

DiscoverU General Terms and Conditions

Article 1. Definitions

1. In these general terms and conditions the following terms have the following meanings:

- DISCOVERU: The professional who operates under the name of DiscoverU.
- The client: The legal entity which issues the assignment.
- The agreement: the agreement(s) between the client and DISCOVERU.

Article 2. Applicability of these conditions

1. These conditions apply to every offer and every agreement between DISCOVERU and the client to which the parties have declared these conditions applicable, insofar as the parties have not deviated from these conditions expressly and in writing.
2. These terms and conditions also apply to all agreement(s) with DISCOVERU for the implementation in which third parties must be involved.

Article 3. Quotations

1. The quotations made by DISCOVERU are without obligation; they are valid for 30 days, unless stated otherwise. DISCOVERU is only bound by the quotation if the acceptance thereof is confirmed in writing by the other party within 30 days.
2. The client has a reflection period of 14 days. This means that the client can withdraw a signed order confirmation within 14 days, without additional costs.
3. The prices in the quotations mentioned are exclusive of VAT unless stated otherwise.
4. Quotations are based on the information available at DISCOVERU and/or its associate(s).

Article 4. Assignments and cancellation

1. A quotation becomes an assignment as soon as the quotation is confirmed.
2. If an assignment, or part thereof, is withdrawn within 24 hours before the start of its execution, the client will be charged 100% of the time and costs reserved for the execution.
3. If an assignment, or part thereof, is withdrawn within two days (48 hours) before the start of its execution, the client will be charged 50% of the time and costs reserved for the execution.
4. If an assignment, or part thereof, is withdrawn within one week before the start of the execution thereof, the preparatory work that was necessary for the execution of the assignment will be charged to the client.

Article 5. Execution of an agreement

1. DISCOVERU will execute the agreement to the best of its knowledge, ability and in accordance with the requirements of good workmanship.
2. If and insofar as required for the proper execution of the agreement, DISCOVERU has the right to have certain activities performed by third parties. This will always be done in consultation with the client.

3. The client ensures that all data of which DISCOVERU indicates that they are necessary or of which the client should reasonably understand that they are necessary for the execution of the agreement, are provided to DISCOVERU in a timely manner. If the information required for the execution of the agreement has not been provided to DISCOVERU in time, DISCOVERU has the right to suspend the execution of the agreement and/or to charge the extra costs resulting from the delay to the client according to the usual rates.
4. The contractor is not liable for damage, of whatever nature, because DISCOVERU has based the assignment on incorrect and/or incomplete information provided by the client, unless this inaccuracy or incompleteness should have been known to it.

Article 6. Contract duration and implementation period

1. The agreement is entered into for an indefinite period of time unless the parties explicitly agree otherwise in writing.

Article 7. Amendments to the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. DISCOVERU will inform the client of this as soon as possible.
3. If the change or addition to the agreement has financial and/or qualitative consequences, DISCOVERU will inform the client in advance.
4. If a fixed fee has been agreed, DISCOVERU will indicate to what extent the change or supplement to the agreement will result in a change of or addition to this fee.
5. Contrary to paragraph 3, DISCOVERU will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

Article 8. Confidentiality

1. The 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 arises from the nature of the information.
2. The assignment will not be referred to externally by DISCOVERU without the permission of the client.

Article 9. Intellectual property

1. Without prejudice to the provisions of article 7 of these terms and conditions, DISCOVERU reserves the rights and powers that it is entitled to under the Copyright Act.
2. All documents provided by DISCOVERU, such as exercises, tests, reports, assessments, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced by him, made public, or brought to the attention of third parties without prior permission from DISCOVERU.
3. DISCOVERU also reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 10. Cancellation

1. Both parties can terminate the agreement in writing at any time, with a mutual notice period of 1 week. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least 1 month.

Article 11. Dissolution of the agreement

1. The claims of DISCOVERU on the client are immediately due and payable in the following cases:
 - a. if after the conclusion of the agreement, DISCOVERU becomes aware of circumstances that give the contractor good reason to fear that the client will not fulfill its obligations;
 - b. if DISCOVERU has asked the client at the conclusion of the agreement to provide security for the fulfillment, and this security is not provided or is insufficient.
2. In the aforementioned cases, DISCOVERU is authorized to suspend the further execution of the agreement or to proceed to dissolution of the agreement, all this without prejudice to the right of the contractor to claim compensation.

