

General Terms and Conditions

Business-Developer
Tilligterbeek 56
8033 BR Zwolle
Phone: +31 614149522
Chamber of Commerce nr: 08201456
VAT-ID: NL001418171B85

Article 1 – General

1. These general terms and conditions apply to every offer, quotation and agreement between Business-Developer, hereafter referred to as “Contractor”, and a Principal to whom Contractor declares these terms applicable, unless Parties have expressly agreed otherwise in writing.
 2. These terms also apply to agreements with Contractor, for the execution of which Contractor engages third parties.
 3. These terms are also written for employees of Contractor and its management.
 4. The applicability of purchase conditions or other terms of the Principal is expressly rejected.
 5. If one or more provisions of these terms are at any time wholly or partially nullified or annulled, the remaining provisions shall remain fully applicable. Contractor and Principal will then agree on replacement provisions that reflect the purpose and intent of the original.
 6. If the interpretation of a provision is unclear, the provision shall be interpreted in the spirit of these terms.
 7. Situations not covered by these terms will be assessed in the spirit of these terms.
 8. If Contractor does not always require strict compliance, this does not mean that the provisions are not applicable, nor that Contractor loses the right to demand strict compliance in other cases.
-

Article 2 – Quotes and Offers

1. Quotes and offers of Contractor are without obligation, unless an acceptance period is stated. If no period is stated, no rights can be derived from the quote if the product or service is no longer available.

2. Contractor is not bound by quotes or offers if the Principal can reasonably understand that they contain an obvious mistake or clerical error.
 3. The prices stated in the Quote are exclusive of VAT and other governmental duties. Costs related to travel, accommodation, delivery, and administration are not included in the price, unless otherwise stated in the Quote or the Letter of Engagement. Such additional costs will only be charged if pre-approved in writing by the Principal.
 4. If the acceptance deviates (whether or not on minor points) from the offer, Contractor is not bound to it. The agreement is then not concluded in accordance with the deviating acceptance, unless Contractor expressly agrees in writing.
 5. A combined quotation does not oblige Contractor to execute part of the assignment for a corresponding part of the price. Discounts do not automatically apply to future assignments.
-

Article 3 – Contract Period, Execution, Risk, and Changes

1. The duration and scope of the Agreement are specified in the Letter of Engagement. Unless otherwise agreed in writing, the Agreement ends automatically when both Parties have fulfilled their obligations.
2. If an end date or delivery date is specified, this date is indicative and not a strict deadline, unless expressly agreed otherwise in writing. If Contractor fails to meet such date, Principal must provide a written notice of default and grant a reasonable period for performance.
3. Contractor shall perform the services with due care, to the best of its knowledge and ability, in accordance with standards of good workmanship and based on the state of practice at the time. Contractor undertakes a best-efforts obligation, not an obligation of result, unless expressly agreed otherwise.
4. The application of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded. Contractor will personally perform the agreed services unless Principal has provided prior written approval for the engagement of third parties for specific tasks. Contractor remains responsible for proper performance. No third party engaged by Contractor shall have contact with the Principal's end clients without the Principal's prior written approval.
5. If services are performed at the location of the Principal or a location designated by the Principal, the Principal shall provide the necessary facilities free of charge.

6. Contractor may perform the Agreement in phases and issue separate invoices per phase. Contractor may suspend a subsequent phase until Principal has approved the preceding phase in writing.
7. Principal shall provide all information and cooperation reasonably required for the execution of the Agreement. If this is not provided in time, Contractor may suspend performance and/or charge additional costs at applicable rates. Contractor is not liable for damages resulting from incorrect or incomplete information.
8. If during execution it appears that changes are required for proper performance, Parties shall consult and amend the Agreement in writing. Changes may affect price and/or timeline. Contractor will inform Principal in advance where reasonably possible.
9. If the Agreement also relates to the sale and delivery of goods:
 - a. Delivery is ex works (EXW) at Contractor's premises, unless agreed otherwise in writing.
 - b. The risk of loss, damage, or depreciation passes to the Principal when the goods are made available for collection or shipment.
 - c. Principal must accept the goods at that time. If Principal refuses or fails to provide delivery instructions, Contractor may store the goods at the Principal's expense and risk.
10. Changes to the Agreement may affect price and/or timeframe. Contractor will notify Principal in writing and provide an updated quotation where reasonably possible.
11. Supplementary work or changes will only be carried out after written approval by Principal of the related price, timeframe, and conditions. Until then, Contractor may suspend performance.
12. Contractor may refuse a requested change if it would adversely affect the quality or feasibility of the services or deliveries.
13. If Principal fails to meet its obligations in a timely and reliable manner, it is liable for all resulting damages suffered by Contractor.
14. Even if a fixed fee or price is agreed, Contractor may increase this if due to:
 - a. new or amended legislation, regulations, or government measures; or
 - b. increases in costs of raw materials, wages, or other cost factors beyond Contractor's control.
15. If a price increase under 14(b) exceeds 10% and occurs within three months after entering into the Agreement, a Principal entitled to rely on Title 5 Section 3 of Book 6 of the Dutch Civil Code may cancel the Agreement in writing, unless:

- a. Contractor nonetheless agrees to perform under the original conditions;
- b. the increase results directly from legislation or government measures; or
- c. delivery is agreed to take place more than three months after entering into the Agreement.

