

DATUM  
01-02-2023

VERSIE  
1/2023

ONDERWERP  
Stratech Shipment Service Conditions

## Artikel 1. Applicability

1. In addition to the Stratech Shipment General Terms and Conditions, these Stratech Shipment Service Conditions apply to all offers and agreements with Stratech Holding bv, with its registered office at Pantheon 15 in Enschede, the Netherlands, and all operating companies of Stratech Holding bv, hereinafter jointly referred to as: Stratech, concerning the services to be provided by Stratech.
2. These Stratech Shipment Service Conditions are structured as follows:
  - Section I: Agreement;
  - Section II: Activities;
  - Section IX: Training;
  - Section IV: Cancellations;
  - Section V: Changes.

## Section I: Agreement

### Artikel 2. Agreement

1. The provisions of this paragraph apply to the agreement(s) between Stratech and the client as referred to in these Stratech Shipment Service Conditions.
2. The agreement is concluded digitally or in writing. An agreement concluded digitally enters into effect at the moment the client has (1) verified his or her identity and (2) has approved the offer digitally via the digital signing process applied by Stratech. The client confirms to Stratech the conclusion of the agreement in this manner. An agreement concluded in writing enters into effect when Stratech has confirmed the agreement to the client in writing or when Stratech has received back one copy of the agreement signed by both parties.
3. Agreements with respect to services are distinguished in these Stratech Shipment Service Conditions into an assignment (article 3) and a services subscription (article 4).

### Artikel 3. Assignment

1. An assignment is defined as an agreement for the performance of activities or the provision of one-off training.
2. The agreement for an assignment is concluded for a definite period. The start and end are determined and laid down in the agreement in consultation between the client and Stratech as much as possible.

### Artikel 4. Service subscription

1. A service subscription is defined as an agreement pursuant to which regularly recurring activities are performed or the provision of training is provided to support the client in a structural manner.
2. A service subscription commences at the moment the agreement is concluded and runs until the end of the current calendar year.
3. The service subscription is each time renewed by operation of law by one calendar year after the end of every calendar year, unless one of the parties gives the other party notice of termination of the then ongoing service subscription at least 2 months before its end by means of a registered letter or digitally. Termination of the service subscription other than by means of timely notice of termination is excluded.

4. The annual costs of the service subscription are due in advance. In the event the service subscription commences or changes during the calendar year, the costs for that year are charged proportionately based on the commencement date or the date of the change. If the service subscription starts or changes during the calendar year and consists of a certain number of moments at which the service is provided, the charges will be charged pro rata based on the number of moments yet to be provided in that calendar year.

## **Artikel 5. Specification of hours worked**

1. If the fee for the activities to be carried out or the training to be provided by Stratech depends in part on the hours worked and time travelled by Stratech, Stratech's administration will constitute conclusive evidence of the hours actually realised.
2. In case the fee depends (in part) on the hours worked and the time travelled by Stratech, the fee will be due from the moment those hours are realised. In the event a fixed fee was agreed, the fee will be due from the moment at which the agreement is concluded.
3. Stratech is obliged to make an adequate specification of the hours worked and the costs available to the client for inspection. This obligation does not apply in case the parties agreed a fixed fee.

## **Section II: Activities**

### **Artikel 6. Activities to be performed**

1. The activities to be performed have been laid down in the agreement. Activities that are not indicated specifically in the agreement are deemed to be covered by scope of application of these Stratech Shipment Service Conditions.
2. The client accepts that if the activities to be performed as indicated in the agreement are expanded or changed in consultation between the parties or at the request of the client, this could have an impact on the moment of completion of the activities and the estimated efforts. Stratech will specify at the client's first request the financial consequences of the changes and/or the additional activities, as well as the possible consequences for the moment the activities are completed.
3. In the event Stratech performed activities or other performances at the request of the client as referred to in paragraph 1, which fall outside the content or scope of the agreement and without having concluded written agreements about the related costs, the client will pay Stratech for these activities or performances in accordance with the rates that apply at that time.

