

# GENERAL TERMS AND CONDITIONS

**The BusinessAnt Consultancy, based in Hellevoetsluis, Chamber of Commerce registration number: 72376228**

The following terms are used in these General Terms and Conditions:

- Client: the (legal) person who grants the assignment.
- Contractor: The BusinessAnt Consultancy, hereinafter referred to as "Contractor."
- Assignment or Agreement: the service agreement under which the Contractor agrees to perform activities for the Client.

## 1. Applicability

These general terms and conditions apply to all Assignments and Agreements between Contractor and Client, unless explicitly deviated from in the assignment confirmation.

Deviations from these general terms and conditions are only valid if agreed upon in writing between Client and Contractor. The Client's general terms and conditions are expressly rejected, unless explicitly accepted in writing by the Contractor.

In case of discrepancies between the Dutch version and this English version of the general terms and conditions, the Dutch version shall prevail.

## 2. Formation of Agreements

- 2.1 Agreements between Client and Contractor are formed when the Client accepts an offer made by the Contractor, either in writing or otherwise.
- 2.2 However, the Client cannot derive any rights from an agreement with the Contractor until a written agreement has been signed.
- 2.3 Unless otherwise stated in the offer, offers from the Contractor are valid for 14 days from the date stated.

## 3. Execution of the Agreement

- 3.1 Assignment refers to the work to be performed or services to be provided by the Contractor on behalf of the Client, based on the agreement.
- 3.2 All work performed by the Contractor will be carried out to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The work constitutes a best-efforts obligation ("inspanningsverplichting") on the part of the Contractor, unless expressly agreed otherwise.
- 3.3 The Client shall provide the Contractor with all necessary information and documents required for the execution of the assignment, either at the request of the Contractor or on its own initiative.
- 3.4 The Client guarantees the accuracy, completeness, and reliability of all information and documents provided, whether these originate from the Client or third parties. The Contractor accepts no liability for inaccuracies, incompleteness, or unreliability of such information.
- 3.5 The Contractor determines how the Assignment will be carried out, independently, while considering the Client's expressed wishes as much as possible.
- 3.6 The Contractor may perform and charge for additional work beyond the agreed Assignment if the Client has given prior approval. However, if the Contractor is required to perform additional work due to a legal duty of care, it may charge the Client for this work even if no prior approval was given.
- 3.7 If the Client wishes to involve third parties in the performance of the Assignment, it shall do so only after reaching agreement with the

Contractor, as such involvement may significantly impact the Contractor's ability to perform the Assignment properly. This clause also applies vice versa to the Contractor.

- 3.8 The Client shall bear the costs of these third parties. Where possible, the Contractor will ensure that invoices from such third parties are sent directly to the Client.
- 3.9 The Contractor is not liable for any shortcomings of third parties.
- 3.10 The Contractor will carry out the assignment as carefully and independently as possible, insofar as reasonably possible and in accordance with the provisions of this article.
- 3.11 The Client must inform the Contractor immediately of any facts or circumstances that may be relevant to the execution of the Agreement.
- 3.12 The Client must ensure the Contractor has access to facilities deemed necessary or useful by the Contractor to perform the Agreement properly and in accordance with legal requirements. This may include access to workspaces, computers, telephone, and internet.

## 4. Performance Deadlines

- 4.1 Agreed deadlines for the provision of services, delivery of goods or installation thereof shall never be considered final. The Contractor shall not be in default solely due to failure to meet such deadlines. The Contractor shall only be in default after the Client has provided formal notice of default via registered mail, allowing at least 14 days to remedy the default.

## 5. Fees

- 5.1 The Contractor will charge the Client a fee based on hourly rates or a fixed fee, as agreed in writing.
- 5.2 The Contractor is entitled to adjust its rates after prior written notice to the Client. In addition to the agreed fee, costs of third parties incurred for the performance of the Assignment will be reimbursed.
- 5.3 Unless otherwise agreed, all rates are exclusive of VAT and other costs (such as travel, catering, venue rental, etc.).
- 5.4 The Contractor may adjust the frequency and time frame over which work is invoiced. The Contractor is also entitled to request an advance payment, which serves as a deposit and will be offset against final invoices. If warranted by the scope of the work, an additional advance may be charged.
- 5.5 Hours or days lost due to circumstances within the Client's organization or otherwise attributable to the Client will be billed as if work had been performed.
- 5.6 The standard rate applies to work performed within the Netherlands between 08:00 and 18:00. Work outside these hours or outside the Netherlands is subject to a pre-agreed surcharge.
- 5.7 If the Contractor must perform more or different work due to late, incomplete, or incorrect input from the Client, these additional tasks will be charged separately at the agreed or standard rates.

## 6. Payments

- 6.1 Client shall pay all invoices within 14 days of the invoice date.
- 6.2 Client may not offset any amounts owed to the Contractor with claims it believes it has against the Contractor. Suspension of payment by the Client is also excluded.
- 6.3 If payment is late, the Client owes contractual interest of 1% per month (or part thereof) on the overdue amount, with a minimum of EUR 250.

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- 6.4 If the Client remains in default despite reminders, and the Contractor must hand over the claim for collection, the Client shall owe extrajudicial collection costs of at least 15% of the outstanding amount.
- 6.5 Any payments received after default will be applied first to collection costs, then to interest, and finally to principal.
- 6.6 If the Client is in default for more than one month, the Contractor is entitled to suspend all services until full payment is made.