Article 12. Defects and complaints

1. Complaints about the work performed must be reported in writing to DISCOVERU by the client within 8 days after discovery, but no later than 14 days after completion of the work in question.
2. DiscoverU will confirm the complaint within 8 days of receipt, stating the contact person. Furthermore, the complaint will be dealt with as soon as possible and will be treated in confidence.
3. If a complaint is justified, DISCOVERU will still perform the work as agreed, unless this has become demonstrably pointless for the client. The latter must be made known in writing by the client.
4. If it is no longer possible or useful to provide the agreed services, DISCOVERU will only be liable within the limits of Article 16.

Article 13. Fee

1. Paragraphs 3, 6 and 7 of this article apply to offers and agreements in which a fixed fee is offered or agreed.
2. If no fixed fee is agreed, paragraphs 4 to 6 of this article apply.
3. Parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.
4. If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to the usual hourly rates of DISCOVERU applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed.
5. Any cost estimates are exclusive of VAT.
6. The costs due will be charged monthly.
7. If DISCOVERU agrees a fixed fee or hourly rate with the client, indexation will take place annually on 1 January of the year concerned, based on the CPI Consumer Price Index Netherlands (www.inflation.eu).

Article 14. Payment

1. Payment must be made within 14 days after the invoice date and in a manner to be indicated by the contractor in the currency in which the invoice is made, unless otherwise agreed.
2. After the expiration of 14 days after the invoice date, the client is in default. From the moment of default, the client owes interest of 1% per month on the amount due.
3. In case of liquidation, bankruptcy or suspension of payment of the client, the claims of DISCOVERU and the obligations of the client towards the contractor will be immediately due and payable.
4. Payments made by the client always serve to settle in the first place all interest and costs owed and in the second place due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
5. When reimbursing amounts credited by DISCOVERU, a payment term of a maximum of 14 days will be applied.

Article 15. Collection costs

1. If the client is in default or fails to comply with one or more of its obligations, all reasonable costs incurred in obtaining settlement out of court will be for the account of the client.
2. If DISCOVERU demonstrates that it has incurred higher costs which were reasonably necessary, these will also qualify for reimbursement.

Article 16. Liability

1. DISCOVERU's liability is limited to the invoice value of the assignment, or at least that part of the assignment to which the liability relates.
2. Contrary to the provisions of paragraph 1 of this article above, liability is further limited to the invoice amount due for the last six months for an assignment with a term of more than six months.
3. The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of DISCOVERU - or third parties engaged by it.
4. DISCOVERU is never liable for consequential damage.

Article 17. Force majeure

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

4. If DISCOVERU has already partially fulfilled its obligations at the onset of the force majeure, or can only partially fulfill its obligations, it is entitled to invoice the already performed or executable part separately, and the client is obliged to pay this invoice as it was a separate contract. However, this does not apply if the already performed or executable part has no independent value.

Article 18. Processing of data

1. DISCOVERU, responsible within the meaning of the Wbp (Privacy), is responsible for and entitled to (digitally) process the personal data collected in the context of the services referred to in these general terms and conditions, or at least to have it processed subject to its direct authority, and ensures that any processors comply with applicable laws and regulations.
2. DISCOVERU only provides information to executing professionals if an agreement of confidentiality has been signed with this, and only in the context of the execution of an assignment. The foregoing does not affect the fact that data can sometimes be traced back to an individual person by consulting public registers and social media.

Article 19. Complaints and dispute resolution

1. For the handling of complaints, the client is requested to submit a formal written complaint via info@discoveru.nl.
2. DISCOVERU and client agree to handle disputes mutually.
3. If no settlement is reached in accordance with these regulations, disputes arising from this agreement or further agreements thereof or legal relationships arising therefrom will be submitted, to the exclusion of others, to the court in 's-Hertogenbosch,

Article 20. Applicable law

1. Dutch law applies to every agreement between the contractor and the client.
2. The nullification or voidability of any provision of this agreement does not affect the validity of the other.

Article 21. Changes to the conditions

1. The version that applied at the time of the realization of the present assignment is always applicable.

#####