

Den Hartog Consulting Terms and Conditions

Terms and Conditions from Den Hartog Consulting. Registered at Chamber of Commerce Alkmaar, the Netherlands under number 37114688.

The dutch version is the legal base for any agreement entered into by Den Hartog Consulting.

1. Applicability

These General Terms and Conditions are applicable on services delivered by Den Hartog Consulting. These services include rendering of management consultancy services.

The stipulations in these General Terms and Conditions are also made for the benefit of the directors and employees of Den Hartog Consulting.

2. Assignment/Commision

The legal relationship between the client and Den Hartog Consulting is an agreement of assignment.

All assignments, in disregard of Dutch legislation article 7:404 "Burgerlijk Wetboek" and article 7:407 lid 2 "Burgerlijk Wetboek", will be exclusively accepted and executed by Den Hartog Consulting.

The execution of assignments will be done solely done for the benefit of the client. Third parties cannot derive any rights from delivered services.

3. Employment of third party

In connection with the execution of the assignment Den Hartog Consulting is authorized to employ third parties. Den Hartog Consulting will exercise the appropriate carefulness at employing third parties and whenever possible consult with the client on the selection of third parties.

Den Hartog Consulting is not responsible for any shortcomings of third parties.

4. Supply of information by the client

The Cliënt will provide Den Hartog Consulting with the appropriate data and documents which, to the opinion of Den Hartog Consulting are necessary to execute the assignment.

Costs coming from delay in the execution of the assignment due to incomplete or late supply of data and documents will be charged to the client.

Cliënt warrants the accuracy, completeness and reliability of the provided data and documents.

Whenever required Den Hartog Consulting will return the provided data and documents to the client upon finalisation of the assignment.

5. Liability

The liability of Den Hartog Consulting is limited to the amount of the consultancy fee of the assignment over the last calendar year.

Den Hartog Consulting has taken insurance on her liability for all her activities and employees.

A copy of the insurance policy is available at the offices of Den Hartog Consulting.

6. Fee

As compensation for execution of the assignment the client will pay Den Hartog Consulting the agreed fee, increased by retainers, office costs and value added tax unless agreed differently.

Den Hartog Consulting is authorised to require a advance payment before the start of the assignment or continuation of the assignment. A received advance payment will be deducted from the last invoice of the assignment unless agreed differently.

Executed activities and/or out-of-pocket expenses made by Den Hartog Consulting can be charged to the client before the full assignment has been finalised. Payment of advance invoices will be done immediately after receipt of the invoice. Payment of all other invoices will be done within 14 days after the invoice date.

When payments are overdue the client is in default and will be charged with an interest 1% per month on the outstanding amount. In case of non-payment of the required advance or any invoice Den Hartog Consulting is, without prior notice, authorised to cease, cancel or suspend the activities. When client is in default all amounts owed are demandable in full also when payments are not yet due. All costs related to collection are charged to the client. These amounts will be at least 15 % of the outstanding amount with a minimum of € 175,--.

7. Destruction of files

Den Hartog Consulting is authorised to destroy assignment related files and related documents after a period of ten years after concluding the assignment.

8. Confidentiality

Den Hartog Consulting and client are bound to confidentiality of all confidential information that has been exchanged related to the assignment. Information is deemed confidential when either of the parties has declared so.

If, based on legislation or judicial decision, Den Hartog Consulting is obliged to release confidential information to third parties appointed by a judge than Den Hartog Consulting will not be liable to pay any compensation to other parties.

9. Applicable legislation, legally entitled judge

All agreements between Den Hartog Consulting and client are subject to Dutch Law. Any dispute will be submitted to the legally entitled judge in the court of Haarlem, the Netherlands.