

Terms and conditions - Customize Management

N. Wildekamp trading under the name Customize Management, registered with the Dutch Chamber of Commerce under number 73799750 and located at Goudensteinallee 14, 6921 JW, Duiven in The Netherlands.

Article 1 - Terms

1. In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise.
2. Service Provider: The natural person who offers Services (remotely) to the Client, hereinafter: Customize Management
3. Business: The natural or legal person who acts in the exercise of a profession or Business.
4. Client: The company that enters into a (remote) Agreement with the Service Provider.
5. Offer: Any written Offer to the Client for the provision of Services by the Service Provider.
6. Services: The Services that Customize Management offers are consultancy and management in the field of the Client's Business operations.
7. Assignment: The implementation of the Agreement by Customize Management with regard to the services requested by the Client.
8. Agreement: The Agreement for Services that the Client has ordered.
9. Website: The Website that Customize Management uses is: <https://www.customizemanagement.nl>.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer from Customize Management, every agreement between Customize Management and the Client and to every service and product offered by Customize Management.
2. Before a (remote) Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Customize Management will indicate to the Client how the Client can view the general terms and conditions.
3. The possible applicability of the Client's general terms and conditions is expressly rejected.
4. Deviation from these terms and conditions is only possible in exceptional situations and only if this has been explicitly agreed upon in writing.

5. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are destroyed, the other provisions of these general terms and conditions will remain in force, and the invalid/voided provision(s) will be replaced by a provision with the same meaning as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general conditions must be assessed and explained in the spirit of these general conditions.
8. The applicability of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. Parties must abide by the relevant laws and regulations.

Article 3 - The Offer

1. All Offers made by Customize Management are without obligation. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. Customize Management is only bound to an Offer if it is confirmed in writing by the Client within 14 days. Nevertheless, Customize Management has the right to refuse an Agreement with a (potential) Client for a reason justified for Customize Management.
3. The Offer contains a description of the Services offered. The description is detailed in such a way that the Client is able to make a good assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Customize Management. Any images and specific data in the Offer are only an indication and cannot be grounds for any compensation or the termination of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Deadlines in the offer of Customize Management are indicative and do not give the Client any right to dissolution or compensation if it is exceeded, unless explicitly agreed otherwise.
6. A composite quotation does not oblige Customize Management to deliver part of the Services included in the Offer or quotation at a corresponding part of the quoted price.

Article 4 - Formation of the agreement

1. The Agreement is concluded when the Client has accepted an Offer from Customize Management and Customize Management has confirmed the acceptance in writing.
2. If the Client has accepted the Offer by giving an Assignment to Customize Management, Customize Management will confirm the Client's Assignment in writing (by e-mail).

3. Customize Management is not bound by an Offer if the Client could reasonably have expected or should have understood or should understand that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. An Offer is only valid if it is made in writing by Customize Management to the Client.
5. The Offer, as approved by the Parties, is leading for the implementation of the Agreement. All proposals herein are based on correct and complete information provided by the Client.
6. The right of withdrawal does not apply.

Article 5 - Duration of the agreement

1. If and to the extent that an Agreement has been concluded between the Client and Customize Management, the duration of this Agreement is in accordance with what the parties have agreed.
2. Both the Client and Customize Management may terminate the Agreement on the basis of an attributable failure to comply with the Agreement if the other party has been given written notice of default, and he/she has been given a reasonable period to fulfill his obligations, and he attributable to it. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the Client's payment obligations if Customize Management has performed work or delivered Services at the time of the dissolution. Client must pay the agreed fee.
4. The Client is entitled to prematurely terminate an Agreement with due observance of a notice period of one month. If the Client prematurely terminates an Agreement already concluded, he is in any case obliged to reimburse the costs actually incurred as well as lost income from Customize Management. Customize Management always reserves the right to claim additional compensation.
5. Both the Client and Customize Management may terminate the Agreement in whole or in part in writing without further notice of default with immediate effect if one of the parties is in suspension of payment, has filed for bankruptcy or the relevant company ends up in liquidation or other than the merging or reconstruction of the company. If a situation as mentioned above occurs, Customize Management is never obliged to refund any monies already received and/or compensation.

Article 6 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted and/or supplemented, or if additional work is required at the request of the Client to achieve the desired result of the Client, the Client is obliged to compensate the additional work according to the agreed rate. Customize Management is not obliged to comply with this request, and may require the Client to conclude a separate Agreement and/or refer it to an authorized third party.

2. If and insofar as a fixed price has been agreed for the provision of certain Services, and the performance of those Services leads to additional (urgent) activities that cannot reasonably be considered to be included in the fixed price, Customize Management is entitled to charge these costs to the Client after consultation with the Client.