## 7 Retention of Title

- 7.1 The Contractor retains ownership of all goods delivered under the Agreement until the Client has fulfilled all financial obligations to the Contractor. This retention of title does not cover intellectual property rights unless otherwise agreed. Intellectual property remains the property of the Contractor unless stated otherwise in writing.
- 7.2 If the Contractor transfers any copyrights or other IP rights to the Client under an Agreement, such rights remain with the Contractor until all obligations under the Agreement (and any related agreements) are fulfilled.

## 8 Intellectual Property and Other Rights

- 8.1 All intellectual property rights (including but not limited to copyrights, trademark rights, design rights, and portrait rights) on the final product and/or partial products are owned by the Contractor. If such rights require registration, only the Contractor is authorized to register.
- 8.2 Unless otherwise agreed, it is not part of the Assignment to conduct research on existing third-party intellectual property rights or the protectability of materials. Such research may be commissioned separately and billed accordingly.
- 8.3 Unless impractical, the Contractor has the right to be credited by name on or near the work. The Client may not publish or reproduce the work without such credit unless otherwise agreed in writing.
- 8.4 Unless agreed otherwise, all intellectual property created under the Assignment remains the property of the Contractor. The Client only receives a non-exclusive, non-transferable right of use for internal purposes, subject to full payment. The Client may not alter, sublicense, or otherwise exploit the work without prior written consent.
- 8.5 Upon request, the Client shall grant the Contractor a lien on all items brought into the Client's possession under the Agreement, as security for any outstanding amounts owed to the Contractor.

## 9 Confidentiality

- 9.1 Both parties shall keep all confidential information received from each other or other sources under the Agreement strictly confidential. Confidentiality applies during and after the Agreement.
- 9.2 Information is considered confidential if it is marked as such or if its nature reasonably implies confidentiality.
- 9.3 Confidential information may only be used for its intended purpose, except where disclosure is legally required in disciplinary, civil, or criminal proceedings involving the Contractor.
- 9.4 Upon termination of the Assignment, each party shall promptly return all materials, documents, files, and equipment to their rightful owner.

- 9.5 The Contractor may reference the work performed in general terms for experience or portfolio purposes, without disclosing confidential details.
- 9.6 Both parties shall impose these confidentiality obligations on any third parties engaged.

## 10 Force Majeure

- 10.1 Without prejudice to Article 6:75 of the Dutch Civil Code, force majeure includes but is not limited to: natural disasters, pandemics, fire, power outages, cyberattacks, war, terrorism, strikes, government measures, and other circumstances beyond the Contractor's control.
- 10.2 Neither party is liable for damages arising from a force majeure event.
- 10.3 If the Contractor foresees a delay due to force majeure, it shall inform the Client promptly in writing.
- 10.4 In the event of force majeure, the Contractor may suspend or dissolve the Agreement without liability for damages.
- 10.5 If the Contractor has partially fulfilled its obligations at the time force majeure occurs, it may invoice the completed portion separately. The Client is obliged to pay as if it were a separate Agreement.

## 11 Termination and Cancellation

- 11.1 Termination is possible:
- with immediate effect if either party is declared bankrupt, granted suspension of payment, or has ceased business operations. In such cases, the Contractor shall never be liable for any compensation.
  - with immediate effect if one party materially breaches its obligations and fails to remedy the breach within 14 days of written notice.
  - by cancellation from either party.
- 11.2 Upon termination, all amounts owed to the Contractor become immediately due. The Client is liable for any resulting damages, including loss of expected income for the remaining term.
- 11.3 If the Client unilaterally terminates or suspends the Agreement for reasons not attributable to the Contractor, it shall owe compensation for lost income and may also be liable for actual damages incurred.

## 12 Governing Law

- 12.1 All Agreements between Client and Contractor are governed by Dutch law.
- 12.2 Disputes will first be submitted to an independent mediator appointed jointly by both parties.
- 12.3 If mediation fails within 45 days, disputes shall be submitted exclusively to the competent court in Rotterdam.

## 13 Liability

- 13.1 The Contractor shall perform the Assignment to the best of its ability and with the due care that may be expected. If a mistake occurs due to incomplete or incorrect information from the Client, the Contractor is not liable for resulting damages.
- 13.2 If the Client demonstrates damage resulting from a gross error by the Contractor that could have been avoided with due care, liability is limited to 25% of the fee received for the Assignment. For

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engagements longer than six months, this limit applies to the fees paid in the last six months.

## **14 Privacy and Data Processing**

- 14.1 The Contractor processes personal and/or confidential data of the Client in accordance with applicable laws, including the GDPR.
- 14.2 The Client agrees that the Contractor may process data necessary for the performance of the Agreement.
- 14.3 The Contractor shall implement appropriate technical and organizational measures to protect such data.
- 14.4 If the Contractor processes personal data on behalf of the Client, a data processing agreement will be executed in accordance with Article 28 of the GDPR.

## **15 Final Provision**

- 15.1 If any provision of these general terms is found to be void or unenforceable, the remaining provisions shall remain in full force. The parties shall replace the invalid provision with one that closely reflects the original intent.
- 15.2 In the event of a conflict between these general terms and a specific written Agreement or quotation, the specific written provisions shall prevail.

# Business Consultancy

