



## General Terms and Conditions TeamAccelerator v.o.f.

Version 1.0 - March 2024

### **Artikl 1. Definitions**

In these general terms and conditions the following terms are defined as follows:

- TA: TeamAccelerator v.o.f.
- TA professional: the professional who operates under the name of TeamAccelerator.
- The client: The legal entity that provides the assignment.
- The agreement: the agreements between the client and TA.
- User:

### **Artikl 2. Applicability of these conditions**

- 2.1. These conditions apply to every offer and every agreement between TA and the client to which parties have declared these conditions applicable, insofar as these conditions have not been expressly and in writing deviated from by the parties.
- 2.2. The present conditions also apply to all agreements with TA, for the execution of which third parties must be involved.

### **Artikl 3. Offers**

- 3.1. The offers made by TA are without obligation; they are valid for 30 days, unless otherwise indicated. TA is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days.
- 3.2. The prices in the mentioned offers are exclusive of VAT, unless otherwise indicated.
- 3.3. Offers are based on the information available at TA.

### **Artikl 4. Assignments and cancellation**

- 4.1. An offer becomes an assignment as soon as the offer is confirmed.
- 4.2. If an assignment, or part thereof, is withdrawn within two working days before the start of its execution, 100% of the time and costs reserved for the execution will be charged to the client.
- 4.3. If an assignment, or part thereof, is withdrawn within five working days before the start of its execution, 50% of the time and costs reserved for the execution will be charged to the client.
- 4.4. If an assignment, or part thereof, is withdrawn, the preparatory work which has been necessary for the execution of the assignment will be charged to the client.

### **Artikl 5. Execution of a guidance agreement**

- 5.1. TA will execute the agreement to the best of its insight, ability and in accordance with the requirements of good craftsmanship.
- 5.2. If and insofar as a proper execution of the agreement requires this, TA has the right to have certain work carried out by third parties. This will always be done in consultation with the client.
- 5.3. The client ensures that all data, which TA indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement, are provided to TA in time. If the data necessary for the execution of the agreement are not provided to TA in time, TA has the right to suspend the execution of the

agreement and/or to charge the client for the additional costs resulting from the delay according to the usual rates.

- 5.4. TA is not liable for damage, of whatever nature, because TA has assumed incorrect and/or incomplete data provided by the client.

**Article 6. Digital service provision**

- 6.1. When using the digital services of TA, including via the TA platform, the user is pointed out that he makes personal information available to users and administrators of the service. This means that the user shares information with people he may not know. TA takes all reasonable measures to enable the user to share information in a safe and secure manner. We have described exactly how we do this in our Privacy Policy.
- 6.2. The Privacy Policy applies to any use that a user makes of the service and the TA platform. If the user cannot agree to these conditions, he should not use the TA platform. By registering a user account on the TA platform, the user explicitly agrees to the Privacy Policy.
- 6.3. We reserve the right to make changes to the TA platform and the user conditions at any time. User will be bound by the conditions in force at the time it is used and agrees to the new conditions. Not agreeing to the new conditions may mean that you can no longer use the TA platform.
- 6.4. Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any part of the TA platform for commercial purposes, unless you have first obtained our express written permission from TA.
- 6.5. We expressly reserve the right to engage third parties to perform (parts of) an agreement that you enter into with TA, such as but not limited to the storage of data necessary for the functioning of the TA platform. We would like to point out that the general terms and conditions of such a third party apply when we have informed you of the involvement of that party.
- 6.6. TA performs all services to you with all reasonable accuracy that can be expected from us, but we cannot guarantee that you will always be satisfied and fully satisfied with the TA platform.
- 6.7. Any liability of the TA platform, direct, indirect, immaterial or consequential, including but not limited to loss of profit as a result of the use of the TA platform, is excluded to the extent permitted by law, unless such damage is the result of intent or gross negligence on our part.
- 6.8. We will make reasonable efforts to ensure that the TA platform is fully operational and remains. However, due to the nature of the internet, we cannot guarantee that the TA platform will be free from delays, interruptions or errors. We make all reasonable efforts to ensure that information on the TA platform is correct, but we cannot make any representations or warranties, express or implied, with respect to the accuracy or completeness of the mentioned information.
- 6.9. We may choose to electronically monitor certain parts of the TA platform and may disclose any content, data or electronic communication of any kind: (i) to comply with any law, regulation or government request; (ii) if such disclosure is necessary or appropriate for the operation of the TA platform; or (iii) to protect our rights or intellectual property, as well as the rights of our users, customers or suppliers.
- 6.10. The TA platform is provided "as is". We do not guarantee the accuracy or completeness of TA platform or any information on it, nor that it is free from defects or viruses.

