General terms and conditions

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1. GENERAL

1.1 These general terms and conditions apply to all our offers, agreements and actions. Deviations from these conditions will only be valid if they have been agreed in writing.

2. OFFER AND AGREEMENT

2.1 All our offers are without obligation and are based on the information and documents provided by the client.

Budgets, plans or other documents referred to in the offers will remain our property and only serve as an indication. These documents may not be reproduced or otherwise provided or made available to third parties without our permission.

2.2 Agreements will only come into effect after we have accepted an instruction in writing, or have performed the work.

2.3 The provisions of Sections 404, 407(2) and 409(1) of the Dutch Civil Code are declared inapplicable.

3. SERVICE PROVISION

3.1 We do our utmost to provide services to our clients correctly and to the best of our ability. We are, however, not bound by an obligation of result, but merely by a best efforts obligation.

3.2 If we perform our work on the premises of the other party, the other party will make all facilities required available to us and will ensure that all applicable legislation is complied with.

3.3 The work will be performed during regular office hours.

3.4 Our services do not qualify as job placement services and the parties will not act as such. The client is not permitted within a period of 12 months after the end of an agreement with us to conclude an employment contract with one of our employees or to employ them in any other manner, unless we have given our permission for this in writing. In the event of a breach of this stipulation, the client will be liable to pay us an immediately payable penalty of EUR 50,000.

3.5 We process personal data for the client within the meaning of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG). We will process the personal data as the 'processor' within the meaning of the AVG. The client, as the 'controller' within the meaning of the AVG, will determine the purpose and means of the processing. The client will indemnify the processor against any third-party claims concerning the processing of personal data. If and to the extent that unauthorized third parties breach the security of the processors systems, and this breach is highly likely to have serious adverse consequences, or has serious adverse consequences for the protection of the processed personal data (a data leak), we will inform the controller of this as soon as possible after the discovery to enable the controller to comply with his duty to report this incident to the supervisory authorities and the parties involved.

4. INTELLECTUAL PROPERTY

4.1 All documents and drawings made on the instructions of the client will become the client's property. This also applies to any modified versions of documents and drawings made on the instructions of the client.

4.2 The client will not use our pictorial mark, trade name or trademarks. We aim not to infringe any third-party intellectual property rights in the performance of our work, but cannot give any indemnity in this respect.

4.3 The client guarantees that he/it is authorized to provide us with the documents, data or information and that he/it is not prevented from doing so by any confidentiality or by third parties/rightholders and that we are authorized to process further, disclose or reproduce this information in accordance with the client's instructions. The client indemnifies us against any third-party claims and will compensate us for any loss and costs incurred, including but not limited to lawyer's fees in connection with an infringement or alleged infringement resulting from the performance of the instruction.

5. PRICE AND PAYMENT

5.1 All prices are in euros and are subject to VAT.

5.2 Payment must be made within 14 days of the invoice date into the bank account number specified by us.

5.3 Payment must be made without any suspension or setoff and will in the first instance serve to cover any interest and costs and subsequently as payment of the oldest unpaid invoice.

5.4 In the following situations invoices will be due and payable immediately:

a. if the client is declared bankrupt or insolvent, if suspension of payments has been granted to the client, or if the Debt Management (Natural Persons) Act (Wet schuldsanering natuurlijke personen) is declared applicable to the client;
b. in the event of liquidation or dissolution of the other party;
c. in the event of an attributable shortcoming in the performance of the obligations towards us.

5.5 If payment is not made or not made in good time, the client will owe the statutory commercial interest referred to in Section 119(a) of Book 6 of the Dutch Civil Code, as well as the collection charges referred to in Section 96(4) of Book 6 of the Dutch Civil Code, which are set at EUR 100, and the extrajudicial collection costs amounting to 15% of the principal.

6. FORCE MAJEURE

6.1 In the event of force majeure we will not be liable for any shortcomings in the performance of our work.

6.2 Force majeure applies if we are unable to perform the agreement for reasons beyond our control and through no fault of our own, including situations where the information provided by the client is incorrect or incomplete, the client makes improper or incorrect use of the information provided by us, the workplace made available by the client proves to be inadequate for whatever reason, or if problems are experienced in connection with ICT or the internet.

6.3 If a situation of force majeure lasts longer than 14 days, each of the parties will be entitled to terminate the agreement without any claim to cancellation obligations or to compensation.

7. LIABILITY AND TERMINATION

7.1 In the event of a shortcoming the client must allow us a compliance period of 14 days to rectify this shortcoming. A situation of force majeure as referred to in Article 6 does not constitute a shortcoming.

7.2 Any liability for whatever reason will be limited to the amount paid out by our insurer in a particular case.

7.3 If and to the extent that the insurer does not provide any cover, the liability will be limited to the amount of the invoice for the work concerned.

7.4 Any liability for consequential loss, loss of profits, trading loss or additional costs will in any event be excluded.

7.5 This agreement may be terminated in the following situations:

a. if either party is declared bankrupt or insolvent, if suspension of payments has been granted or if the Debt Management (Natural Persons) Act is declared applicable to either party;
b. in the event of discontinuation of the business of either party;
c. in the event of an attributable shortcoming that is not rectified after the notice of default has been extended by a compliance period of 8 days.

7.6 Termination of the agreement will never result in any liability for compensation or claim to cancellation obligations or any costs whatsoever.

8. APPLICABLE LAW AND DISPUTES

8.1 All legal relationships between the client and us will be governed by Dutch law.

8.2 In the event of disputes the District Court of The Hague has exclusive jurisdiction.