

General terms of delivery Rian Rietveld

October 1, 2023.

Definitions

Rian Rietveld / The Service Provider:

Rian Rietveld, established in Leidschendam, the Netherlands under Chamber of Commerce number: 90723694. Rian Rietveld is the trade name of Adriana Rietveld.

The Client

The Party with whom Rian Rietveld has entered into an agreement.

The Parties:

Rian Rietveld and Client jointly.

Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, agreements and deliveries of services or goods by or on behalf of the Service Provider.
2. Deviation from these conditions is possible only if expressly agreed upon by the Parties in writing.
3. The Parties explicitly exclude the applicability of additional and/or different general terms and conditions of the Client or third Parties.

Offers and quotations

1. The Service Provider's offers and quotations are valid for a maximum of three (3) months, unless a different period of acceptance is specified in the offer. If the offer is not accepted within that specified period, the offer will lapse.
2. The offer or quotation expires if the Client does not accept it within the specified period.
3. Offers and quotations do not apply to repeat or follow-up orders unless the Parties have agreed so in writing.

Acceptance

1. Upon acceptance of an offer or quotation without a subsequent order, Rian Rietveld reserves the right to withdraw the offer or quotation within three (3) days of receipt of acceptance, without obligation to the Client.
2. Oral acceptance by the Client will only create obligations if the Client has confirmed the acceptance in writing or electronically.

Prices

All prices used by Rian Rietveld are in euros and exclusive of VAT.

Payments and payment terms

1. Invoices must be paid within thirty (30) days of invoice date.
2. If Client fails to pay an invoice within the agreed period, it will be in default by operation of law, without the need for any demand for payment. From then on, the Service Provider is entitled to suspend the obligations until the Client has fulfilled its payment obligations.
3. Rian Rietveld reserves the right to make delivery conditional to immediate payment or to require a guarantee for the total amount of services or products.
4. The Client waives its right to set off any debt owed to the Service Provider against any claim against the Service Provider.

Suspension of obligations by the Client

The Client waives the right to suspend performance of any obligation under this agreement.

Guarantee

The Parties have entered into an agreement with a service nature, which for Rian Rietveld contains only an obligation of effort and therefore no obligation to achieve a result.

Execution of the agreement

1. Rian Rietveld will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Rian Rietveld has the right to have the agreed service performed by third Parties.
3. The execution of the agreement will take place in mutual consultation and after written agreement and payment of any advance agreed upon by the Client.

Information obligation of the Client

1. The Client is obliged to provide all information and documents, which the Service Provider believes to be necessary for the correct execution of the order, in time and in the desired form and manner.
2. The Client guarantees the accuracy, completeness and reliability of the information and documents made available to the Service Provider, even if they originate from third parties, insofar as they do not otherwise result from the nature of the order.
3. If and to the extent the Client so requests, the Service Provider will return the relevant documents.
4. If the Client fails to make available the information and documents required by the Service Provider, or fails to do so on time or properly, and the execution of the order is delayed as a result, the resulting additional costs and additional fees will be borne by the Client.

Indemnity

The Client will indemnify the Service Provider against all claims of third parties, related to the goods and/or services provided by Service Provider.

Obligation to complain

1. The Client is obliged to immediately report any complaints about the work performed to the Service Provider in writing. The complaint will contain as detailed a description of the shortcoming as possible, so that the Service Provider is able to respond adequately.
2. In any case, a complaint cannot result in the Service Provider being held to perform work other than that agreed upon.

Joint and several liabilities of the Client

If Rian Rietveld enters into an agreement with multiple Clients, each is jointly and severally liable for the full amounts due to Rian Rietveld under that agreement.

Liability of Rian Rietveld

1. Rian Rietveld will only be liable for any damage suffered by the Client if and to the extent such damage was caused by intent or gross negligence.
2. If Rian Rietveld is liable for any damages, it will only be liable for direct damages arising from or related to the performance of an agreement.

3. Rian Rietveld will never be liable for indirect damages, such as consequential damages, lost profits, missed savings or damages to third parties.
4. Any liability for damages arising from or related to the performance of an agreement will always be limited to the amount paid in the relevant case by the professional or liability insurance taken out by Rian Rietveld. This amount is increased by the amount of the deductible according to the relevant policy.
5. This liability is limited to a maximum of three times the invoice value of the agreement, at least to that part of the agreement to which the liability relates.

Lapse of the claim

1. Any right to compensation for damages caused by Rian Rietveld will in any case lapse twelve (12) months after the event from which the liability has directly or indirectly arisen. This does not exclude the provisions of [Article 89 of the Dutch Civil Code, Book 6](#).

Force majeure

1. In addition to the provisions of [Article 75 of the Dutch Civil Code, Book 6](#), a failure by the Service Provider to fulfill any obligation to the Client cannot be attributed to the Service Provider in the event of a circumstance independent of the Service Provider's will, as a result of which the fulfillment of its obligations to the Client is prevented in whole or in part or as a result of which the fulfillment of its obligations cannot reasonably be required of the Service Provider. Such circumstances include breach of contract by suppliers or other third parties, power failures, computer viruses, strikes, adverse weather conditions and work interruptions.
2. If a situation as aforementioned occurs as a result of which the Service Provider cannot fulfill its obligations to the Client, such obligations will be suspended for as long as the Service Provider cannot fulfill its obligations. If the situation referred to in the previous sentence has lasted for thirty (30) calendar days, the Parties have the right to rescind the agreement in writing in whole or in part.
3. Service provider is not bound to compensate any damage in the case referred to in the second paragraph of this article, even if Service Provider enjoys any advantage as a result of the force majeure condition.

Adjustment of the agreement

1. If during the execution of the agreement it appears that for proper execution it is necessary to modify or supplement the order and/or to change the term of the agreement, the Parties will timely and in mutual consultation adjust the agreement accordingly.

Transfer of rights

1. Rights of a Party under this agreement cannot be transferred without the prior written consent of the other Party. This provision counts as a stipulation with property-law effect as referred to in [Article 83 of the Dutch Civil Code, Book 3](#).

Consequences of voidness or voidability

1. If one or more provisions of these general terms and conditions are found to be void or voidable, this will not affect the remaining provisions of these conditions.
2. A provision that is void or voidable is in that case replaced by a provision that comes closest to what Rian Rietveld had in mind when drafting the conditions at that point.

Applicable law and competent court

1. Any agreement between the Parties is governed exclusively by the laws of the Netherlands.
2. The Dutch court in the district where Rian Rietveld is established/practices/holds office has exclusive jurisdiction to hear any disputes between the Parties, unless otherwise required by mandatory law.