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General conditions (version 06-2013)

Article 1 - General

1. These conditions are applicable to all contracts and offers of the delivery of services by support2holland.
2. The conditions in question are also applicable on contracts with support2holland, in which third parties are involved for the execution by support2holland.
3. The relevance of purchase or other conditions of the client is explicitly rejected.
4. If one or more conditions in the terms and conditions are totally or partly invalid or should be destroyed at a certain moment, then the in these general terms and conditions determined will be completely applicable. support2holland and the client will enter into consultation together in order to agree upon new conditions to replace the invalid or destroyed conditions, in this case the goal and meaning of the original conditions will be taken into consideration.
5. If there is uncertainty about the explanations of one or more conditions of these general terms and conditions, the explanation has to take place in the intention of these conditions.
6. If between the parties a situation occurs which is not regulated in these general conditions this situation should be judged in the intention of these general conditions.
7. If support2holland does not ask for strict acting according to these conditions this does not mean that the conditions are not applicable or that support2holland looses to any extent the right to demand for strict application of the terms of these conditions in other cases.

Article 2 – Quotations

1. All quotations made by support2holland are without obligations, these are valid during 14 days, unless a different term is mentioned in the quotation.
2. support2holland is only committed to the quotation if the acceptance by the opposing party is confirmed in writing within 14 days, unless indicated differently.
3. support2holland cannot be kept to the quotation if the client in fairness can understand that the quotations, or a part of it, contains a visible mistake or error in writing.
4. The in a quotation mentioned prices are exclusive VAT and other governmental charges, in the frame of the contract made costs, amongst which travel- and accommodation, postal and administration costs, unless differently indicated. On Saturdays, Sundays and public holidays a surcharge is applicable of 100% excluding VAT.
5. If the acceptance (if on secondary points) differs from the mentioned offer in the quotation support2holland is not committed to this. The contract is not made in accordance with this divergent acceptance unless support2holland indicates differently.
6. A compound price indication does not oblige support2holland to execute part of the assignment against a similar part of the contract of the indicated price. Quotations do not validate automatically for future orders.

Article 3 - Duration of the contract execution terms, risc transition, execution and change of the contract, price increase

1. The contract between support2holland and the client is started for an unlimited period of time, unless something else derives from the contract which is different or if parties agree upon explicitly and is agreed upon in writing.
2. If for the execution of specific work or for the delivery of specific business a term is arranged or written down, then this is never the fatal term. In case of exceeding the term the client should give notice to the client in writing. In this case Support2holland should be presented a reasonable term in order to execute the contract.
3. support2holland shall execute the contract at best insight and ability and according to the demands of good expertise.
4. If by support2holland or through support2holland involved third parties execute work in the frame of the assignment at the location of the client or at a location indicated by the client, the client takes care of the employed workers without costs and takes care of reasonable facilities for the employed workers.
5. The client takes care of all details of which support2holland indicates that these are necessary or of which the client should understand in fairness that these details are necessary for the executions of the contract. If the details necessary for the execution of the contract are not given to support2holland in time, support2holland has the right to delay the execution of the contract and / or to charge the client for the extra costs according to the then current tariffs. The execution term is not starting until the client has given the details to support2holland. support2holland is not liable for any damage, which ever, in the case that support2holland used incorrect or incomplete information given by the client as a starting point.
6. If it turns out during the execution of the contract that in order to execute the contract correctly it is necessary to change it or add it, the parties shall apply the contract in time and agree amongst one another.
7. If parties agree upon changing of the contract or added and the contract is changed because of this in a qualitive or quantative way, then this can have consequences for the originally agreed upon. By this the the originally agreed upon price can be increased or decreased. support2holland will give as much as possible price information. By a change in the contract it is possible to change the originally agreed upon term of the execution. The client accepts the possibility of change of the contract, amongst which are included the change in price and term of execution.
8. If the contract is changed, including an addition, support2holland is authorized to execute this first after the consent of the authorized person within support2holland and the client with the submitted price of the execution and other conditions, amongst which the to be agreed upon desired term of execution. The not or not immediate execution of the changed contract does not provide default by support2holland and is no basis for the client to cancel the contract or annul the contract.
9. Without being default support2holland can refuse a request for change of the contract, if this could have had in a qualitative or quantitative way consequences for instance for the in the frame of that correct execution of the activities. If the client would be in default regarding the correct fulfillment of the activities he agreed upon towards support2holland, then the client is liable for all damage created directly or indirectly by this at the side of support2holland.
10. If support2holland agrees upon a fixed salary or price with the client, then support2holland is nonetheless always authorized to increase the salary or this price without the client being authorized to dissolve the contract for that reason if the increase of the price is the result of an authority or obligation in accordance with the legislation and rules or this is necessary because of a rise of the prices of raw materials, salaries et cetera or for other reasons which at the time of starting the contract in fairness were not expected.
11. If the increase of prices other than the result of a change in the contract is more than 10% and takes place within three months after the making of the contract then the client is exclusively authorized to dissolve the contract unless support2holland
    - Is then still prepared to execute the contract based on the originally agreed upon;
    - If the increase of price results from the authority of an on support2holland resting obligation in accordance with the law;
    - If it is agreed that the delivery will take more than three months after the realization of the contract.

