

GENERAL TERMS AND CONDITIONS

Van Eeden Duurzaamheidsadvies B.V.

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Table of Contents

Article 1 – Definitions	1
Article 2 – Applicability of Terms and Conditions	2
Article 3 – Payment	2
Article 4 – Offers and Quotations	3
Article 5 – Prices	3
Article 6 – Price Indexation	3
Article 7 – Information from the client	3
Article 8 – Cancellation of the Assignment	4
Article 9 – Early Termination and Dissolution by the Service Provider	4
Article 10 – Execution of the Agreement	4
Article 11 – Duration of the Assignment	4
Article 12 – Modifying the Agreement	5
Article 13 – Force Majeure	5
Article 14 – Set-off	5
Article 15 – Suspension	5
Article 16 – Transfer of Rights	5
Article 17 – Limitation of Claims	6
Article 18 – No Guarantee	6
Article 19 – Insurance	6
Article 20 – Liability for Damage	6
Article 21 – Client Liability	6
Article 22 – Indemnification	6
Article 23 – Complaint Obligation	6
Article 24 – Retention of Title, Suspension, and Right of Retention	7
Article 25 – Intellectual Property	7
Article 26 – Confidentiality	7
Article 27 – Penalty for Breach of Confidentiality	7
Article 28 – Recruitment Restriction	8
Article 29 – Amendment of Terms and Conditions	8
Article 30 – Applicable Law and Competent Court	8



Article 1 – Definitions

1. **Van Eeden Duurzaamheidsadvies B.V.** located in Leiden (Kvk: 96038268), hereinafter referred to as **service provider**.
2. The **client** is the contracting party of the service provider.
3. Together, the service provider and the client are referred to as **Parties**.
4. The term **agreement** refers to the service agreement between the Parties.

Article 2 – Applicability of Terms and Conditions

1. These general terms and conditions apply to all quotations, offers, services, and deliveries of services or goods by or on behalf of the service provider.
2. Departures from these terms are only valid if explicitly agreed upon in writing by both Parties.
3. The agreement entails efforts on the part of the service provider, not guaranteed results.

Article 3 – Payment

1. Invoices must be paid within 14 days of the invoice date, unless otherwise agreed in writing or a different payment term is stated on the invoice.
2. Payments must be made by transfer to the account number provided by the service provider, without suspension or set-off.
3. If the client fails to pay within the agreed term, they are in default by operation of law, without any reminder being necessary. From that moment, the service provider may suspend their obligations until full payment is received.
4. If the client remains in default, the service provider may initiate collection proceedings. All related costs, including statutory interest, extrajudicial collection costs, and any other damages, shall be borne by the client. Collection costs will be calculated according to the “Besluit vergoeding voor buitengerechtelijke incassokosten”.
5. In case of liquidation, bankruptcy, seizure, or suspension of payments by the client, the service provider’s claims become immediately due and payable.
6. If the client refuses to cooperate with the execution of the assignment, they are nevertheless obliged to pay the agreed price to the service provider.



Article 4 – Offers and Quotations

1. Offers by the service provider are valid for a maximum of 2 months unless another acceptance period is stated. If the offer is not accepted within that period, it lapses.
2. Delivery times mentioned in quotations are indicative. Delay does not entitle the client to dissolve the agreement or claim damages, unless explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders; such orders must be explicitly agreed in writing.

Article 5 – Prices

1. Prices stated on offers, quotations, and invoices are exclusive of VAT and any government levies, unless otherwise specified.
2. Goods prices are based on cost prices known at the time of the offer. Unforeseeable increases may result in price adjustments.
3. Parties may agree on a fixed price for services at the time the agreement is made.
4. If no fixed price is agreed, the fee will be based on actual hours worked, calculated at the provider's prevailing hourly rate, unless agreed otherwise.

Article 6 – Price Indexation

1. Agreed prices and hourly rates are based on the price level at the time the agreement is made. The service provider is entitled to adjust these rates annually as of 1 January.
2. Adjusted prices and rates will be communicated to the client as soon as possible.

Article 7 – Information from the client

1. The client shall provide all information necessary for the execution of the assignment.
2. Required information must be supplied in full, in time, and in the required format.
3. The client guarantees the accuracy, completeness, and reliability of information provided, including that obtained from third parties, unless otherwise implied by the nature of the assignment.
4. The client indemnifies the service provider against any damage resulting from failure to meet the above obligations.
5. Upon request, the service provider shall return such documents.
6. If the client fails to provide required information properly or on time, resulting in delays, any additional costs and fees will be borne by the client.



Article 8 – Cancellation of the Assignment

1. The client is free to terminate the assignment with 3 weeks notice.
2. If the client cancels, they are obliged to pay for work already done and any incurred expenses.

Article 9 – Early Termination and Dissolution by the Service Provider

1. The service provider may terminate or dissolve the agreement, in whole or in part, with immediate effect and without liability for damages, by written notice to the client, if:
 - a. circumstances arise which, in the service provider's professional judgment, prevent proper, timely, or high-quality performance of the services;
 - b. the client fails to provide required information, cooperation, access, or approvals;
 - c. project conditions materially change, making performance impracticable, disproportionate, or incompatible with professional standards;
 - d. a conflict of interest arises or continuation would compromise professional independence or integrity;
 - e. continuation would, in the service provider's reasonable belief, endanger the quality, accuracy, or lawfulness of the work;
 - f. the client acts contrary to the agreement, these terms, or applicable law;
 - g. the client becomes insolvent, applies for suspension of payments, or otherwise appears unable to meet obligations.
2. In such cases, the client shall pay the service provider for:
 - a. all work performed up to the termination date; and
 - b. any reasonable costs arising from the termination.
 - c. the client shall not be entitled to any form of compensation or damages.
3. Following termination or dissolution, the service provider may immediately suspend or discontinue all work.
4. Provisions intended to survive termination – such as confidentiality, liability limitations, indemnification, and intellectual property – remain fully valid.

