

1. GENERAL

The General Terms and Conditions of De Vaart B.V. form part of all offers, agreements and work performed by, or on behalf of De Vaart B.V., as well as all agreements entered into with respect to advice to be issued and/or services to be rendered by De Vaart B.V. Deviations from these General Terms and Conditions may only be agreed upon expressly and in writing.

The General Terms and Conditions of De Vaart B.V. shall in all cases prevail over any General Terms and Conditions of the Client, unless expressly agreed otherwise in writing between the parties.

2. OFFERS

All offers by De Vaart B.V. are without obligation and shall be valid for a period of sixty days.

An offer by De Vaart B.V. is based on optimal cooperation from the Client's organisation. The work may, at the discretion of De Vaart B.V., be carried out in phases. This shall be done in consultation with the Client. As the progress of a project depends on many factors, any deadlines indicated for De Vaart B.V. are to be regarded as indicative. De Vaart B.V. may have work performed (in part) by third parties.

3. AGREEMENTS

Agreements for the performance of assignments by De Vaart B.V. are concluded in the following ways:

- Oral and telephone instructions.
- Agreements arising directly from the nature of the relationship with the client and the nature of the work.
- Written instructions, including e-mail instructions or order confirmations.

De Vaart B.V. shall notify the Client of the costs of any additional work it deems necessary. The Client shall be deemed to have agreed to the scope and price of such additional work if the Client has not objected in writing to De Vaart B.V. within eight calendar days from the date of such notification.

4. OBLIGATIONS OF THE CLIENT

Insofar as De Vaart B.V. is to perform work at the Client's premises, the Client is obliged to ensure that the workplace is safe and suitable, complies with applicable (health and safety) regulations and has the necessary facilities. The Client shall ensure that De Vaart B.V. can commence the agreed work without hindrance and that the agreed work can proceed in an orderly manner.

The Client guarantees that De Vaart B.V. shall at all times have access to the locations where it is to perform the work, as well as to the information necessary for the performance of the assignment. Any costs arising from failure to comply, or failure to comply in a timely manner, shall be borne by the Client.

If a Client cancels an appointment within one week prior to the agreed date, the Client shall owe De Vaart B.V. half of the advisory fees planned for that appointment.

5. QUALITY AND CONFIDENTIALITY

De Vaart B.V. shall endeavour to perform the work entrusted to it in the interest of (the organisation of) the Client, to the best of its knowledge and ability and in accordance with the requirements of good professional practice.

De Vaart B.V. shall keep all confidential information of the Client confidential. Confidential reports from De Vaart B.V. to the Client shall not be made available or disclosed to third parties by either De Vaart B.V. or the Client. De Vaart B.V. must be able to freely access data already present within the business, insofar as such data is required for the investigation.

6. INTELLECTUAL PROPERTY

The conclusion or performance of the Agreement does not grant the Client any rights to intellectual or industrial property of De Vaart B.V. Such rights are and shall remain the property of De Vaart B.V. This includes, for example, copyrights, trademark rights, design rights, patent rights, database rights or trade secrets. These may relate to, for example, offers, designs, images, drawings, software or models.

If new rights as referred to in paragraph 1 arise from the performance of the Agreement, such rights shall be/become the property of De Vaart B.V. and not of the Client. If anything needs to be recorded in that context, the Client shall cooperate free of charge.

The Client may only use information received from De Vaart B.V. for the purpose for which it was provided.

The Client is in any event not permitted (unless otherwise agreed in writing) to:

- a. use the trade name or other rights of De Vaart B.V.;
- b. alter anything delivered by De Vaart B.V. or the results thereof;
- c. remove labels or trade names or add its own marks;
- d. use materials of De Vaart B.V. for promotional purposes.

e. share information of De Vaart B.V. with third parties, unless this is necessary for the performance of the Agreement and the third party has signed a confidentiality agreement.

If the Client acts in breach of this article (for example through unauthorised use of trade names, designs or confidential information), the Client shall immediately owe De Vaart B.V. a penalty of € 5,000 per violation, plus € 500 for each day the violation continues.

This penalty is intended as an incentive to comply with the agreed terms. De Vaart B.V. has the right to claim damages or specific performance in addition to the penalties. Article 6:92 of the Dutch Civil Code is excluded.

All formats introduced by De Vaart B.V. at the Client's premises are made available to the Client for its own use. However, the Client is prohibited from distributing these formats further.

7. PRIVACY

If De Vaart B.V. processes personal data provided by the Client, the Client warrants that such data has been lawfully obtained and processed, and that the processing does not infringe on the rights of data subjects or third parties.

If De Vaart B.V. is held liable by third parties or data subjects due to unlawful processing of personal data provided by the Client (for example, processing in violation of the General Data Protection Regulation (GDPR)), the Client shall fully indemnify De Vaart B.V.