### **Artikel 7. Performance of the activities**

1. If and insofar as indicated in the agreement, the performance of the activities consists of but is not limited to the provision of advice, implementation supervision, support, conversion supervision, development of forms and description of working processes concerning the Stratech software. All of the above in the broadest sense of the word and comprising in any event the activities indicated in the agreement.
2. The performance of the activities is based on the information provided by the client to Stratech. The client is responsible for the correctness and completeness of all information reasonably required for the performance of the activities.
3. Stratech performs the activities to the best of its ability and observes in this connection the care that may be expected from Stratech. The client and Stratech will arrange jointly for proper performance of the tasks and responsibilities set out in the agreement. The parties will maintain regular contact concerning the performance of the agreement.

4. The duration of the performance of the activities may also be affected by various other factors such as the quality/completeness of the information Stratech obtains from the client and the cooperation that is provided by the client. This means that Stratech is unable to indicate in advance exactly how long the completion time of the performance of the activities will be. In case of circumstances that result in an adjustment of the activities to be performed and/or the expected deployment and time spent, Stratech will inform the client thereof as soon as may reasonably be expected.
5. The activities are performed during office hours in principle. A surcharge in accordance with the rates that apply at that time applies to activities performed outside office hours.
6. In the event the agreement for the performance of activities was concluded with a view to the performance by a specific person, Stratech will nevertheless have the right to replace this person by one or more persons with suitable qualifications.
7. Stratech has the right to use the services of third parties in the performance of the agreement.

## **Section III: Training courses**

### **Artikel 8. Standard training courses**

1. Supplementary to the provisions of article 2 paragraph 2 of these Stratech Shipment Service Conditions, registration for a standard training course can take place digitally by completing and submitting the designated form. The agreement is concluded as soon as Stratech has received a fully completed form from the client and has confirmed the registration to the client in writing or digitally. The costs are due from the start of the training.
2. Participants from multiple clients may participate in a standard training course.
3. The minimum and maximum number of participants in a standard training course is determined by Stratech.
4. If the registered participant is prevented from attending, the client will have the right to send a replacement.

### **Artikel 9. Training course location and facilities**

1. Training courses as referred to in this paragraph are provided online or at a physical location to be indicated by Stratech.
2. The room, hardware, presentation materials, lunch, coffee and tea for training courses not provided digitally are included in the agreed fee.

## **Section IV: Cancellation**

### **Artikel 10. Cancellation**

1. In the event the client cancels a scheduled appointment for the performance of activities within 5 working days before the start of the activities, Stratech will have the right to charge the agreed costs of the aforementioned activities to the client. In such cases, Stratech will charge the hours missed as a result of the cancellation in accordance with Stratech's rates that apply at that time.
2. Cancellation of agreed training courses can only take place in writing or digitally subject to the conditions referred to in this article.

3. Cancellation of a standard training course is free of charge if cancellation by the client has been received by Stratech at least 10 working days before the start of the training course.  
In case of cancellation between 10 working days and 3 working days before the start of the training course, the cancellation costs will amount to 50% of the agreed fee. In case of cancellation within 3 working days before the start of the training, the cancellation costs will amount to 100% of the agreed fee. Cancellation cost will be due from the moment of cancellation.
4. If a participant fails to appear at one or more days of the training course, the client will still owe the whole fee.
5. Stratech has the right to cancel the training course, inter alia but not limited to situations in which there is an insufficient number of participants, in which case Stratech will consult with the client(s) in order to determine a different date for the training course. If this proves impossible within reason, the fee already invoiced to the client will be refunded, unless the cancellation is attributable to the client, in which case the client will continue to owe the agreed fee.

## **Section V: Changes**

### **Artikel 11. General**

1. Specific agreements in ongoing agreements between Stratech and the client pertaining to the previous conditions continue to apply to the agreements in question.

These Stratech Shipment Service Conditions as well as the Dutch Diensten Voorwaarden Stratech Shipment were made available to the client prior to or at the time of the conclusion of the subscription to which these Stratech Shipment Service Conditions apply or after these Stratech Shipment Service Conditions were adopted. The conditions can also be read and can be downloaded from the Stratech website: [www.stratech.nl](http://www.stratech.nl).

These English Stratech Shipment Service Conditions are a translation of the Dutch Diensten Voorwaarden Stratech Shipment. If any provision of these English Stratech Shipment Service Conditions conflicts with the Dutch Diensten Voorwaarden Stratech Shipment, the provision of the Dutch Diensten Voorwaarden Stratech Shipment shall apply. The Dutch Diensten Voorwaarden Stratech Shipment have been filed with the Overijssel District Court, Almelo location, on 10/03/2023 under number 6/2023.