



Terms and Conditions 2021

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1. Definitions and Generalities

1.1 In these general terms and conditions, Loendersloot Groep B.V. is referred to as the “service provider”. The other party that makes use of the services of Loendersloot Groep B.V. is referred to as the “customer”. Services which are subject or partly subject to any agreement with Loendersloot Groep B.V. are referred to as “Services”.

1.2 These terms and conditions apply to every offer, quotation and agreement between service provider and the customer, to which the customer has declared that these terms and conditions are applicable, to the extent that these terms and conditions are not explicitly stated in writing as being deviated from by both parties.

1.3 If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the interpretation should take place "in the spirit" of the provisions as provided.

1.4 If a situation arises between the parties that is not described in these general terms and conditions, then this situation should be judged in the spirit of these general terms and conditions.

1.5 The customer is obliged to use the services with care in accordance with their normal usage. The customer is obliged to carefully carry out all instructions from the service provider.

2. Liability

2.1 The service provider is not liable for material damage and physical damage that the customer and / or his staff/subordinates suffer for any reason, including any shortcomings, negligence, faults or serious faults on the part of her or her personnel / subordinates or suppliers. In addition, the service provider excludes all liability for any damage resulting from misuse of the services for the customer and/or his staff/subordinates and/or third parties.

2.2 The service provider is in no way liable, whether contractual or non-contractual, for indirect damage, loss of profits or income, consequential loss, production losses, loss of savings, loss of clientele, loss of contracts, loss of time, loss of goodwill, loss of reputation or for any claim that would become submitted by a third party against the customer, without intending to be exhaustive.

2.3 In so far as any liability would nevertheless be accepted, the liability of the service provider is limited to the most recent annual sum of the services as paid by the customer.

3. Conclusion of the agreement

3.1 Dutch law provides (BW 6: 217) that an agreement is concluded by offer and acceptance between two or more parties.

3.2 An agreement is concluded by a written confirmation by the service provider or through performance of the agreement by the service provider.

3.3 The service provider will provide the service at the place agreed and, unless further specified for the particular agreement, at the place where the services are provided, subject to the services as provided, or at the premises of the service provider.

3.4 The service provider will provide the services within the usual working days and hours of the service provider.

4. Payment terms

4.1 Payment must always be made within 14 days after the invoice date, through the payment method and via the currency as stated by the service provider on its invoice, unless indicated otherwise in writing by the service provider.

4.2 Unless otherwise agreed, our prices are exclusive:

- 21% VAT

- Travel and accommodation costs

4.3 If the customer doesn't pay the invoice or pays it late and the service provider has already delivered, then the service provider is entitled to: 1% interest per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the moment the customer is in default until the moment of payment of the full amount due.

5. Contract take over

5.1 The customer is not allowed to transfer an employee/consultant of the service provider to third parties, unless the service provider agrees to this in writing.

5.2 An employee of the service provider can only be taken over after 1,700 hours of regular work and with an acquisition fee of €8,250.

6. Delivery

6.1 The service is considered delivered from the moment it's predetermined requirements regarding the delivery are met.

7. Retention of ownership

7.1 Until full payment of all sums due under the agreement, the service provider will remain the owner of all services, accessories, loose pieces or spare parts that were used in connection with or for the exercise of the service concerned.

7.2 The service provider will also have a right of retention with the same conditions for all services and materials he provides in connection with the exercise of the concerned service performances under him. The goods delivered under the agreement will remain property of the service provider until the customer has properly fulfilled all obligations as part of the agreement with the service provider.

7.3 All developed or prepared reports, advice, designs, ideas, methodologies and software, as provided by the service provider, are copyrighted.

7.4 All reports and advice, as provided by the service provider, may be disclosed or reproduced by the customer for the purpose of legal administrative proceedings stating the author, but under the condition that the customer has fulfilled its financial obligations towards the service provider.

7.5 The customer has the right to reproduce content provided by the service provider for use in its own organisation, after written permission by the service provider, the service provider is entitled to refuse.

8. Warranty

8.1 The warranty of the service provider applies to all indisputably hidden defects that appear during normal operation and correct use of the equipment.

8.2 Excluded from the warranty of the service provider are the defects caused by circumstances beyond one's control, lack of maintenance, poor assembly or installation by the customer or by third parties, modifications and repairs carried out by the customer or a third party or defects which are the result of normal wear and tear and more generally if such a circumstance occurs.

8.3 The service provider will put services back into effect, by repair or replacement, at its expense, if this defect occurs within six months from the date of receipt of the works, with materials or parts as supplied by him (except in the case of exceptions and limitations as defined in the the general conditions or in case of circumstances beyond one's control). The customer must notify the service provider of any possible defect in writing and without delay.

9. Further remarks

9.1 Any provision that is or could become in conflict with Dutch legislation and regulations will be amended accordingly. A invalidity of a provision cannot lead to adjustment of other provisions.

9.2 All disputes which cannot be solved by mutual agreement will be submitted to a Dutch Court.

9.3 All parties are obliged to maintain the confidentiality of all trusted information, in particular personal data.

9.4 The customer is authorised to makes changes to these Terms and Conditions. The customer will send these changes in writing in a timely manner. If no time of changes has been set, the changes will take effect as soon as these are communicated.