

This is a translation for convenience
The Dutch document “Algemene Voorwaarden Disem Institute” are leading

These terms and conditions apply to the current and future services, offers and quotations from Disem Institute, hereinafter referred to as the user. In these terms and conditions, the user is also understood to mean any subsidiary company and any company affiliated with him that has made an offer or entered into an agreement with the other party (hereinafter: client) or is in any legal relationship and who has made these terms and conditions applicable and clear. The applicability of (purchase) conditions of the client is explicitly rejected.

Article 1: Offer and general provisions

1. All the offers are without obligation unless explicitly stated otherwise in writing.
2. The client guarantees the correctness and completeness of the requirements, specifications, data and other data on which the user bases his offer by or on behalf of the Client.
3. The user can refuse the conclusion of the agreement, if, in his opinion, there are objections to this, or make it dependent on further conditions.
4. The changes concerning the client that may be important for the execution of the agreement must be immediately notified to the user via writing.
5. All the assignments are exclusively accepted and carried out by the user, even if it is the tacit intention that the assignment is carried out by a specific person. The applicability of article 7: 404 and 7: 407 paragraph 2 is explicitly excluded.
6. The user is free to transfer agreements with the client to third parties or engage third parties for implementation.

Article 2: Confidential information / secrecy

1. The parties are obliged to observe secrecy towards each other concerning the information and data they receive from each other unless a legal obligation requires them to disclose the information and/or data. The parties are not permitted, without prior written consent, in any way whatsoever, directly or indirectly, to disclose or make public information and/or data relating to the other party or to make it available to a third party. The information and data will in any case be regarded as confidential if they are designated as such by one of the parties. All the methods, models and techniques employed by the user for the execution of the assignment are, at all times, confidential and, insofar as the client becomes aware of them, may only be used in connection with the execution of the assignment. The aforementioned obligations end, unless otherwise agreed, 5 years after the date of the agreement.
2. The client indemnifies the user against claims by persons whose personal data have been registered or are processed in the context of a personal registration held by the client or for which the client is otherwise responsible under the law unless the client proves that the facts the claim underlies are exclusively attributable to the user.

Article 3: Risk

1. Goods, software or data of the user – if they belong to the user in the context of the performance of the agreement – are at the risk of the client.

Article 4: Intellectual or industrial property rights

1. All the methods, models, advice, reports, documents and other publications provided by the user to the client remain the property of the user unless the user has given the client written to use, multiply and/or publish them independently. All the intellectual property rights to all working methods, models, methods and techniques used by the user to execute the assignment remain exclusively with the user, and the client may only use them when needed to execute the assignment.
2. Unless it takes place in the context of contractually agreed use, the client, its employees and its affiliated third parties are not permitted to use, remove or change any indication of copyrights, brands, trade names or other intellectual property rights from the user's software, reports, data files, equipment or materials.
3. The user indemnifies the client against legal claims of third parties, which are based on the allegation that the software, services, reports, data files, equipment or materials developed by the user infringe an intellectual property right in the Netherlands, on the condition that the client informs the user in writing without delay about the existence and content of the legal claim and leaves the handling of the case, including making any settlements, entirely to the user.
4. To this end, the client will provide the user with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary in the client's name. This obligation to indemnify lapses if and insofar as the infringement in question is related to changes that the client has made to the software, equipment or materials or has had them made by third parties without the user's prior written permission or if an infringement is otherwise culpable or attributable to the client.

Article 5: Duration of the agreement and termination

1. If the agreement has been entered into for a definite period of time or a specific route, it cannot be terminated prematurely.
2. Terminating an agreement for an indefinite period can only be done in writing by registered letter at the end of a calendar year with a notice period of at least two months prior to that.

Article 6: Prices and rates

1. The prices stated by the user are specified in the quotation or order confirmation and are exclusive of VAT, postage, transport, travel, accommodation and other additional costs.
2. During the term of the agreement, based on the developments of the price level in the market, the user has the right to adjust its prices and rates annually on January 1.

