

Terms and Conditions – IMeTech Engineering

Article 1 – Definitions

- 1.1. Contractor: IMeTech Engineering, established in Aalten, registered with the Chamber of Commerce under number 97538612.
- 1.2. Client: The natural or legal person who enters into an agreement with Contractor.
- 1.3. Agreement: The written or verbal arrangement between Contractor and Client regarding the delivery of services and/or products.

Article 2 – Applicability

- 2.1. These terms and conditions apply to all quotations, orders and agreements between Contractor and Client, unless otherwise agreed in writing.
- 2.2. Deviations from these terms are only valid if they have been expressly agreed in writing.

Article 3 – Quotations and conclusion of agreement

- 3.1. All quotations from Contractor are non-binding and valid for 30 days, unless otherwise stated.
- 3.2. An agreement is concluded when Client agrees to the quotation in writing or verbally, or when Contractor begins executing the work.

Article 4 – Execution of the assignment

- 4.1. Contractor will execute the assignment to the best of their knowledge and ability, in accordance with the requirements of good workmanship.
- 4.2. Client is responsible for timely provision of all necessary data and materials.
- 4.3. If during execution of the assignment it becomes apparent that it is necessary to change or supplement the work for proper execution, parties will adjust the agreement in a timely manner and in mutual consultation.

Article 5 – Delivery and completion

- 5.1. Stated terms for delivery or completion are indicative and never fatal terms.
- 5.2. Exceeding a term does not give Client the right to compensation, dissolution of the agreement or suspension of any obligation towards Contractor.

Article 6 – Payment

- 6.1. The payment term is 14 days after invoice date, unless otherwise agreed in writing.
- 6.2. Invoicing takes place after (partial) completion of the assignment, unless otherwise agreed.
- 6.3. In case of late payment, Client is legally in default and owes a late payment interest of 1% per month, as well as extrajudicial collection costs of 15% of the invoice amount with a minimum of €75.
- 6.4. Contractor is entitled to suspend execution of the assignment until full payment has been made.

Article 7 – Liability

- 7.1. Contractor is only liable for direct damage that is the result of intent or gross negligence on the part of Contractor.
- 7.2. Contractor's liability is limited to the amount paid out under Contractor's liability insurance in the relevant case, increased by Contractor's deductible under that insurance.
- 7.3. Contractor is never liable for indirect damage, consequential damage, lost profits, missed savings and damage due to business interruption.

Article 8 – Intellectual property

- 8.1. All intellectual property rights to materials developed or made available by Contractor rest with Contractor, unless otherwise agreed in writing.
- 8.2. Client only acquires a non-exclusive and non-transferable right of use for the agreed purpose.
- 8.3. Client is not permitted to reproduce, publish or exploit the materials without prior written consent from Contractor.

Article 9 – Confidentiality

- 9.1. Parties are obliged to maintain confidentiality of all confidential information they have obtained from each other or from other sources in the context of the agreement.
- 9.2. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

Article 10 – Privacy and data protection

- 10.1. Contractor processes personal data only in accordance with applicable legislation (GDPR). Data is used exclusively for communication and executing agreements. Personal data is not shared with third parties, unless legally required or necessary for executing the agreement.

Article 11 – Force majeure

- 11.1. Force majeure means any circumstance independent of Contractor's will, which prevents the fulfillment of their obligations towards Client wholly or partially, or which cannot reasonably be expected from Contractor.
- 11.2. In case of force majeure, Contractor's obligations are suspended for the duration of the force majeure situation.

Article 12 – Complaints and disputes

- 12.1. Complaints about the work performed must be reported in writing to Contractor by Client within 14 days after discovery, but at the latest within 30 days after completion of the relevant work.
- 12.2. If a complaint is justified, Contractor will still perform the work as agreed, unless this has meanwhile become demonstrably pointless for Client.
- 12.3. Dutch law applies to all agreements between Contractor and Client.
- 12.4. Disputes will be submitted to the competent court in the district where Contractor is established.

Article 13 – Final provisions

- 13.1. Contractor is entitled to change these terms and conditions. The changed terms take effect when they are communicated to Client.
- 13.2. If a provision of these terms and conditions proves to be void, this does not affect the validity of the other provisions.