOWN TO EARTH BV in writing.

4. Execution of Assignments

DOWN TO EARTH BV will endeavor to execute its interim management & consultancy services to the best of our knowledge and abilities, according to sound business practices and will approach the Assignment from a professional, independent position. We will always consult the Client about the way the Assignment will be executed.

DOWN TO EARTH BV will endeavor to execute the Assignment within the agreed period. However, apart from our endeavors, the execution period can be influenced by various factors, including but not limited to the quality of the information provided and the (timely) co-operation given. Therefore we cannot exactly estimate how much time will be required to execute and complete the Assignment.

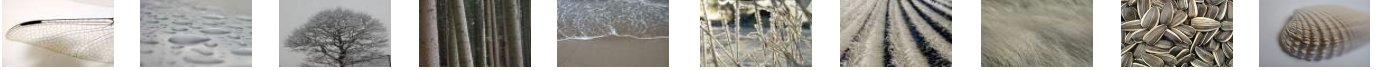
The results of the application and use of our studies and our advice are depending on many factors outside DOWN TO EARTH BV's influence. Although the Assignment will be executed to our best knowledge and abilities, we therefore cannot give any guarantee with regard to the results of the advice given by us. We only have an obligation to endeavor in this respect.

5. Obligations of the Client

During a period of twelve months after termination of an Assignment, the Client is not allowed to contract, hire or recruit Interim Managers and Consultants introduced by DOWN TO EARTH BV directly, unless the Parties agreed otherwise.

If the Parties agree to contract one of the Interim Managers and Consultants introduced by DOWN TO EARTH BV directly, then DOWN TO EARTH BV is entitled to a market conform compensation for its services as an intermediate.

The Client ensures that all documents and information required for the execution of the Assignment, in accordance with the agreed planning, will be made available to DOWN TO EARTH BV in time. Furthermore DOWN TO EARTH BV has to be able to rely on the timely availability and suitability of employees of the organization of the Client involved in the execution of the Assignment. When the Client wishes to involve third parties in the execution of the Assignment, he/she will always consult us.



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When DOWN TO EARTH BV request this, a personal working space with a telephone connection will be made available to us at no costs during the period of the Assignment.

6. Confidentiality

DOWN TO EARTH BV is obliged to keep confidential all Clients' information as well as all Clients' information regarding third parties. Within the light of the Assignment, we will take all precautions that can reasonably be expected, to protect the interests of our Client. On the other hand the Client will not inform third parties of our approach, working methods, etc., nor will he / she make available our reports without our formal consent.

7. Interim Managers / Consultants

After consultation with the Client, DOWN TO EARTH BV may change the composition of our team if we believe this is necessary for the execution of the Assignment. This change should not affect the professionalism of the team, nor should it negatively affect the continuity of the Assignment.

Neither of the parties closely involved with the Assignment can, during the execution of the Assignment, nor within a year thereafter, recruit personnel of the other party nor negotiate about this, except after consultation of the other party.

8. Adjustment of Assignment

If during the period of the Assignment unforeseen circumstances will arise other than those which were foreseen at the start of the Assignment, than the parties will jointly and in good harmony try to find a solution. In this case, if necessary, adjustment of the Assignment can be agreed. DOWN TO EARTH BV and the Client both have the right to terminate the Assignment, if the originally agreed execution of the Assignment is severely hindered or is made impossible because of changed circumstances. In that case article 11 is unabridged applicable. When the Assignment is continued, DOWN TO EARTH BV has the right to add adjusted and new conditions to the first Assignment that, with this Assignment, will form one whole. The adjusted and new conditions of the Assignment, together with the first Assignment, will only be binding if the Client will formally confirm its acceptance.

If any part of the Assignment is not executed within the given period, this does not give the Client the right to terminate the Assignment, unless the specific importance of a particular term has been stated in writing by the Client beforehand and this has been accepted by DOWN TO EARTH BV.

