

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

1. In these general terms and conditions, the following terms have the following meaning, unless expressly indicated otherwise:
 - 2BHonest B.V.: the user of these general terms and conditions. Hereinafter to be called 2BHonest or the agency.
 - Client: the client of 2BHonest B.V..
 - Assignment: the relevant agreement between 2BHonest and clients, which describes, among other matters, the services to be provided or the work to be done.

Article 2 Applicability of General Terms and Conditions

1. These general terms and conditions apply to all quotations, work, and assignments between 2BHonest or their legal successors. Standard terms and conditions only apply if these have been accepted by 2BHonest, with written confirmation.
2. Changes of the assignment or the general terms and conditions are only valid if and insofar as these have been agreed to in writing by authorised representatives of both parties.

Article 3 Creation of an Assignment

1. Quotations are based on information that has been provided by client to the agency up to the quotation date. Client assures that all information essential to the setting up and carrying out of the assignment has been provided to the agency.
2. The assignment is created in accordance with the agreed rate after written acceptance by client of the quotation issued by 2BHonest.
3. The agency has the right to engage third parties for the performance of the assignment.
4. The scope of Section 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded from all services provided by 2BHonest.

Article 4 Rights and Obligations of 2BHonest

1. The agency will commit to carry out the assignment to the best of its knowledge and ability, in accordance with the requirements of proper professionalism and of applicable guidelines and standards in the field of sustainability and circularity.
2. The agency and client will regularly consult with each other about the state of affairs and the way in which the assignment is performed during the period in which it is carried out.
3. If upon the acceptance and performance of the assignment facts or circumstances present themselves that (could) negatively influence the progress of the assignment or the result, the agency and client will inform each other of this as soon as possible.
4. If information from client necessary for the performance of the assignment is not made available to the agency in time or in accordance with what has been agreed, or if client in any other way fails to meet its obligations, the agency has the right to suspend the performance of the agreement and charge resulting costs to client according to its usual rates.
5. The agency has the right to replace adviser(s) or employee(s) assigned by it in order to safeguard the continuity and the quality of the assignment.

Article 5 Rights and Obligations of Client

1. The client ensures that:
 - a) the agency is given timely possession of all useful and necessary information, documents, and data that the agency needs for the performance of the agreement;
 - b) the employees of client who are necessary for the performance of the agreement are sufficiently available.

2. Delays to the assignment resulting from not, not timely, or not properly making available desired information and leading to additional costs and/or additional fees for the agency, are to be paid by client.
3. Client will indemnify the agency against claims by third parties (including advisers and employees of the agency) who suffer damages related the performance of the assignment which is the result of actions or failure to act of client or of unsafe situations in their company or organisation.

Article 6 Changing the (substance of the) Agreement

1. If, in the context of the agreement, circumstances occur that were unforeseen at the start of the assignment, a solution will be looked for in mutual consultation and harmony, including, for instance, changing the (substance of the) initial assignment.
2. Client acknowledges and accepts that changes to (the substance of) the agreement (such as changing the scope, method, or approach) may affect the agreed schedule. If changes to (substance of the) agreement are the result of requests or actions of client or other circumstances that can be attributed to client, the agency is allowed to charge any additional work arising from this based on its usual rates or as an additional or separate assignment.

Article 7 Confidentiality

1. Both parties will ensure that information received from the other party of which they know or should know that they are confidential in nature are kept secret, unless a legal obligation imposes sharing of that information. The party receiving the confidential information will only use it for the purposes for which it was provided. Information is considered confidential in any case if it has been labelled as such by either of the parties. Client will, without prior written information from the agency, not communicate with third parties about the approach, method, and equipment of the agency.

Article 8 Duration and Termination of the Assignment

1. The assignment is accepted for the duration of it and will therefore end legally when the assignment has been completed.
2. Client acknowledges that the duration and the schedule of the assignment may be influenced by a variety of unforeseen factors, including but not limited to the quality of the information provided by the client in the context of the assignment and the (level of) availability and effort of client's employees who are involved with the assignment.
3. Parties both have the right to terminate the assignment early in writing, with a notice period of one (1) calendar month applying, if and insofar as one of them demonstrates that the performance of the originally agreed assignment and any supplemental assignments, is significantly hampered or made impossible for valid reasons, and completion of the assignment cannot be reasonably demanded.