- 6.11. We reserve all rights of intellectual and industrial property with regard to the TA platform, including but not limited to copyrights, trademark rights, trade name rights, database rights and know-how rights. We reserve the right to further exploit, improve, test, remove and modify the TA platform. Nothing in these conditions will entail the transfer of any intellectual property of the TA platform to you.
- 6.12. We reserve the right to use the above-mentioned material for marketing, analysis, storage, reproduction and other (commercial) activities, including commercial activities with third parties, as necessary to provide you with the best service and to further improve and promote the TA platform and TA in general.
- 6.13. We respect the personal privacy of all users of the TA platform and will at all times strive for compliance with the General Data Protection Regulation ("GDPR") or any (national) laws or regulations that may apply to the processing of personal data by TA. The personal data we collect via the TA platform are processed carefully and adequately in accordance with our Privacy Policy.

**Article 7. Contract duration, execution period**

- 7.1. The agreement is entered into for the period of time specified in the offer.

**Article 8. Amendment of the agreement**

- 8.1. If it appears necessary during the execution of the agreement to change or supplement the work to be performed for a proper execution, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 8.2. If the parties agree that the agreement will be changed or supplemented, the time of completion of the execution may be affected by this. TA will inform the client of this as soon as possible.
- 8.3. If the change or supplement to the agreement has financial and/or qualitative consequences, TA will inform the client about this in advance.
- 8.4. If a fixed fee has been agreed, TA will indicate to what extent the change or supplement to the agreement results in an overrun of this fee.
- 8.5. Notwithstanding Article 8.3, TA will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to it.

**Article 9. Confidentiality**

- 9.1. Parties are obliged to keep confidential all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- 9.2. TA will not refer externally to the assignment without the client's permission.

**Article 10. Intellectual property**

- 10.1. Without prejudice to the provisions of Article 5 of these conditions, TA reserves the rights and powers that accrue to it under the Copyright Act.
- 10.2. All information provided by TA, such as: exercises, tests, reports, assessments, sketches, drawings, software, etc., are intended solely for use by the client and may not be reproduced, made public, or brought to the attention of third parties by him without prior permission from TA.
- 10.3. TA also reserves the right to use the knowledge gained through the execution of the work for other purposes, provided that no confidential information is brought to the attention of third parties.

**Article 11. Termination**

- 11.1. Both parties can terminate the agreement in writing at any time. For a contract duration of up to one year, the agreed contract duration applies. If the duration of the assignment is longer than one year, the parties must observe a notice period of at least 1 month.

**Article 12. Dissolution of the agreement**

- 12.1. The claims of TA on the client are immediately due and payable in the following cases:
- 12.2. if circumstances have become known to TA after the conclusion of the agreement that give TA good reason to fear that the client will not fulfill his obligations;
- 12.3. if TA has asked the client to provide security for the fulfillment when concluding the agreement and this security is not forthcoming or is insufficient.
- 12.4. In the aforementioned cases, TA is entitled to suspend the further execution of the agreement, or to proceed to dissolve the agreement, without prejudice to the right of the client to claim compensation.

**Article 13. Defects, complaint periods**

- 13.1. Complaints about the work performed must be reported in writing by the client within 8 days of discovery, but no later than within 14 days of completion of the relevant work to TA.
- 13.2. TA will confirm receipt of the complaint within 8 days, stating the contact person. Furthermore, the complaint will be handled as quickly as possible and will be treated confidentially.
- 13.3. If a complaint is justified, TA will still perform the work as agreed; unless this has demonstrably become pointless for the client in the meantime. This latter must be made known by the client in writing.
- 13.4. If the still performing of the agreed service provision is no longer possible or meaningful, TA will only be liable within the limits of Article 17.

