

Conditions applying to advice (reports) provided by Sogeti Nederland B.V.

1. Applicability

1. These conditions apply to the execution by Sogeti Nederland B.V. (Sogeti) of instructions to provide ICT advice in the broadest sense, whether or not it results in the drawing up of a report.
2. These conditions apply in addition to the General Terms and Conditions of Sogeti Nederland B.V.

2. Execution

1. In executing the instruction Sogeti assumes that the information supplied by the client is correct. The client warrants that the information supplied is correct, complete and accurate and that all relevant and available information is supplied in a timely manner.
2. So that the work can be implemented properly, the client must ensure that sufficient authorized experts in the subject and expert support staff are available together with the facilities described in the instruction, in a timely manner and free of charge.
3. Documents, reports, etc. to be delivered by Sogeti in the context of an instruction will be delivered in Dutch unless the instruction expressly provides otherwise.

3. Guarantee

Sogeti guarantees that the work will be carried out in a competent manner and, if and in so far as the instruction includes delivery of a report, that the report will fulfil the agreed requirements.

4. Contract variations

1. Either party can put forward proposals to change the nature and extent of the agreed work. Sogeti will estimate the financial and other consequences of these contract variation proposals as soon as possible and to the best of its ability and notify the client of them and of the period for which the estimate is valid. Consent to carry out a contract variations proposal will be confirmed by the client in writing.
2. Unless otherwise agreed, contract variations will be carried out on the basis of actual costs and settled for the month in which the work concerned was carried out.
3. Hours lost as a result of, inter alia, failure to accept products or intermediate products in a timely manner or failure by or on behalf of the client to take timely decisions will be charged to the client. Lost hours, or an estimate of them,

will be notified to the client as soon as possible and confirmed in writing with the reason for the loss. Settlement will be made on the basis of actual costs for the month in which the work concerned was carried.

5. Delivery and acceptance

1. If the advice is set out in a report, the client will state in writing within two weeks of delivery of the report or draft report whether the report has been accepted, or whether it has been rejected, giving the reason for rejection. On request of the client, the client and Sogeti will discuss the report or draft report, whereupon the client will set out in an acceptance report any instructions to improve incorrect parts of the report, referring to the relevant part of the agreed requirements. These instructions must include sufficient details to enable the report to be improved. Unless otherwise agreed, Sogeti will deliver a final report within two weeks of receiving the acceptance report.
2. If the client does not state in writing within the period specified in the previous paragraph that the product supplied has been accepted, or does not state, giving reasons, that the product has been rejected, the product is deemed to have been accepted.

6. Term of the instruction

The instruction commences once it has been given in writing and continues until the parties have fulfilled their obligations under the instruction.