



General Terms and Conditions

Terms for Delivery

Van der Linden Consulting BV

Version	1.2
Status	Published
Date	Nov 16, 2025



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GENERAL TERMS

1. Definitions

1. In these General Terms and Conditions, the following definitions shall apply:

Terms and Conditions:	These terms
Agency:	Van der Linden Consulting BV
Client:	the party contracting or seeking to contract with the agency
Assignment:	any agreement between the agency and the client to provide products and services to the client
Quote:	any oral or written offer by the agency to enter into a contract with it
Materials:	all reports, opinions, results, drawings, software, databases, concepts, presentations, and other tangible objects developed by the agency as part of the assignment.

2. Applicability of Terms and Conditions

1. The general terms and conditions shall apply to all offers, quotations, assignments, work, agreements and legal acts whereby the agency provides goods and/or services of any kind to the Client.
2. The applicability of purchasing or other terms and conditions of the Client is expressly rejected.
3. Amendments to the order or the general terms and conditions are valid only if and insofar as they are agreed in writing by authorized representatives of both parties.
4. Failure to enforce any of the provisions contained in these terms and conditions and in any other document, or failure to exercise an option to terminate, shall not be construed as a waiver or implied consent, and shall not affect the validity of these terms and conditions or any other agreement or part thereof, or the right thereafter to enforce all of the provisions.

3. Formation of assignment

1. An offer from the agency is always without obligation unless otherwise expressly stated and shall be valid for four weeks unless otherwise stated in writing.
2. Quotations are based on the information provided to the agency by the client up to the quotation date. Client warrants that all information essential to the design and execution of the assignment has been provided to the agency. The agency is not responsible or liable for the accuracy and completeness of the information provided by the client and its use.

3. The assignment is established according to the agreed rate after written acceptance by the client of the quotation issued by the agency. If the quotation is not confirmed by the client in any way and the agency nevertheless proceeds to carry out the assignment with the client's consent, the contents of the quotation shall be considered as agreed between the parties.
4. The agency has the right to engage third parties in the performance of the assignment.
5. Unless otherwise stipulated in writing, the client will reimburse the agency for preparation costs in the event that it does not commission services and/or supply products.

4. Rights and obligations of the agency

1. The agency will make every effort to perform the assignment to the best of its knowledge and ability, in accordance with the requirements of good workmanship and the rules of conduct of the Dutch Association of Organizational Experts and Consultants (Orde van Organisatiekundigen en -Adviseurs). However, the agency cannot guarantee that the client's objective or intended result of the assignment will be achieved.
2. During the execution of the assignment, the agency and the client will hold regular consultations on the state of affairs and the manner in which the assignment is being carried out.
3. If, during the acceptance and execution of the assignment, facts or circumstances arise that (may) negatively affect the progress of the assignment or the result thereof, the agency and the client will notify each other as soon as possible.
4. If the information necessary for the execution of the assignment originating from the client is not available to the agency in time or in accordance with the arrangements, or if the client fails to fulfill its obligations in any other way, the agency shall be entitled to suspend the execution of the assignment and to charge the client for the costs incurred as a result in accordance with its usual rates.
5. The agency has the right to replace its assigned consultant(s). The agency will make every effort to use substitute(s) of the same level to ensure continuity and quality of the assignment to the extent possible.

5. Rights and obligations of client

1. The client ensures that:
 - (a) the agency receives timely possession of all useful and necessary information, documents and data required by the agency to perform the assignment;
 - (b) all facts and circumstances relevant and necessary to the assignment, including those arising from changes in the client's policy and/or organization and changes in its immediate (market) environment, are reported to the agency as soon as possible, so that the agency can properly take them into account in the execution of the assignment;
 - (c) the client's employees involved in carrying out the assignment are sufficiently available and deployable;
 - (d) the agency's consultant(s) shall, unless explicitly agreed otherwise, be provided with a dedicated workstation at the client's premises at first request, free of charge, equipped with functioning telecommunications capabilities.
2. The client shall safeguard the agency against claims from third parties (including consultants and employees of the agency) who, in connection with the execution of the assignment, suffer damage resulting from the client's acts or omissions or from unsafe situations in his company or organization.

3. The client shall safeguard and indemnify the agency and the consultants and employees it engages from and against all possible claims, by whatever name and on whatever basis, of the Tax Authorities and/or the Employee Insurance Administration (UWV) to withhold and/or remit taxes and/or social security contributions, including the interest accruing thereon and any administrative penalties, in connection with the work performed by the agency and the consultants and employees it engages.