Article 4 - Postponement, annulment and accelerated cancellation

1. support2holland is authorized to postpone the execution of the obligations, if the client does not or does not completely, fulfill the obligations deriving from the contract after the closure of the contract known circumstance by support2holland give a good basis to fear that the client will not fulfil the obligations, if the client was asked at the time of closing the contract to give certainty on the fulfillment of his obligations from the contract and this certainty remains unfulfilled or is insufficient or if by delay on the side of the client support2holland no longer can be asked to fulfill the originally agreed upon conditions in the contract.
2. Furthermore support2holland is authorized to dissolve the contract if the circumstances are such that fulfillment of the contract is impossible or if circumstances occur which are of a sort that unchanged maintenance of the contract can not be asked of support2holland in fairness.
3. If the contract is going to be dissolved the claims of support2holland on the client are immediately claimable. If support2holland postpones the fulfillment of the obligations, he keeps his agreements from the law and the contract.
4. If support2holland decides to suspend or dissolution, he is in no way kept to pay the damage and costs which are created in any way.
5. If the dissolution is the responsibility of the client, support2holland is authorized to settle the damage, amongst which are included the costs, which were created directly or indirectly.
6. If the client does not fulfill the obligations resulting from the contract and this not-fulfilling justifies dissolution, then support2holland is authorized to dissolve the contract immediately and with immediate commencement without any obligation on his side for the payment of any compensation or indemnification, whereas the client, based on default, is obliged to pay compensation or indemnification.
7. In case of liquidation, of a (request of) suspension of payment or bankruptcy, of attachment of property – if and as far as the attachment of property is not cancelled within three months – on account of the client, of debt restructuring or any other circumstance through which the client is no longer free to dispose of his capital, support2holland is free to stop this contract immediately or to annul the assignment or contract, without any obligation on his side to pay any compensation or indemnification. The claims of support2holland on the client in that case are immediately claimable.
8. If the client cancels a placed order entirely or partly, the activities which were carried out, any possible reservation costs and the reserved working time for the contract, will be accounted integrally to the client.

Article 5 – Force majeure

1. support2holland cannot be kept to any obligation towards the client if he is obstructed as a result of a circumstance which cannot be blamed to guilt, and nor enforcing the law, a legal act or in the traffic prevailing opinions are put on his account.
2. Under force majeure in these conditions is understood, next to what is understood about this in the law and jurisprudence, all external causes, planned and unplanned, but by which support2holland is not capable to keep its obligations. support2holland also has the right to refer to force majeure if the circumstance which prevents further fulfillment of the contract, validates after support2holland should have fulfilled its obligation.
3. support2holland can suspend the obligations deriving from the contract during the period that the force majeure can last. If this period takes longer than two months, then each party is entitled to dissolve the contract, without obligation for compensation of damage of the other party.