Article 7 Payment

1. The client will pay the user's invoices within 14 days of the invoice date. The payment will be made without settlement or suspension for whatever reason.
2. If the client does not pay within the period referred to in paragraph 1 of this article, the default will commence by operation of law, and the client will owe the user the default interest equal to the then-applicable statutory interest rate for each day until the client makes payment.
3. If the client does not pay the invoice within the period referred to in paragraph 1 of this article, the user is entitled to stop all his activities under the agreement until the client fulfils his payment obligation. This does not affect the user's right to compensation for damage and other costs as a result of the principal's default.



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Article 8: Liability

1. If the performance of the agreement leads to the liability of the user, then that liability will be limited to the amount that his insurer pays in that case, and if there is no cover under the liability insurance taken out by the user, to an amount of a maximum. € 1,000.00 (in words: one thousand euros). At his first request, before or after the agreement, the client can inspect the user's liability insurance policy.
2. All the claims of the client for compensation for damage will lapse if the claim is not reported to the user in writing and by registered letter during the contract term or within two months after the end date thereof.
3. The client indemnifies the user against claims from third parties and/or his employees.
4. Without prejudice to the foregoing, the user is not liable for damage of any kind, related to or arising from:
 - persons and/or property damage;
 - consequential damage;
 - damage suffered by the client as a result of inaccuracy in, mutilation of, delay in the telephone and electronic orders given by the client, as a result of unauthorised inspection, modification and/or transmission thereof;
 - as a result of the unavailability of the service, as well as a result of incorrect, not current or incomplete information and/or calculations; the client suffers as a result of malfunctions in (telecommunication) equipment and software of the client;
 - damage caused by the subordinates of the user or third parties engaged by him, including intent and gross negligence.
 - damage related to errors, imperfections and/or defects in designs, drawings, calculations, advice, budgets, research, test or inspection reports, certificates, measurements, performances, instructions for use and/or published media such as books, DVDs, or supervising and/or managing.

Article 9: Assignment

1. The user will conduct the assignments to the best of his ability, but the agreement contains an obligation to use best endeavours so that the user does not provide a guarantee regarding the result of that effort.
2. If, after the conclusion of an agreement, the assignment cannot be fulfilled by the user as a result of circumstances beyond the user's control, circumstances the user could not know at the conclusion of the agreement, the user has the right to claim that the content of the agreement should be amended in such a way that the implementation of the assignment remains or becomes possible.
3. The user will inform the client in writing about the change in execution and any costs. The client has the right to terminate the agreement within eight days after sending that letter from the user.
4. In addition, the user has the right to suspend the fulfilment of his obligations and is not in default if he is temporarily in default as a result of changes in circumstances that could not reasonably have been expected at the time of the conclusion of the agreement and that are beyond his control. The user, in such cases, is prevented from fulfilling his obligations.
5. If the user has partially fulfilled his obligation, he is entitled to a proportional part of the agreed price based on the work already performed and the costs incurred.



Article 10: Approval of documents

1. If the client has not disputed the content of assignments, correspondence or other statements from the user to the client within three days after the user has sent or handed them over to the client, the content of the documents provided will be deemed to have been approved or accepted by the client.

Article 11: Protection of personal data

1. The user complies with the obligations imposed on him as a processor by virtue of the legal regulations regarding personal records and the protection of personal data. The user will take appropriate technical and organisational measures to protect his personal data against loss or any form of unlawful processing.
2. The client guarantees that all statutory regulations concerning the data to be used and/or processed by the user – including, in particular, the regulations laid down by or pursuant to the statutory regulations on personal records and the protection of personal data – are observed and that all prescribed registrations are made. The client will immediately provide the user with all the requested information in writing.
3. The client indemnifies the user against all claims from third parties that may be brought against the user due to a violation by the client of the statutory regulations regarding personal registrations and the protection of personal data.

Article 12: Dispute settlement / applicable law

1. The disputes between the client and the user about the formation or fulfilment of agreements regarding the services and/or goods provided will be, in principle, settled by mediation.
 2. Dutch law applies to the disputes between parties regarding the agreements to which these terms and conditions have been declared applicable. Dutch law also applies to the agreements or assignments the user conducts abroad or are concluded when the user is abroad.
 3. The court in Noord-Holland has the exclusive jurisdiction to hear the disputes between the parties.
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