The privacy statement of De Vaart B.V., as published on its website, forms part of these Terms and Conditions. If the privacy statement is (temporarily) unavailable, De Vaart B.V. shall provide it upon request as soon as it becomes available.

8. COMPLAINTS

Complaints, defined as any grievances relating to work performed by De Vaart B.V., must be submitted to De Vaart B.V. in writing within eight days of the invoice date. In the absence of such complaint, it shall be established that De Vaart B.V. has fulfilled its obligations, and the Client shall lose the right to hold De Vaart B.V. accountable. The processing of a complaint does not suspend the obligation to pay.

9. FORCE MAJEURE

Force majeure (as referred to in, among others, Article 6:75 of the Dutch Civil Code) also includes circumstances beyond the control of De Vaart B.V. as a result of which De Vaart B.V. cannot reasonably be expected to fulfil its obligations. This includes, in any event, natural disasters, fire, strikes, pandemics, government measures (such as recalls or import levies), problems with suppliers (such as shortage of raw materials or price changes), war, transport problems (such as lack of permission/documentation for import or export) or illness of staff.

In the event of force majeure:

- a. the Client may not dissolve the agreement;
- b. the Client may not demand performance from De Vaart B.V.;
- c. the Client has no right to damages, even if De Vaart B.V. saves costs or gains an advantage as a result.

If the force majeure situation lasts longer than two months, De Vaart B.V. may dissolve the agreement in whole or in part.

10. LIABILITY

The liability of De Vaart B.V. towards the Client is limited to the fulfilment of the obligation to use its best efforts to carry out what has been agreed with the Client. The Client is not entitled to claim any compensation other than in the event of an attributable failure in the fulfilment of said obligation of best efforts.

Notwithstanding the provisions of the first paragraph of this section, De Vaart B.V. accepts no liability when:

- A: the result arising from the work produced through the efforts of De Vaart B.V. differs from the result the Client had envisaged;
- B: the work delivered by De Vaart B.V. is used or applied incorrectly by the Client;
- C: the alleged liability results from changed circumstances that were not foreseen at the time of concluding and/or performing the agreement;
- D: incorrect or incomplete information required for the performance of the assignment is provided to De Vaart B.V. by the Client;

E: the timeline indicated at the conclusion of the agreement and/or the planned delivery date is exceeded. If such overrun cannot be attributed to De Vaart B.V. as gross negligence, it shall be deemed part of the assignment that performance shall take place as quickly as reasonably possible, without affecting the financial obligations arising from the Client's assignment.

De Vaart B.V. is liable for damages as referred to above up to a maximum of the amount charged for the fulfilment of the assignment. In the event of concurrent remedial work and damages, the total of repair costs and damages is limited to a maximum of the amount charged.

11. PRICES AND PAYMENT

De Vaart B.V. works on an hourly basis; the hourly rate is exclusive of travel expense reimbursement (per kilometre). For visits to the business, De Vaart B.V. also charges a fee for travel time.

De Vaart B.V. is entitled to index its prices annually on the basis of the Consumer Price Index published by Statistics Netherlands (CBS). If this index is not representative of the nature of the agreement, De Vaart B.V. may instead apply another price index published by CBS that is more appropriate.

If the index applied is replaced or discontinued, a comparable and succeeding index may be used. The Client undertakes to make the relevant payment within 14 days of the invoice date; after this period, the Client shall owe interest of 1% per month or part thereof on the total invoice amount. Invoicing shall take place on a monthly basis. If De Vaart B.V. proceeds with collection measures, the associated costs (both judicial and extrajudicial) shall be borne by the Client.

12. PERSONNEL

The Client is prohibited, during the term of the agreement and for a period of two years after its termination, from directly or indirectly, without the prior written consent of De Vaart B.V.:

- employing employees of De Vaart B.V.;
- engaging employees of De Vaart B.V. to perform work, whether or not on the basis of a service agreement;
- approaching employees of De Vaart B.V. with a view to performing work for the Client;

In this context, employees are defined as: all persons who, at the time of approach and/or commencement of employment or work, or in the twelve months prior thereto, have performed work for De Vaart B.V. on the basis of an employment contract or otherwise.

If the Client acts in breach of this article, the Client shall immediately owe De Vaart B.V. a penalty of € 25,000 per violation, plus € 2,500 for each day the violation continues.



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13. DISPUTES

All agreements concluded between De Vaart B.V. and the Client are governed by Dutch law. If a dispute arises between the Client and De Vaart B.V. that cannot be resolved amicably, the parties shall seek agreement on the method of resolution. If no agreement is reached, the dispute shall be submitted to the competent court in The Hague.

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