**Article 14. Fee**

- 14.1. For offers and agreements in which a fixed fee is offered or agreed, the members 14.3, 14.6 and 14.7 of this article apply.
- 14.2. If no fixed fee is agreed, the members 14.4 up to and including 14.7 of this article apply.
- 14.3. Parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.
- 14.4. If no fixed fee is agreed, the fee will be determined on the basis of actual hours spent. The fee is calculated according to the quoted hourly rates of TA, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed.
- 14.5. Any cost estimates are exclusive of VAT.
- 14.6. The costs due will be charged per month, unless otherwise indicated in the offer.
- 14.7. If TA agrees a fixed fee or hourly rate with the client, TA is nevertheless entitled to increase this fee or rate. TA may pass on price increases, if the contractor can demonstrate that significant price changes have occurred between the time of offer and delivery with regard to, for example, wages and/or comparable market rates.

**Artikl 15. Payment**

- 15.1. Payment must be made within 14 days of the invoice date, in a manner to be indicated by the contractor in the currency in which it is invoiced, unless otherwise agreed.
- 15.2. After the expiry of 14 days after the invoice date, the client is in default; from the moment of default, the client owes an interest of 1% per month on the amount due.
- 15.3. In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of TA and the obligations of the client towards the contractor will be immediately due and payable.
- 15.4. Payments made by the client always serve to settle in the first place all interest and costs due, in the second place of due invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
- 15.5. In the event of repayment of credited amounts by TA, a payment term of a maximum of 14 days will be used.

**Artikl 16. Collection costs**

- 16.1. If the client is in default or in breach of compliance with one or more of his obligations, then all reasonable costs incurred in obtaining satisfaction out of court are for the account of the client. In any case, the client owes:
  - on the first Euro 3,000,- 15%
  - on the additional up to Euro 6,000,- 10%
  - on the additional up to Euro 15,000,- 8%
  - on the additional up to Euro 60,000,- 5%
  - on the additional 3%
- 16.2. If TA demonstrates that it has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

**Artikl 17. Liability**

- 17.1. If TA is liable, then this liability is limited as follows:
- 17.2. The liability of TA is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.
- 17.3. In deviation from what is stated in paragraph 1 of this article, in the case of an assignment with a duration of more than one year, the liability is further limited to the amount due over the last six months.
- 17.4. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of TA - or its subordinates.
- 17.5. TA is never liable for consequential damage.

**Artikl 18. Force majeure**

- 18.1. Force majeure is understood in these general terms and conditions to mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, which TA cannot influence, but which prevent TA from fulfilling its obligations.
- 18.2. TA also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after TA should have fulfilled its obligation.
- 18.3. During force majeure, the obligations of TA are suspended. If the period in which fulfillment of the obligations by TA is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being an obligation to pay compensation in that case.

- 18.4. If TA has already partially fulfilled its obligations at the time of the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to invoice the part already executed or executable separately and the client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already executed or executable has no independent value.

**Artikel 19. Processing of data**

- 19.1. TA, responsible within the meaning of the Wbp, is responsible for and entitled to process the personal data, which are collected in the context of the service provision referred to in these general terms and conditions, or to have it processed under its direct authority and ensures that any processors comply with the applicable laws and regulations.
- 19.2. TA only provides data to executing professionals, if a confidentiality agreement has been signed with them and only in the context of executing an assignment. The foregoing does not alter the fact that data, in exceptional cases, could be traceable to an individual person by consulting public registers and Social Media.
- 19.3. The processing purposes mentioned by TA in this article have been reported to the Dutch Data Protection Authority. The notification can be consulted at the Dutch Data Protection Authority.

**Artikel 20. Complaints and Dispute Resolution**

- 20.1. For the handling of complaints, we refer to our complaints handling procedure, see Article 13.
- 20.2. If no comparison is reached in accordance with this procedure, disputes arising from this agreement, or from further agreements resulting therefrom, or resulting legal relationships, will be submitted to the court in Utrecht in the first instance, to the exclusion of others.

**Artikel 21. Applicable law**

- 21.1. Dutch law applies to every agreement between the contractor and the client.
- 21.2. Annulment or nullity of any provision of this agreement leaves the validity of the remaining unaffected.

**Artikel 22. Amendment of the conditions**

- 22.1. The version that applied at the time the agreement was concluded always applies.