

General terms and conditions

Pertaining to agreements made by
Windsheim University of Applied Sciences
concerning services, product development and supply.

Article 1 Definitions

In these conditions, the following definitions shall apply:

- a. Client: the natural or legal person who has ordered Windesheim to provide one or multiple services, e.g. to conduct research, provide teaching, training and courses, consulting, organize seminars, conferences and/or to develop and/or supply products.
- b. Windesheim: The *Stichting Christelijke Hogeschool Windesheim*, acting in the name of Windesheim University of Applied Sciences in Zwolle, the contractor.

Article 2 Quality

Windesheim will execute the assignment to the best of its abilities and knowledge, in compliance with at least equal criteria and standards to those normally applicable to work undertaken by Windesheim for Windesheim University of Applied Sciences itself.

Article 3 Quotations

All quotations issued by Windesheim should be classified as offers leading to an agreement by acceptance. The signed quotation returned to Windesheim is deemed to be proof of acceptance by the client. Windesheim will send the client written confirmation of acceptance.

Article 4 Modifications

Modifications, additions and/or extensions of these conditions shall be binding only if agreed by parties in writing.

Article 5 Secrecy

- a. Subject to any statutory disclosure obligation, Windesheim is obliged to keep secret both during and after the agreement all information received under the agreement and the confidentiality of which is or should be obvious, unless the client has given written consent prior to disclosure.
- b. Windesheim guarantees, insofar as this may reasonably be required, that its employees' conduct is in accordance with the rule specified under a.
- c. Windesheim's duty of secrecy ends 2 years after termination of the agreement.

Article 6 Intellectual property law

- a. With the exception of training programmes and courses provided by Windesheim, the client is the proprietor of the know-how and has the exclusive right to effect international registrations and to submit applications in his name and for his account in all countries, with a view to obtaining intellectual property rights thereof, indicating the names of authorized persons under the relevant legislation. The client is the copyright holder of works produced under the agreement.
- b. If the client is granted a right of intellectual property of knowledge, data or results obtained under the agreement, he will compensate Windesheim for the loss of that right through payment of a fair sum, considering both the financial importance of the invention protected by said right and the cost of obtaining that right.

Article 7 Payments

- a. The agreed price is exclusive of VAT, unless expressly stated otherwise.
- b. If not agreed otherwise, the price will remain unchanged for the duration of the contract.
- c. If no other payment term has been agreed upon, the client must pay within 30 days of the date of invoice, without discount, deduction or set-off.
- d. The client shall be in default upon the mere expiry of the payment term, without the need for any summons, notice of default or judicial intervention. A delay interest of 1% of the invoice amount is owed for each month or part thereof that the client is in default, without prejudice to Windesheim's power, if it concerns an instalment, to claim instant payment of the outstanding sum.
- e. The client shall pay the costs, both judicial and extrajudicial, to be incurred in respect of the collection procedure. These costs will be calculated based on the graduated calculation of extrajudicial collection costs under the Standardization of extrajudicial collection costs Act and associated Decision on compensation for extrajudicial collection costs.
- f. Without prejudice to the client's payment obligation, Windesheim reserves the right to discontinue, suspend or not resume the provision of services, development and/or supply of products if the client has not met his payment obligations, without Windesheim being obliged to pay any compensation.

Article 8 Termination of the agreement

- a. The agreement can be terminated by registered letter only.
- b. If the client terminates the agreement more than a month prior to the provision of services or the start of the development and/or supply of products by Windesheim, the client shall be obliged to pay 25% of the agreed sum.
- c. If the client terminates the agreement within a month of the provision of services or the start of the development and/or supply of products by Windesheim, the client shall be obliged to pay 50% of the agreed sum. If the client terminates the agreement during the provision of services or the development and/or supply of products by Windesheim, the client shall be obliged to the agreed sum in full.

Article 9 Complaints

- a. Upon termination of the provision of services and/or goods by Windesheim, the client may complain about instantly observable shortages by registered letter within 14 days.
- b. So long as the client and Windesheim have not resolved the complaint satisfactorily, the client's obligation to pay Windesheim in full stands.

Article 10 Liability

- a. Windesheim is liable only for damages that are the direct and instant result of a culpable failure by Windesheim in the execution of the agreement.
This liability shall be limited to a maximum amount equal to the agreed price of the services and/or products to be provided by Windesheim.
- b. For damages resulting from the use of services, products or advice provided by Windesheim as a result of the agreement or for damage caused by products or advice or upon the provision of services and/or products by people hired by Windesheim, Windesheim shall be liable only in the event of intent and/or gross negligence on the part of Windesheim and/or parties hired by Windesheim to help implement the agreement.
- c. The client will never hold any staff member hired by Windesheim personally liable.
- d. The client indemnifies Windesheim against all claims by third parties in respect of damage suffered by these third parties resulting from the agreement between the client and Windesheim, unless there is intent and/or gross negligence on the part of Windesheim.

Article 11 Disputes

- a. Dutch law shall be applicable to all agreements with Windesheim.
- b. For disputes that cannot be settled by mutual agreement, the District Court in Zwolle shall be the competent court.

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Chamber of Commerce registration no.: 53815033

Disclaimer:

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