3. If the additional work is the result of negligence on the part of Customize Management, or Customize Management has made a wrong estimate or the work concerned could reasonably have foreseen, the costs will not be charged to the Client.

Article 7 - Prices and payment

1. All prices are in Euro and exclusive of sales tax (VAT). If Customize Management carries out the Assignment (in part) at the Client's location, additional costs (travel time, travel costs, accommodation costs and parking fees) are charged. All this is discussed in advance with the Client.

2. Customize Management performs its Services in accordance with the agreed rates.

3. If there is an emergency, or Customize Management must carry out its work urgently on the instructions of the Client, the Client is obliged to reimburse all additional costs of the emergency.

4. If the Parties have agreed on an advance, this advance must be paid by the Client before Customize Management will commence its work.

5. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.

6. Payment by the Client must be made without deduction, discount or settlement, within thirty (30) days from the invoice date.

7. If there is a periodic payment obligation on the part of the Client, Customize Management is entitled to adjust the applicable prices and rates in writing (only) in accordance with the conditions of the Agreement.

8. The Client must pay the costs at once and in total to the account number of Customize Management and according to the instructions that have been provided.

9. Customize Management reserves the right to refuse (on) delivery if there is a justified fear of non-payment.

10. Customize Management is entitled to adjust previously issued and/or agreed rates annually with effect from January 1st.

Article 8 - Collection policy

1. If the Client does not meet his/her payment obligation and has not paid within the stated payment period of thirty (30) days, the Client will be in immediate default without further notice of default.

2. From the date that the Client is in default, Customize Management will be entitled to the statutory (commercial) interest from the first day of default until full payment of the amount overdue, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code and in line with the scale from the Reimbursement for Extrajudicial Collection Costs Decree of July 1st 2012.

3. If Customize Management has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The legal and execution costs incurred in full are also at the expense of the Client.

Article 9 - Execution of the agreement

1. Customize Management will endeavor to execute the Agreement with the greatest possible care as may be expected from a good contractor. Hereby he guarantees his professional independence and integrity. He is also responsible for a responsible procurement policy. Unless a result has been explicitly agreed in writing and described in detail, all Services are performed on the basis of a best effort obligation.

2. The quotation on the basis of which Customize Management carries out its work is leading.

3. When performing the Services, Customize Management is not obliged or obligated to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions provide additional work for Customize Management, the Client is obliged to reimburse the extra or additional costs accordingly.

4. Customize Management carries out the Assignment accepted to the best of its knowledge and ability and with due regard for the interests of the Client. In the event of the electronic transmission of documents, including reports, tax returns and/or annual statements on behalf of the Client, the Client is the person who signs and sends the relevant documents.

5. Customize Management is entitled to engage third parties for the performance of the Services at its own discretion.

6. Client is not entitled to transfer the Agreement to third parties without written and explicit permission from Customize Management.

7. Customize Management keeps the Client regularly informed in writing via the agreed method.

8. Customize Management will prepare an advice, report and/or report for the service. The content thereof is not binding and only advisory in nature. The advice and/or reports can never be regarded as financial advice in the sense of the Financial Supervision Act, any form of legal advice and/or strategy provision for the Client's Business operations. Client decides for himself and under his own responsibility whether he will follow up the aforementioned report. All consequences arising from the follow-up of the report are for the account and risk of the Client.

9. The Client must provide a suitable location for the implementation of the Services of Customize Management. Customize Management is entitled to give instructions regarding the suitability of the location.

10. If Customize Management carries out the work at the Client's location, the Client is obliged to provide (in all reasonableness) all the facilities requested by Customize Management. This concerns both the workplace and cooperation of the employees of the Client and the provision of necessary equipment.

11. The Client is obliged to provide the required information (both solicited and unsolicited) in a timely manner, in its entirety and correctly for the purpose of correct and efficient execution of the agreement. Customize Management may, if necessary for the implementation of the agreement, request additional information. In the absence of this, Customize Management is entitled to suspend its activities until the information is received, without being obliged to pay any compensation to the Client. In the event of changed circumstances, the Client must notify Customize Management immediately, or no later than 5 working days after the change has become known.

12. Customize Management performs its Services in accordance with the standards applicable in the industry. If any guarantee has been given, this is limited to what has been explicitly agreed in writing.

Article 10 - Delivery

1. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not provided all requested information or has not provided it on time, provides insufficient cooperation, the advance has not been received in time by Customize Management or due to other circumstances, which come at the expense and risk of the Client, Customize Management is entitled to a reasonable extension of the delivery period.

