

General Terms and Conditions of Dovin Consultancy VOF

(version 1.2 – May 2025)

1. Applicability

- 1.1 These general terms and conditions apply to all offers, assignments, and agreements between Dovin Consultancy VOF and its clients.
- 1.2 Deviations from these terms are only valid if agreed upon in writing.

2. Offers and Prices

- 2.1 All offers from Dovin Consultancy VOF are non-binding unless otherwise agreed in writing.
- 2.2 Prices are in Euro's and exclusive of VAT and any additional costs unless otherwise indicated.
- 2.3 Dovin Consultancy VOF reserves the right to change prices.

3. Payments

- 3.1 Invoices must be paid within 14 days of the invoice date unless otherwise agreed in writing.
- 3.2 In case of late payment, the client owes statutory interest.
- 3.3 All collection costs are borne by the client.
- 3.4 All invoices have a payment term of 14 days, after which the client is in default without further notice of default.
- 3.5 In case of default, Dovin Consultancy VOF is entitled to increase the invoice by 15% collection costs, without having to prove that costs have actually been incurred up to that amount.
- 3.6 The client is also liable for interest equal to the statutory interest plus 5%.
- 3.7 In case of default, Dovin Consultancy VOF is entitled to suspend the work under the assignment until the default has been remedied.

4. Delivery of Services

- 4.1 Dovin Consultancy VOF delivers services in accordance with the agreements in the contract.
- 4.2 The client must provide all necessary information in a timely manner to enable the service delivery.
- 4.3 Delays due to the client's failure to provide timely information are the client's responsibility.

5. Ownership and Intellectual Property Rights

5.1 All intellectual property rights on delivered advice, reports, and other materials remain with Dovin Consultancy VOF unless otherwise agreed in writing.

5.2 The client obtains a limited right of use and may not reproduce or disclose the provided materials without prior written permission from Dovin Consultancy VOF.

6. Liability

6.1 Dovin Consultancy VOF is not liable for indirect damage, including consequential damage, lost profit, or damage due to business interruption.

6.2 The liability of Dovin Consultancy VOF is limited to the amount paid out under its liability insurance. If no payment is made, liability is limited to the invoice amount of the relevant assignment.

6.3 Any claim for damages expires if not submitted in writing within 12 months of discovery.

7. Force Majeure

7.1 In case of force majeure, Dovin Consultancy VOF has the right to suspend or dissolve the agreement without being liable for damages.

7.2 Force majeure includes circumstances beyond the reasonable control of Dovin Consultancy VOF, such as natural disasters, pandemics, strikes, or IT disruptions.

8. Termination of the Agreement

8.1 Both parties can terminate the agreement in writing with a notice period of one year unless otherwise agreed.

8.2 If the client fails to meet its obligations, Dovin Consultancy VOF has the right to terminate the agreement with immediate effect.

9. Privacy and Data Protection

9.1 Personal data of clients are processed in accordance with applicable laws and Dovin Consultancy VOF's privacy policy.

9.2 Clients have the right to access, correct, or delete their data.

10. Disputes and Applicable Law

10.1 All agreements are governed by Dutch law.

10.2 Disputes will be resolved as much as possible through mutual consultation. If this fails, disputes will be submitted to the competent court in the Netherlands.

Contact Information

- **Company Name:** Dovin Consultancy VOF
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