16. Contractor performs the services as an independent entrepreneur, not as an employee of the Principal. Nothing in this Agreement creates an employment relationship, partnership, or agency. Contractor is free to determine how the services are carried out, provided the agreed objectives are pursued.

Article 4 – Suspension and Cancellation by Principal

- 1. If the Principal cancels the Agreement in whole or in part before its agreed end date, all work already performed, together with any commitments reasonably undertaken (including ordered third-party services or materials), shall be charged to the Principal.
 - 2. If the Agreement is suspended or terminated early by Contractor for reasons not attributable to the Principal, Contractor shall, in consultation with the Principal, use reasonable efforts to transfer remaining work to a third party. Any additional costs from such transfer shall be borne by the Principal, unless the termination is solely attributable to the Contractor.
-

Article 5 – Force Majeure

- 1. Parties are not required to fulfil any obligation if prevented from doing so by circumstances not attributable to them under law, legal action, or generally accepted practice.
- 2. Force majeure includes, in addition to its definition in law and case law, all external causes, foreseen or unforeseen, beyond the reasonable control of the party concerned. Strikes at the party or third parties are excluded from force majeure.
- 3. The other party may suspend its obligations during force majeure. If this lasts longer than two months, either party may terminate the Agreement without obligation to compensate damages.
- 4. If at the time of force majeure Contractor has partly fulfilled or can partly fulfil its obligations, Contractor may invoice that part separately. Principal must pay such invoice as if it were a separate agreement.

Article 6 – Payment and Collection Costs

1. Payment must be made within 14 days of the invoice date, in the manner designated by Contractor, unless agreed otherwise in writing. Contractor may invoice periodically.
2. If the Principal fails to pay on time, Contractor will send a reminder allowing a reasonable time to pay. If Principal still fails, it is in default by operation of law and owes interest of 1% per month, unless the statutory rate is higher. Interest is calculated from the due date until payment in full.
3. Contractor may apply payments first to costs, then to interest, then to principal sums. Contractor may refuse a payment if Principal designates a different allocation.
4. Principal may not set off claims against amounts payable to Contractor. Objections to invoices do not suspend the payment obligation.
5. If Principal defaults, all reasonable extrajudicial collection costs are for its account, calculated in accordance with Rapport Voorwerk II, or higher if actually incurred. Judicial and enforcement costs are also for Principal.

Article 7 – Compensation and Commission

1. Contractor's compensation consists solely of the fees and rates agreed in the Letter of Engagement. Unless expressly agreed otherwise in writing, Contractor is not entitled to any commission, success fee, or other compensation based on agreements between Principal and its clients.
2. Offers and contracts with end clients are entered into directly between Principal and such clients. Contractor is not a party to these agreements and does not act as an intermediary or reseller.

Article 8 – Retention of Title (only applicable to goods)

1. This Article applies only if and insofar as the Contractor delivers goods to the Principal.
2. All goods delivered remain the property of Contractor until Principal has fully paid all amounts due.

3. Goods subject to retention of title may not be resold, pledged, processed, or encumbered.
 4. Principal must safeguard Contractor's ownership rights, insure the goods, and inform Contractor of third-party claims. Insurance payments belong to Contractor.
 5. If Contractor wishes to exercise its rights, Principal grants unconditional permission to access locations where the goods are stored to repossess them.
-

Article 9 – Guarantees and Complaints (only applicable to goods)

1. This Article applies only if and insofar as the Contractor delivers goods to the Principal.
2. Goods delivered by the Contractor shall meet the usual requirements and standards that can reasonably be expected at the time of delivery and for normal use within the Netherlands. If goods are intended for use outside the Netherlands, the Principal is responsible for verifying suitability for local conditions.
3. Unless otherwise agreed in writing, the guarantee period is three (3) months. If the goods were manufactured by a third party, the guarantee is limited to the guarantee provided by that manufacturer, unless expressly stated otherwise by the Contractor.
4. Any guarantee shall lapse if defects result from improper or inappropriate use, storage, or maintenance by the Principal or third parties, or if the Principal or third parties without the Contractor's consent made or attempted modifications.
5. The Principal must inspect the goods immediately upon delivery. Any visible defects must be reported in writing to the Contractor within seven (7) days of delivery. Non-visible defects must be reported in writing within fourteen (14) days of discovery. The report shall contain a detailed description of the defect so that the Contractor can respond adequately.
6. Even in case of complaints, the Principal remains obliged to timely pay the invoice for the goods.
7. If the complaint is valid and timely, the Contractor shall, at its discretion, repair, replace, or refund the defective goods within a reasonable period. In case of replacement, the Principal shall return the defective goods to the Contractor unless otherwise agreed.