Article 9 Fee and Payment

1. After the agreement is concluded, client owes the fee that is listed in the quotation or order confirmation.
2. Other work and services by the agency will, unless agreed otherwise in writing, be charged to client based on time spent and costs incurred.
3. Client must pay all invoices from the agency on the bank account number indicated by the agency within 30 days of the invoice date.
4. Administrative costs are included in the rates and the cost projections based on those, but not travel expenses (for travel expenses an amount of EUR 0.29 per kilometer per team member will be charged to Client), as well as the costs related to the use of large amounts of marketing materials and such.
5. All prices and rates are exclusive of Value Added Tax (VAT) and other duties which are imposed by the government.
6. The agency has the right to, without prior written notice, raise the rate agreed to in the quotation per 1 January of every calendar year based on the average index numbers for collective-agreement salaries and price index numbers of Statistics Netherlands (CBS).
7. Complaints about an invoice or the amount on it or otherwise must be submitted to 2BHonest in writing within 14 days of the invoice date.

8. Failure to pay within the payment period means that the client is legally in default starting the following day, and he will owe the legal interest on the invoice amount. If 2BHonest is forced to take collection measures to collect outstanding invoices, the client will also owe the extralegal costs.

Article 10 Liability

1. The agency and advisers and employees assigned by it are only liable for damages suffered by client that are the direct result of an attributable shortcoming in the performance of the agreement. The agency and advisers and employees assigned by it are in no event liable for consequential damage, lost profit, lost savings and reduced goodwill.
The cumulated liability on whichever legal ground of the agency is in all cases limited to the amount the agency has received from client for its work in the context of the assignment. If the assignment goes on for longer than six months, the above-mentioned cumulated liability is limited to the total amount that the agency has received from client in the context of the agreement in the last six months prior to the damage being created.
2. Condition for the right to any compensation for damages arising is always that client reports the damages to the agency in writing as soon as possible after it is created. Any claim to pay compensation for damages against the agency expires simply through the duration of six (6) calendar months after the claim arises.
3. 2BHonest is not liable for indirect damages suffered by the client, including consequential loss, loss of profits, lost savings, and loss due to business interruption.

Article 11 Intellectual Property Rights

1. The agency grants client the right to only use the supplied materials within or for the agreed purpose.
2. Without prior permission from the agency, client is not allowed to:
 - a) publish the materials or duplicate them in any way outside the circle of people who, within the context of the assignment, are part of the employees directly involved with the assignment; or
 - b) use the materials to bring legal claims.

Artikel 12 – Personal data and confidential information

1. Terms defined in the General Data Protection Regulation (“GDPR”) have the same meaning as in this article 12.
2. The Client shall provide the data subject with the information on the processing of personal data in the course of the engagement as required under the GDPR. The Client will do so within the applicable term under the GDPR.
3. Each of the parties shall inform the other without undue delay after having become aware of a personal data breach in connection with personal data processed during the engagement. The Client and 2BHonest will consult with each other before submitting any notification to supervisory authorities and data subjects.
4. Each of the parties shall inform the other without undue delay after having become aware of an investigation of a supervisory authority in connection with personal data being processed during the engagement.
5. 2BHonest and the Client shall keep all confidential information about each other and in connection with the engagement confidential.
6. Paragraph 5 does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body.
7. 2BHonest will delete all data mentioned in this article within 1 (one) month after termination of the service, except in cases where the law prescribes a longer retention term.
8. In so far as 2BHonest receives confidential information or personal data from the Client, 2BHonest cannot be held liable for (in)direct damage of the Client or of third parties as a consequence of loss of this information, for example in the event of a hack or other unauthorized access. The Client indemnifies 2BHonest against any third party claims as well as any other damages of 2BHonest in connection herewith, including any claims made by third parties and any other damage suffered by 2BHonest in connection with an (alleged) unlawful processing of personal data in the course of the engagement to the extent 2BHonest has received the personal data from the Client or at the Client’s instruction.

Article 12 Concluding Provisions

1. If one of the parties is faced with a situation of force majeure in the meaning of article 6:74 of the Dutch Civil Code, this party will immediately report that to the other party. Parties will then attempt to arrive at a reasonable solution in consultation. If the force-majeure situations lasts for longer than three (3) months, both parties have the right to terminate the agreement via written notice. In the event of force majeure, that which has been performed as a result of the assignment will be settled proportionally, without parties owing anything.

Article 13 Applicable Law

1. Dutch law applies to all disputes related to and/or resulting from the general terms and conditions and/or assignments or agreements to which these general terms and conditions have been declared to apply.
2. All disputes that result from or relate to a legal relationship between parties to which these General Terms and Conditions apply, will initially exclusively be decided by the competent court of the district court in Almere.