



**de duurzame
adviseurs**

general terms and conditions

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Article 1 - Definitions

1. In these General Terms and Conditions, De Duurzame Adviseurs B.V., with its registered office in Amersfoort, the Netherlands, Chamber of Commerce number 6498 5520, is referred to as the Service Provider.
2. In these General Terms and Conditions, the other Party to the Service Provider is referred to as the Client.
3. Together, the Service Provider and the Client are referred to as the Parties.
4. The Agreement is understood to mean the Service Agreement between the Parties.

Article 2 - Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all offers, quotations, work, agreements and the provision of services or the delivery of goods by or on behalf of the Service Provider.
2. These General Terms and Conditions may only be deviated from if such has been explicitly agreed by the Parties in writing.
3. All obligations incumbent on the Service Provider are means-based and not results-based.

Article 3 - Payment

1. Invoices must be paid within 30 days of the invoice date, unless the Parties have agreed otherwise in writing or if another term of payment is stated on the invoice.
2. Payments will be made without any recourse to suspension or set-off by transferring the amount due to the bank account number specified by the Service Provider.
3. If the Client fails to pay within the agreed time, the Client will be in default by operation of law, without any demand being required. From that moment, the Service Provider is entitled to suspend the fulfilment of the obligations until the Client has met its payment obligations.
4. If the Client remains in default, the Service Provider will take action for recovery. The recovery costs are to be borne by the Client. In addition to the principal sum, the Client, when in default, will owe the statutory (commercial) interest, the extrajudicial collection costs and any other damage to the Service Provider. The extrajudicial collection costs are calculated on the basis of the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).
5. In case of liquidation, bankruptcy, seizure or suspension of payment of the Client, the claims of the Service Provider against the Client will be immediately due and payable.
6. Refusing to cooperate with the performance of the assignment carried out by the Service Provider does not release the Client from its obligation to pay the agreed price to the Service Provider.



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Article 4 - Offers and quotations

1. Any offer made by the Service Provider is valid for up to three months, except those specifying a different period for acceptance. If the offer is not accepted within that period, the offer will lapse.
2. The delivery dates in offers are indicative only and, where exceeded, do not entitle the Client to rescind or seek damages, unless expressly agreed otherwise by the Parties in writing.
3. Offers and quotations do not automatically apply to repeat orders, unless explicitly agreed to by the Parties in writing.
4. If the course of the process is less than three months of the date of the offer, the offered amount will be increased by 15% as the work will then need to be done with urgency.

Article 5 - Prices

1. The prices mentioned on offers, quotations and invoices of the Service Provider are exclusive of Dutch VAT and any other government levies, unless explicitly stated otherwise.
2. In terms of the provision of services, the Parties may agree on a fixed price upon concluding the Agreement.
3. If no fixed price has been agreed, the price relating to the provision of services will be determined on the basis of the hours actually worked. The price will be calculated in accordance with the Service Provider's usual hourly rates applicable for the period in which the work is performed, unless a different hourly rate has been agreed.

Article 6 - Price indexation

1. The prices and hourly wages agreed at the time of entering into the Agreement are based on the price level applied at that time. The Service Provider is entitled to annually adjust the fees to be charged to the Client on January 1th of each year (2% indexation).
2. The Client will be informed as soon as possible of any adjustments in prices, rates and hourly wages.

Article 7 - Information provision by the Client

1. The Client will provide the Service Provider with all information relevant to the performance of the assignment.
2. The Client is required to provide all information and documents which the Service Provider believes it requires to correctly perform the assignment, in a timely fashion and in the desired form and manner.
3. The Client warrants the correctness, completeness and reliability of the information and documents supplied to the Service Provider, even if it originates from third parties, insofar as the nature of the assignment does not stipulate otherwise.
4. The Client will indemnify the Service Provider against any damage in any form whatsoever resulting from non-compliance with the provisions of the first paragraph of this Article.
5. If and insofar as requested by the Client, the Service Provider will return the documents in question.
6. If the Client fails to provide the information and documents, fails to do so in a timely manner or in the desired form and manner and the performance of the assignment is delayed as a consequence, the extra costs and fees arising from it are to be borne by the Client.



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Article 8 - Withdrawal of the assignment

1. The Client has the liberty to terminate the assignment granted to the Service Provider at any time.
2. Upon termination of the assignment, the Client is obliged to pay the wages due and the expenses incurred by the Service Provider.