8. If it appears that a complaint is unfounded, all resulting costs, including research costs, shall be borne by the Principal.
 9. After expiry of the guarantee period, all costs of repair, replacement, shipping, administration, and travel shall be borne by the Principal.
 10. Without prejudice to the statutory limitation periods, the limitation period for all claims by the Principal relating to delivered goods is one (1) year from delivery.
-

Article 10 – Liability

1. If Contractor is liable, such liability shall at all times be limited to the provisions of this Article.
2. Contractor is not liable for damages of any kind that result from incorrect and/or incomplete data or information provided by the Principal.
3. If Contractor is liable for damages, the liability shall be limited to a maximum of the fees paid by Principal to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the liability, with an absolute maximum equal to the amount paid out in the relevant case under Contractor's liability insurance.
4. Contractor is only liable for direct damages. Direct damages are exclusively understood to mean:
 - the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of this Agreement;
 - the reasonable costs incurred to have the Contractor's performance conform to the Agreement, insofar as these can be attributed to the Contractor;
 - and the reasonable costs incurred to prevent or limit damage, insofar as the Principal demonstrates that these costs resulted in limitation of direct damages as referred to in this Article.
5. Contractor is never liable for indirect damages, including consequential damages, loss of profits, lost savings, damage due to business interruption, loss of goodwill, reputational damage, or claims from third parties.
6. The limitations of liability set forth in this Article do not apply if the damage is the result of intent or gross negligence on the part of Contractor or its executive subordinates.

Article 11 – Indemnification

1. Principal indemnifies Contractor against possible claims from third parties who suffer damage by implementation of the Agreement or in connection with delivered goods for which the cause is not attributable to Contractor. If Contractor is addressed directly by a third party, Principal is obliged to assist both outside and in court and to do immediately what is required. Should Principal fail to take adequate measures, Contractor is entitled, without notice, to take such measures itself. All costs and damages thereby incurred shall be borne by the Principal.
-

Article 12 – Intellectual Property

1. Contractor retains all rights and powers of intellectual and industrial property for all that has been created and/or made available pursuant to the Agreement, including but not limited to methods developed by Contractor such as “Guerilla Research” and “Guerilla Sales”.
 2. Principal shall obtain only the user rights and authority expressly granted to it under these terms or otherwise in writing.
 3. Contractor may use knowledge gained through execution of the Agreement for other purposes, provided that no strictly confidential information of the Principal is disclosed to third parties.
-

Article 13 – Confidentiality

1. Contractor is bound by confidentiality with respect to information marked as confidential, or which should reasonably be understood to be confidential, that was obtained in the course of performing the Agreement. Such information shall not be disclosed without the written consent of the Principal, except to employees, agents, or subcontractors involved in performance of the Agreement.
2. The duty of confidentiality applies both during and after termination of the Agreement.
3. This obligation does not apply to information that:
 - has become public knowledge without breach of this Agreement;
 - was already lawfully in the possession of Contractor;

- was received lawfully from a third party; or
 - must be disclosed under judicial process or law, provided that Contractor makes reasonable efforts to inform the Principal beforehand.
-

Article 14 – Applicable Law and Disputes

1. All legal relationships to which Contractor is a party are governed exclusively by Dutch law, even if an agreement is executed wholly or partly abroad, or if the other party is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
 2. The court in the district where Contractor has its registered office has exclusive jurisdiction, unless mandatory law provides otherwise. Nevertheless, Contractor may submit disputes to the competent court according to law.
 3. Parties will only appeal to the court after making every effort to resolve the dispute amicably.
-

Article 15 – Duration and Termination

1. The duration of this Agreement, including the commencement date and end date, is specified in the Letter of Engagement. Unless otherwise agreed in writing, the Agreement shall end automatically on the specified end date without the need for notice. Renewal requires the written consent of both Parties.
 2. Contractor may terminate the Agreement with immediate effect, without being liable for damages or compensation, if the Principal:
 - a. materially breaches its obligations and fails to remedy such breach within 14 days after written notice;
 - b. applies for suspension of payments, is declared bankrupt, or otherwise loses control of its assets; or
 - c. defaults in fulfilling payment obligations.
 3. Termination of this Agreement, for whatever reason, shall not affect provisions intended to survive termination, including but not limited to Articles 10 (Liability), 12 (Intellectual Property), and 13 (Confidentiality).
-

Article 16 – Limitations of Services

1. The services of Contractor are provided on a best-efforts basis. The success of activities such as market research, lead generation, or business development depends on the willingness of potential partners, competitors, and clients to share information or participate.
 2. Contractor shall not be liable or in default if such external cooperation is not obtained, and shall in such case be relieved of its obligations to deliver information or results that reasonably depend thereon.
-

Article 17 – Location and Changes

1. These conditions can be found on the website at:
<http://www.business-developer.nl/algemenevoorwaarden.pdf> (Dutch)
2. The version applicable is always the one valid at the time of conclusion of the Agreement.
3. The original Dutch text of these terms and conditions is always decisive for their interpretation.