Article 10 – Execution of the Agreement

1. The service provider performs the agreement with due care and professionalism.
2. The service provider may engage third parties to perform the assignment.
3. Execution takes place in mutual consultation and after approval and payment of any agreed advance.
4. The client is responsible for enabling the service provider to commence on time.



Article 11 – Duration of the Assignment

1. The agreement is entered into for the period stated in the agreement.
2. Any agreed completion dates are indicative and not fatal; delays only constitute a breach if the client places the provider in default in writing.

Article 12 – Modifying the Agreement

1. If changes or additions become necessary during execution, the Parties will adjust the agreement in consultation and in due time.
2. Such changes may affect the completion date; the service provider will notify the client as soon as possible.
3. If changes have financial or qualitative consequences, the service provider informs the client in writing promptly.
4. If a fixed fee applies, the provider will specify to what extent the change or addition exceeds that fee.

Article 13 – Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, the service provider is not liable for delays due to circumstances beyond their control, such as supplier failures, power outages, computer viruses, strikes, adverse weather, or work interruptions.
2. If such circumstances prevent performance, obligations are suspended, and if the situation continues for 30 calendar days, either party may cancel the agreement in whole or in part.
3. The provider is not liable for any damages and is not required to compensate the client—even if the provider benefits from the situation.

Article 14 – Set-off

The client waives any right to offset debts to the service provider with their own claims.

Article 15 – Suspension

The client waives any right to suspend their contractual obligations under this agreement.

Article 16 – Transfer of Rights

No rights under this agreement may be transferred without prior written consent from the other Party. This provision has effect under property law as per Article 3:83 (2) of the Dutch Civil Code.



Article 17 – Limitation of Claims

Any right to claim damages against the service provider expires 12 months after the incident giving rise to liability.

Article 18 – No Guarantee

The agreement is based on best efforts (an obligation of means), not on guaranteed results.

Article 19 – Insurance

1. The client shall adequately insure and maintain insurance on items necessary for the assignment, including items belonging to the service provider or delivered under retention of title, against fire, explosion, water damage, and theft.
2. The client shall present the insurance policy on first request.

Article 20 – Liability for Damage

1. Liability of either Party is limited as stated herein.
2. The service provider is not liable for damage arising from the assignment unless caused intentionally or through gross negligence.
3. If the provider has professional liability insurance, liability is limited to the amount paid under the policy plus any excess not covered by the insurer.
4. Claims must be made in writing within 30 days of discovering the shortcoming; otherwise, liability expires, and in all cases in full after 12 months.
5. The provider is not liable if the client fails to meet their obligations under this Article.
6. Damage refers only to direct property and financial loss—not indirect damage such as lost profits, missed savings, or business interruption.

Article 21 – Client Liability

1. If more than one person acts as client, each is jointly and severally liable for amounts owed.
2. If a natural person acts on behalf of a legal entity and is a decision-maker, they may be personally liable for payment in case of non-payment.

Article 22 – Indemnification

The client indemnifies the service provider against all third-party claims related to the services or goods provided.



Article 23 – Complaint Obligation

1. The client must report complaints in writing immediately, with as much detail as possible, to allow the provider to respond adequately.
2. A complaint does not obligate the provider to perform work beyond the agreed scope.

Article 24 – Retention of Title, Suspension, and Right of Retention

1. Delivered items remain the provider's property until full payment. The provider may reclaim them under retention of title.
2. If advance payments are not made timely, the provider may suspend work until payment is received. Delays cannot be attributed to the provider.
3. The provider may not pledge or encumber items under retention of title.
4. If payment is not made, delivery is withheld until payment is complete.
5. In case of the client's liquidation, insolvency, or suspension of payment, all obligations become immediately due.

Article 25 – Intellectual Property

1. Unless agreed otherwise in writing, the service provider retains all intellectual property rights – including copyright, patent, trademark, design, models, and data carriers – on all materials.
2. These may not be copied, shown to third parties, or used in any way without written permission.
3. The client shall treat all confidential information as such and impose the same obligation on its staff and third parties.

Article 26 – Confidentiality

1. Each Party shall keep confidential all sensitive business information received from the other Party and ensure its staff does likewise.
2. This obligation does not apply to information that:
 - a. was or becomes public without breach
 - b. was already in possession lawfully;
 - c. is received legitimately from a third party;
 - d. must be disclosed by law.
3. The confidentiality obligation remains in force for the duration of the agreement and two years after termination.

Article 27 – Penalty for Breach of Confidentiality

1. In case of breach of confidentiality by the client, a fine of € 10 000 per infringement and



€500 per day of continued breach is immediately due, without prior notice or court proceedings.

2. This penalty is without prejudice to the service provider's other rights, including seeking damages.

Article 28 – Recruitment Restriction

The client shall not employ or otherwise engage any employees of the service provider (or associated third parties) involved in the assignment during the term of the agreement and for one year thereafter, unless otherwise agreed in writing.

Article 29 – Amendment of Terms and Conditions

1. Van Eeden Duurzaamheidsadvies may amend or supplement these terms from time to time. We aim to inform clients of any significant updates in a timely manner.
2. Minor changes may be implemented at any time.
3. Major changes will be discussed with the client in advance whenever possible.

Article 30 – Applicable Law and Competent Court

1. Dutch law exclusively applies to all agreements between the parties.
2. The competent court is the Dutch court in the district where Van Eeden Duurzaamheidsadvies is located, unless mandatory law dictates otherwise.