9. Fees and costs

DOWN TO EARTH BV's fees and cost estimates based on these fees are excluding expenses made specifically for the Assignment, such as travel and lodging expenses, larger quantities of reports, etc. These costs shall be charged separately. Costs of third parties, which we have to make in behalf of the Assignment, shall be charged to the Client.

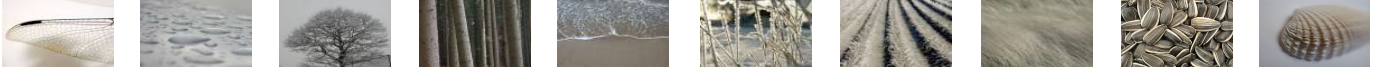
Substantial intermediate change of costs of salaries and expenses, which will oblige DOWN TO EARTH BV to adjust fees, shall be passed on to the Client.

10. Payment

The Client will be charged for the services on the basis of working time and expenses made, unless otherwise agreed between the Parties. DOWN TO EARTH BV will send a (preliminary) invoice once a month. Payment will have to be made within 14 days after the date of the invoice.

Interest costs are not included in the fee calculation. If the (preliminary) invoice will not be paid within the given period, DOWN TO EARTH BV is allowed to charge interest from the due date. If payment does not occur within eight weeks after the due date, we are allowed to postpone execution of the Assignment.

The Assignment has been completed in financial terms on the moment that the final invoice has been approved and paid for by the Client. The final invoice will have to be approved by the Client within 14 days after receipt. If the Client does not react within this period, the final invoice will considered to have been approved.



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All legal - and other costs made in connection with the collection of a claim on the Client, will be the Clients'. Other costs will be deemed to be at least 15% of the claim. In case of a joint Assignment by more than one Client, all Clients will be responsible per capita for the payment of the amount of the claim, independent of the addressee on the invoice.

11. Early termination of Assignment

An Assignment can be terminated early, if one of both Parties believes the services cannot be executed conform the offer and in accordance with the Assignment, or conform any possible detailed specifications provided at a later date and confirmed in writing. In this case a termination period of one month will be applicable for an Assignment with an execution period of over two months. Clearly this should only happen if both Parties couldn't reasonably resolve the problems identified otherwise. In this case, Parties will terminate such short Assignments in mutual consultation.

In case of early termination of the Assignment all work carried out to date will be remunerated normally conform made agreements. Neither Party can claim any right based on early termination of the Assignment.

If one of the parties will go bankrupt or is legally postponing payment, the other party has the right to terminate the Assignment immediately.

12. Liability

DOWN TO EARTH BV is only liable for possible damage caused during the execution of the Assignment which is the direct effect of attributable behavior of its interim manager(s) or consultant(s). This liability is limited to the fee of the related Assignment concerned with a maximum of EURO 200.000 in relation to this Assignment. DOWN TO EARTH BV is not liable for possible consequential damage or for any damage suffered by third parties, which our Client will indemnify us against. Application and use of our advice is solely at the risk of the Client.

13. Property

DOWN TO EARTH BV owns the copyright and all other intellectual property with regard to the advice given. The Client will be given a license to use (the result of) these services within the part of the organization for which this advice applies.

14. Conflicts

If a conflict arises between the Client and DOWN TO EARTH BV, Parties will attempt to resolve this conflict in consultation, including the possibility to jointly submit the conflict to an independent professional for advice or mediation. If the conflict is not resolved this way, then it will be submitted to the competent court in The Hague, The Netherlands. To all offers and Assignments Dutch law is applicable, excluding any other law.

15. General conditions

Against these General Conditions of Sale, possible conditions of the Client wherever stated or lodged, are non-binding for DOWN TO EARTH BV, unless accepted by us at the start of the Assignment.

DOWN TO EARTH BV shall disclose its General Conditions of Sale on its website www.downtoearth.nl. We are entitled to update its General Conditions of Sale at any time. These updated General Conditions of Sale will be applicable from the month mentioned in the General Conditions of Sale. We shall timely inform its Client about these changes and their applicability.