Article 9 - Performance of the Agreement

1. The Service Provider will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. The Service Provider is entitled to have third parties perform work.
3. The performance will be done in mutual consultation and following written approval and advance payment, if applicable.
4. It is the Client's responsibility to ensure that the Service Provider can begin the assignment in a timely manner.

Article 10 - Contract term of the assignment

1. The Agreement between the Client and the Service Provider is entered into for an indefinite period of time, unless the nature of the Agreement shows otherwise, or if the Parties have expressly agreed otherwise in writing.
2. If the Parties have agreed to an end date for the completion of certain work within the term of the Agreement, this date is in no case to be regarded as a firm date. If this term is exceeded, the Client must issue the Service Provider a written notice of default.

Article 11 - Amendment to the Agreement

1. If, during the performance of the Agreement, it appears that it is necessary for the proper performance of the assignment to change or supplement the work to be carried out, the Parties will amend the Agreement accordingly, both in good time and in mutual consultation.
2. If the Parties agree to amend or supplement the Agreement, this may affect the time of completion of the performance. The Service Provider will notify the Client thereof as soon as possible.
3. If the amendment or supplement to the Agreement results in financial and / or qualitative consequences, the Service Provider will notify the Client thereof as soon as possible in writing.
4. If the Parties have agreed to a fixed fee, the Service Provider will indicate to what extent the amendment or supplement to the Agreement will result in this fee being exceeded.



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Article 12 - Force majeure

1. In addition to the provisions set out in Section 6:75 of the Dutch Civil Code, any shortcomings on the part of the Service Provider in the fulfilment of any obligation towards the Client cannot be attributed to the Service Provider in case of a circumstance independent of the will of the Service Provider, as a result of which the fulfilment of its obligations towards the Client is wholly or partly prevented, or as a result of which the fulfilment of its obligations cannot reasonably be demanded of the Service Provider. These circumstances include the non-performance by suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.
2. If a situation as referred to above occurs as a result of which the Service Provider cannot meet its obligations towards the Client, those obligations will be suspended as long as the Service Provider cannot meet its obligations. If the situation referred to in the previous sentence has lasted thirty calendar days, the Parties are entitled to then terminate the Agreement in writing, either wholly or partly.
3. In the case referred to in the second paragraph of this Article, the Service Provider will not be obliged to compensate any damage, not even if the Service Provider enjoys any advantage as a result of the situation of force majeure.

Article 13 - Set-off

The Client waives its right to set off claims on the Service Provider against any debts payable by the Service Provider.

Article 14 - Suspension

The Client waives its right to withhold the performance of any obligation under this Agreement.

Article 15 - Transfer of rights

No rights of either Party under this Agreement may be transferred without the prior written consent of the other Party. This provision is deemed to have effect under the law of property as referred to in Section 3:83(2) of the Dutch Civil Code.

Article 16 - Extinction of right of action

Each right of compensation due to damage caused by the Service Provider will in any case lapse after twelve months of the date the liability, either directly or indirectly, first arose. This does not exclude the provisions laid down in Section 6:89 of the Dutch Civil Code.



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Article 17 - Insurance

1. The Client undertakes to adequately insure the delivered goods that are necessary for the performance of the underlying Agreement, as well as the goods of the Service Provider that are at the Client's disposal and the goods that have been delivered under retention of title, and to keep them insured against fire, explosion, water damage and theft.
2. The Client will allow inspection of the policy of such insurances on first request.

Article 18 - Liability for damages

1. The Service Provider will not be held liable for damage resulting from this Agreement, unless the damage was caused by the Service Provider's intent or gross negligence.
2. In case the Service Provider owes damages to the Client, the damage will not exceed the fee.
3. The Service Provider's liability for damage arising from or in connection with the performance of an Agreement is always limited to the value of the insurance benefit paid in the relevant case under the Service Provider's professional indemnity insurance policy or policies, plus any excess according to the policy in question.
4. This limitation of liability applies in the same manner for damages, either directly or indirectly, caused by the failure of equipment, software, data bases, registers or other things used by the Service Provider during the performance of the assignment.
5. The Service Provider's liability does not exclude damage resulting from intent or wilful recklessness on the part of the Service Provider, its manager or subordinates.