Article 6 - Payment and collection costs

1. Payment shall always take place within 14 days after invoice date and/or before execution of the assignment, in a way indicated by support2holland and in the currency in which the invoice is charged, unless differently indicated by support2holland in writing.
2. If the client remains in default in paying the invoice in time, the client legally is guilty of omission. The client is then obliged to pay an interest of 1% monthly, unless the legal interest is higher, in which care the legal interest is due. The interest on the demandable amount will be accounted for the moment of payment of the total amount.
3. support2holland has the right to deduct payments done by the client from the costs, and further deduct the available interest and finally deduct from the sum total and the ongoing interest. support2holland can, without omission, refuse an offer, if the client indicates a different order in accounting the payment. support2holland can refuse complete redemption of the sum total, if therefore the unpaid and ongoing interest and collecting costs are paid.
4. The client is never authorized to pay the due amount by the client to support2holland. Objections against the height of an invoice are not postponing the payment obligation.
5. In case of default or omission by the client in the timely keeping to his obligations, then all reasonable costs of payment extrajudicial are on account of the client. The extrajudicial costs are accounted based on the usual practice within the Dutch collection practice. However, if support2holland made higher costs which were necessary in fairness, the in reality made costs will be taken into consideration. Any possible made judicial and execution costs also will be passed on the client. The client is also obliged to pay interest on the collection costs.

Article 7 – Ownership condition

1. The in the frame of the contract delivered services remain the property of support2holland until the client has delivered all obligations from the with support2holland closed contract(s) thoroughly.

Artikel 8 - Claims

1. If a complaint is established to be unfounded, the arisen costs, including the survey costs, and fallen on the side of support2holland, will be integrally on account of the client.

Article 9 - Liability

1. If support2holland should be liable, then this liability is limited to what has been arranged in this condition.
2. support2holland is not liable for damage, whatever kind, when support2holland used incorrect or incomplete details provided by the client.
3. If support2holland should be liable to any damage, then the liability of support2holland remains limited to the maximum of twice the value of the invoice, at least to that part of the order regarding the liability.
4. support2holland's liability is at any rate always limited to the amount of the amount of its insurance company in any occurring matter.
5. support2holland is exclusively liable for direct damage.
6. Direct damage is interpreted as the reasonable costs of determining the cause and extent of the damage, as far as the termination is about the damage in the sense of the conditions, the eventual reasonable costs made to answer the inadequately performance of support2holland to the contract , as far as the client is able to answer to the contract as far as these can be put on the account of inHOLLAND and reasonable costs, made in order to prevent or limit damage, as far as the client shows that these costs have lead to limitation of damage, as far as the client shows that these costs have lead to limitation of damage, as mend in these general conditions. support2holland is never liable for indirect damage, amongst which are included consequence damage, lost income and damage because of company stagnation.
7. The in this article mentioned conditions of liability are not valid if the damage can be blamed to evil intent or rough guilt by support2holland.

Article 10 –Indemnification

1. The client indemnifies support2holland against claims of third parties, who suffer damage as a result of the execution of the contract and which is caused by other reasons and which are not the responsibility of support2holland. If support2holland is held responsible by third parties, the client should for this reason be supporting support2holland in law and outside law and do immediately what can be expected of him. If the client does not take adequate measures support2holland, without proof of default, is authorized to do this. All costs and damage on the side of support2holland and third parties will be put totally on account of the client.

Article 11 Intellectual ownership

1. support2holland reserves the rights and authorities which it is entitled to based on the Copyrights Act and other intellectual legislation and rules. support2holland is entitled to use the gained knowledge during the execution for other purposes as far as no strictly confidential client information is passed on to third parties.

Article 12 Applicable law and disputes

1. For all contracts between support2holland and the client the Dutch law is exclusively applicable.
2. The judge in the place of residence of support2holland is exclusively authorized to take note of disagreements, unless the law makes it imperative. Nonetheless support2holland has the right to bring the case before an according to the law authorized judge.
3. The parties will consult the judge only after having done their utmost to settle the disagreement amongst one another.

Article 13 Location and change of terms and conditions

1. These conditions can be found on the website of support2holland.
2. The Dutch text of the Standard Terms and Conditions is constantly determined for the explanation of these conditions.