2. All damage and additional costs as a result of a delay due to a cause referred to in paragraph 1 are for the account and risk of the Client and will be charged to the Client by Customize Management.

3. In the event of a phased implementation, or if the Client must give approval, Customize Management is entitled to suspend the implementation of the Agreement until the Client has given his approval. Delivery can also be adjusted and/or changed in the event of changes.

4. Customize Management makes every effort to realize the Services within the agreed period, insofar as this can be reasonably expected of it.

5. The nature of the activities of Customize Management means that the activities can only be started once all the required information has been provided by the Client. The Client bears the risk and any (damage) if the required information was not provided on time and explicitly indemnifies Customize Management for all consequences and any resulting damage for the Client and Customize Management.

6. If Customize Management is delayed during its (provided) Services, it will inform the Client of this in writing and stating the cause of the delay within a reasonable period after the delay has commenced.
7. If the delay is attributable to the Client, the Client is obliged to reimburse the costs incurred by Customize Management until then.
8. If there is a phased implementation, the Client is obliged to inform Customize Management in time if the Client has noticed an actual shortcoming.
9. The Client must immediately report in detail and in writing to Customize Management in such a way that Customize Management is able to detect, reproduce and repair the defects. The defect is reported when the Client receives confirmation from Customize Management of receipt of the notification. Under no circumstances will monies already paid be refunded to the Client.

Article 11 - Transfer of risk

The risk of theft and loss, misappropriation or damage of data, documents, software, data files and/or items that are used, made or delivered in the context of the execution of the Agreement, transfers to the Client at the moment when these actually have been made available to the Client.

Article 12 - Privacy, data processing and security

1. Customize Management handles (personal) data with care and will only use it in accordance with the privacy statement. If requested, Customize Management will inform the person concerned about this. Questions about the processing of personal data and further information can be sent by e-mail to niels@customizemanagement.nl.
2. The Client is responsible for the processing of data that is processed using a service from Customize Management. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies Customize Management against any (legal) claim relating to this data or the performance of the Agreement.
3. If Customize Management is to provide for the security of information on the basis of the Agreement, this security will comply with the specifications that have been submitted and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 13 - Suspension

1. Customize Management has the right to retain the data, data files, software and more received or realized by it if the Client has not yet (fully) fulfilled its payment obligations, even if it is obliged to do so if it was paid would be.

2. Customize Management is entitled to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will immediately be confirmed in writing to the Client. In that case, Customize Management is not liable for damage, in whatever form, resulting from the suspension of its activities.

Article 14 - Force majeure

1. Customize Management is not liable if, due to a force majeure situation, it is unable to meet its obligations under the Agreement.

2. Force majeure on the part of Customize Management is in any case understood, but is not limited to: (i) force majeure of suppliers of Customize Management, (ii) failure to properly fulfill the obligations of suppliers imposed by the Client or its third parties. have been prescribed or recommended to Customize Management, (iii) defects in items, equipment, software or materials from third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking), (vii) natural disasters and other changing weather conditions (viii) war and terrorist attacks, (ix) general transport problems, (x) disease of Customize Management and (xi) other situations that in the opinion of Customize Management fall outside its sphere of influence that temporarily or permanently prevent compliance with its obligations.

3. If a force majeure situation lasts longer than 2 months, the Agreement can be terminated in writing by each of the parties. If any Services have already been performed on the basis of the Agreement, in such a case a proportionate settlement will be made without any liability from each party towards each other.

Article 15 - Limitation of liability

1. If the provision of Services by Customize Management leads to liability of Customize Management, that liability is limited to a maximum of € 5,000 (euros: thousand euros) and in addition will never exceed the actual costs charged to the Client in connection with the Assignment, if there is an attributable shortcoming in the performance of the Agreement or otherwise damage has arisen, but no more than over a period of 12 months prior to the event that caused the damage.

2. Customize Management is not liable for consequential damage, indirect damage, Business damage, loss of profit and/or loss, missed savings, damage due to Business interruption and damage as a result of the use of Services provided by Customize Management, delay damage and interest damage.

3. Customize Management is only liable for direct damage. Direct damage means reasonable costs incurred to limit or prevent direct damage, the determination of the cause of damage, direct damage, liability and the method of repair as well as the costs of emergency provisions.

4. The content of the advice delivered by Customize Management is not binding and only of an advisory nature. Client decides for himself and under his own responsibility whether

he will follow the advice mentioned herein. All consequences arising from the follow-up of the advice are for the account and risk of the Client. Client is free to make his own choices that deviate from the advice delivered by Customize Management. Customize Management is not bound by any form of refund if this is the case.