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Article 19 - Liability of the Client

1. In the event an assignment is granted by multiple persons, each of them will be severally liable for the amounts owed to the Service Provider pursuant to that assignment.
2. Were an assignment to be granted, directly or indirectly, by a natural person on behalf of a legal entity, this natural person may also be a private client, in which case this natural person must be regarded as the (co-)policymaker of the legal entity. In the event of non-payment by the legal entity, the natural person will therefore be personally liable for payment of the invoice, irrespective of whether or not it is upon the Client's request, it is made out in the name of a legal entity or in the name of the Client as a natural person or in both their names.

Article 20 - Indemnification

The Client indemnifies the Service Provider against all third-party claims related to the goods delivered and/or services provided by the Service Provider.

Article 21 - Obligation to complain

1. The Client is obliged to immediately report in writing any complaints relating to the work performed by the Service Provider. The complaint must contain the most detailed possible description of the shortcoming, so that the Service Provider is able to respond adequately.
2. In any event, a complaint cannot lead to the Service Provider having to perform work other than agreed upon.

Article 22 - Retention of title, right of suspension and right of retention

1. All the goods delivered to the Client and those that are at the Client's disposal, including parts thereof, remain the property of the Service Provider until all the amounts payable pursuant to the Agreement have been fully paid by the Client. Until then, the Service Provider may invoke its retention of title and take back the goods.
2. Amounts of which it has been agreed that these are to be payable in advance that are not paid or not paid on time will entitle the Service Provider to suspend the work until the agreed amount has been paid. This is known as creditor's default. In that case, the Client cannot invoke a late delivery against the Service Provider.
3. The Client is not authorised to pledge or in any way encumber goods that are subject to the retention of title.
4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the Service Provider will have the right of retention. In such case, the goods in question will not be delivered until the Client has made the payment in full and as agreed.
5. In case of liquidation, bankruptcy or suspension of payment of the Client, the claims against the Client will be immediately due and payable.



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Article 23 - Intellectual property

1. Unless the Parties have agreed otherwise in writing, the Service Provider retains all absolute intellectual property rights, including copyright, patent law, trademark law, design and model law, etc., to all designs, drawings, writings, carriers containing data or other information, quotations, images, sketches, models, scale models, etc.
2. The aforementioned absolute intellectual property rights may not be copied, shown and/or made available to third parties or used in any other way without the written consent of the Service Provider.
3. The Client undertakes to maintain secrecy concerning all confidential information made available to it by the Service Provider. Confidential information will in any case be understood to mean the information to which this Article relates, as well as the company data. The Client will impose a written duty of confidentiality on its own employees and/or any third party involved in this Agreement that corresponds to the scope of this provision.

Article 24 - Confidentiality

1. Each of the Parties undertakes to maintain secrecy concerning all information received from the other Party (in whatever form) and any other information relating to the other Party which it knows or has reasonable grounds to know is secret or confidential, or information which it may assume is likely to prejudice the other Party, and will take all appropriate steps to ensure that its employees also maintain the confidentiality of such information.
2. The duty of confidentiality referred to in the first paragraph of this Article does not apply to information:
 - a. Which was already in the public domain or has since been made public without constituting a breach of any obligation of confidentiality on the part of the receiving Party.
 - b. Of which the receiving Party can prove that this information was already at its disposal at the time when it was provided by the other Party.
 - c. Which the receiving Party has received from a third party that was entitled to issue this information to the receiving Party.
 - d. Which the receiving Party is obliged to disclose pursuant to a statutory provision.
3. The duty of confidentiality set out in this Article will apply for the duration of this Agreement and for a period of three years after its termination.



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Article 25 - Penalty for breach of confidentiality

1. If the Client breaches the confidentiality clause of these General Terms and Conditions, the Client forfeits on behalf of the Service Provider an immediately payable penalty of €5,000 for each breach and, in addition, an amount of €XXX for each day that the breach continues, irrespective of whether the breach can be attributed to the Client. Moreover, forfeiture of this penalty does not require prior notice of default or legal proceedings, nor does there have to be any type of damage.
2. Forfeiture of the penalty referred to in the first paragraph of this Article does not prejudice the Service Provider's other rights, including the right to claim compensation in addition to the penalty.

Article 26 - Applicable law and jurisdiction

1. All Agreements between the Parties are exclusively governed by Dutch law.
2. The Dutch Court in the district where De Duurzame Adviseurs B.V. has its registered office/business address, has exclusive jurisdiction to take cognisance of any disputes between the Parties, unless prescribed otherwise by law.