GENERAL TERMS AND CONDITIONS SSP consultancy

(Chamber of Commerce / KvK no. 58096051)

Article 1. Definitions

Contractor: The consultancy firm using these general terms and conditions and performing advisory or consultancy work.

Client: The natural person or legal entity that has awarded a contract to Contractor to perform work.

Agreement: Any arrangement or agreement between Client and Contractor for the provision of services.

Work / Services: All work performed by Contractor for the benefit of Client, including advice, project management, interim management, and interim consultancy.

Article 2. Applicability

These general terms and conditions apply to all quotations, offers, work, agreements, and deliveries of services by or on behalf of Contractor.

Deviations from these terms and conditions are only valid if they have been explicitly agreed upon in writing.

The applicability of any purchasing or other terms and conditions of Client is explicitly rejected.

Article 3. Quotations and Conclusion of Agreement

All quotations and offers from Contractor are non-binding, unless a deadline for acceptance is specified in the quotation.

The agreement is concluded at the moment that the quotation or order confirmation signed by Client has been received by Contractor, or at the moment that Contractor has actually commenced the execution of the work.

Article 4. Execution of the Assignment (Best-Efforts Obligation)

Contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

The obligation of Contractor explicitly constitutes a best-efforts obligation and explicitly not an obligation of result. Contractor does not guarantee that the result intended by Client will be achieved.

Contractor has the right to have certain work performed by third parties, after consultation with Client.

Article 5. Cooperation and Provision of Information by Client

Client ensures that all data, documents, information, and cooperation which Contractor indicates are necessary, or which Client should reasonably understand to be necessary for the execution of the agreement, are provided to Contractor in a timely manner and in the desired form.

Client warrants the accuracy, completeness, and reliability of the data and information provided by Client to Contractor.

If the information required for the execution of the agreement is not provided or not provided in time, Contractor has the right to suspend the execution of the agreement and/or to charge Client for the additional costs resulting from the delay according to the customary rates.

Article 6. Fee and Payment

All rates are exclusive of VAT, travel expenses, accommodation costs, and other assignment-related expenses, unless agreed otherwise in writing.

Payment must be made within 30 days of the invoice date into a bank account to be designated by Contractor.

If Client fails to pay within the agreed period, Client is in default by operation of law. Client shall then owe a contractual interest rate of 1% per month (or the statutory commercial interest rate if higher), as well as extrajudicial collection costs of 15% over the outstanding amount with a minimum of €150.

Contractor is entitled to suspend the work if invoices are not settled within the payment period.

Article 7. Limitation of Liability

Contractor is exclusively liable for direct damage resulting directly and solely from an attributable failure in the execution of the assignment.

The total liability of Contractor due to an attributable failure to perform the agreement is in all cases limited to a maximum of the fee (excluding VAT) agreed for that specific assignment. For assignments with a duration longer than six months, liability is limited to the invoice amount over the last three months.

In no event shall Contractor's total liability exceed the amount paid out in the relevant case under Contractor's professional liability insurance.

Exclusion of indirect damage: Contractor is never liable for indirect damage, including consequential damage, lost profits, missed savings, damage to reputation, delay damage, loss of data, or damage due to business interruption.

The limitations of liability included in this article do not apply if the damage is the result of intent or deliberate recklessness on the part of Contractor or its management.

Article 8. Intellectual Property

All documents provided by Contractor, such as advice, reports, models, templates, working methods, presentations, and software, are intended solely for use by Client and remain the intellectual property of Contractor.

Client is not permitted to reproduce, disclose, exploit, or provide these documents or methods to third parties without the prior written consent of Contractor.

Article 9. Confidentiality

Both parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or from another source in the context of their agreement.

Information is considered confidential if communicated by the other party or if this arises from the nature of the information.

Article 10. Non-solicitation of Personnel

During the term of the agreement and for one (1) year after termination thereof, Client shall not employ or directly work with employees or third parties engaged by Contractor who were involved in the execution of the assignment, except with prior written consent of Contractor.

In the event of a breach of paragraph 1, Client shall forfeit an immediately payable penalty of €25,000 per violation, without prejudice to Contractor's right to claim full damages.

Article 11. Complaints and Claims

Complaints regarding the work performed or invoices must be reported to Contractor in writing and with reason within 14 days after discovery, but at the latest within 30 days after completion of the relevant work.

Submitting a complaint does not suspend Client's payment obligation.

Any claim for compensation or repair shall definitively lapse if it is not brought before a court by Client within one (1) year after it arises.

Article 12. Force Majeure and Early Termination

If Contractor is unable to fulfill obligations under the agreement due to force majeure, these obligations shall be suspended for as long as the force majeure situation continues.

Force majeure includes: illness of the consulting professional, non-delivery of services by suppliers, network failures, or government measures.

Both parties may terminate the agreement early in writing subject to a notice period of 30 days. In the event of early termination by Client, the fee for work already performed and scheduled remains payable.

Article 13. Applicable Law and Disputes

All legal relationships to which Contractor is a party shall be governed exclusively by Dutch law.

Disputes arising from or related to the agreement shall in the first instance be submitted exclusively to the competent court in the district where Contractor is established in Maastricht.