5. If a third party is engaged by or on behalf of the Client, Customize Management is never liable for the actions and advice of the third party engaged by the Client as well as any consequence of the processing of the results of the third party engaged by the Client in Customize Management its own advice.

6. Customize Management is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the Website or that of linked websites.

7. Customize Management is not responsible for errors and/or irregularities in the functionality of the Website and/or the software, malfunctions or the unavailability of the Website and/or software for whatever reason.

8. Customize Management does not guarantee the correct and complete transfer of the content of and e-mail sent by/on behalf of Customize Management, nor for the timely receipt thereof.

9. Client guarantees the accuracy, completeness and timely provision of the information. Customize Management explicitly excludes all liability for (consequential) damage.

10. All claims of the Client for failure on the part of Customize Management lapse if they have not been reported to Customize Management in writing and with reasons, within one year after the Client was aware or could reasonably have been aware of the facts on which he bases his claims, unless intention or conscious recklessness of Customize Management.

11. All claims of the Client against Customize Management expire one year after the termination of the Agreement.

Article 16 - Confidentiality

1. Customize Management and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an Assignment. The confidentiality ensues from the Assignment or which can reasonably be expected to be confidential information.

2. In particular, confidentiality relates to advice, reports and/or reporting drawn up by Customize Management regarding the Client's assignment. The Client is expressly prohibited from sharing its content with employees who are not authorized to take cognizance of this and with (unauthorized) third parties.

3. If Customize Management is required by law or competent court or designated third party to provide confidential information pursuant to a legal provision or court decision, and Customize Management cannot invoke a right of non-disclosure, Customize Management is not liable for any compensation and the Client is not entitled to terminate the Agreement.

4. The confidentiality obligation also imposes on the third parties engaged by Customize Management and the Client.

5. Every breach committed by the Client will be punished with a one-off fine of € 15,000 (in words: fifteen thousand euros) and a fine of € 1,000 (in words: one thousand euros) for each day that the breach continues.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Customize Management rest exclusively with Customize Management and are not transferred to the Client. The Client can only obtain the intellectual property rights if the Parties have explicitly agreed this.

2. The Client is prohibited from disclosing and/or multiplying, altering or making available to third parties (including for commercial purposes) all documents and software on which the intellectual property rights and copyrights of Customize Management are based without explicit prior written permission. of Customize Management and an agreed monetary fee. If the Client wishes to make changes to items delivered by Customize Management, Customize Management must explicitly agree to the intended changes.

3. The Client is forbidden to use the products on which the intellectual property rights of Customize Management rest differently than agreed in the Agreement.

4. Parties will inform each other and take joint measures if there is a violation of the intellectual property rights of Customize Management.

5. Any infringement that the Client makes on the intellectual property rights of Customize Management will be punished with a one-off fine of € 15,000 (in words: fifteen thousand euros) and a fine of € 1,000 (euros: one thousand euros) for each day that the infringement continues.

Article 18 - Safeguarding and accuracy of information

1. Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents that he provides to Customize Management in the context of an Assignment.

2. If (additional) data is obtained from third parties, Customize Management is never bound by the accuracy, reliability and completeness of all data, information, documents and/or records.

3. The client indemnifies Customize Management from any liability arising from the non-compliance or late compliance with the obligations from the previous paragraph.

4. The Client indemnifies Customize Management against claims from third parties with regard to intellectual property rights to the data and information provided by the Client that can be used in the execution of the Assignment or Agreement, as well as with regard to the content of the advice prepared by Customize Management and reports.

5. If the Client provides electronic files, software or data carriers to Customize Management, the Client guarantees that they are free of viruses and defects.

Article 19 - Complaints

1. If the Client is not satisfied with the service or products of Customize Management or has any other complaints about the performance of its Assignment, the Client is obliged to make these complaints known as soon as possible, but no later than 5 working days after the relevant reason for the complaint. Any complaints need to be reported via niels@customizemanagement.nl with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Client for Customize Management to be able to handle the complaint.

3. Customize Management will respond to the content as quickly as possible, but no later than 10 working days after receiving the complaint.

4. Parties will try to find a joint solution.

Article 20 - Applicable law

1. The legal relationship between Customize Management and the Client is governed by Dutch law.

2. Customize Management has the right to change these terms and conditions and will inform the Client of the change. The most recent version of these terms and conditions can be found on the Website.

3. All disputes arising from or as a result of the agreement between Customize Management and the Client will be settled by the competent court of the Gelderland District Court, Location Arnhem, unless provisions of mandatory law designate another competent court.