6. Adjustment of the (content of the) assignment

1. If circumstances arise within the scope of the assignment that were not foreseen at the start of the assignment, a solution will be sought in mutual consultation and in good harmony, including, for example, adjustment of the (content of the) initial assignment.
2. Client acknowledges and accepts that adjustments to (the content of) the assignment (e.g. change in scope, method or approach) may affect the agreed schedule. If adjustment of (the content of) the assignment is the result of requests or actions of the client or other circumstances attributable to the client, the agency shall be entitled to charge any resulting additional work as an additional or separate assignment based on its usual rates.

7. Confidentiality

1. Both parties shall ensure that all information received from the other party that is known or should be known to be of a confidential nature shall remain secret, unless a legal duty requires disclosure of that information. The party receiving confidential data will use it only for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by either party. Client shall not, without prior written consent of the agency, disclose to third parties the agency's approach, methods and materials.

8. Duration and termination of assignment

1. The assignment is entered into for its duration and will therefore terminate by law when the assignment is completed.
2. The client acknowledges that the duration and schedule of the assignment may be affected by all kinds of unforeseen factors, including but not limited to the quality of the information provided by the client as part of the assignment and the (degree of) availability and deployment of the client's employees involved in the assignment.
3. The agency will make every effort to complete the assignment within the agreed schedule. However, this schedule and the (partial) deadlines it contains can never be considered as deadlines. Other than in the event of intent or gross negligence on the part of the agency, exceeding the schedule and the (partial) deadlines contained therein shall not entitle the client to dissolve or terminate the assignment in whole or in part, nor to compensation for any damage suffered by the client as a result.
4. The parties shall both have the right to terminate the assignment in the interim in writing, with a notice period of one (1) calendar month, if and insofar as one of them thereby demonstrates that the execution of the originally agreed assignment and any additional assignments is rendered significantly difficult or impossible for weighty reasons and completion of the assignment cannot reasonably be required.

5. Client shall, in the event of termination of the assignment for any reason, promptly and fully reimburse the agency for all work performed up to that point in connection with the assignment. All invoices already sent to Client, shall remain due in full and shall become immediately payable at the time of termination.
6. When terminating an assignment prematurely for any reason, the client shall in any event be indebted for the first 50% of the agreed price and the agency shall also be entitled to charge for its other work at its hourly rate if it has already performed more than 50% of the work to be performed.
7. Each party is entitled to terminate the contract, in whole or in part, with immediate effect and without judicial intervention, if with respect to the other party::
 - (a) a petition for bankruptcy has been filed;
 - (b) suspension of payment has been filed;
 - (c) liquidation or discontinuation of the business takes place or;
 - (d) a significant portion of the other party's assets has been seized.
8. In the event of termination, the agency shall never be obliged to refund any payments already received or to indemnify the client.
9. If the agency has made items available to the client in the performance of the agreement, the client shall be obliged to return the delivered items in their original condition, free of defects and in their entirety within three working days after the termination or dissolution of the agreement. If the client fails to fulfill this obligation, all resulting costs shall be borne by the client and the agency shall be entitled to recover from the client the resulting damages, including replacement costs.

9. Rates and costs

1. The agency's work and services performed, unless otherwise agreed in writing, will be charged to the client on the basis of time spent and costs incurred. Unless otherwise agreed upon in writing, the agency will send an invoice or advance invoice once a month. In the case of delivery of products, an invoice will be sent upon or after delivery of these products.
2. The agency's rates and cost estimates based thereon shall include all costs such as regular agency fees and travel expenses to the client's business location(s) and lodging expenses, unless otherwise agreed in writing. Travel time for third party visits on behalf of the client will be charged at the regular rate. The costs of any foreign travel, special materials, large runs of materials (more than agreed upon between the parties) and additional expenses for visits to third parties on behalf of the client will be charged to the client separately. For products, the applicable price lists or quoted prices shall apply. The costs of third parties to be incurred by the agency for the benefit of the assignment shall be charged to the client upon presentation of invoices.
3. All prices and rates are exclusive of sales tax (VAT) and other government levies. Obvious errors in the quotation may be corrected even after the formation of the agreement. Interim changes that require the agency to adjust rates or prices will be charged to the client no more than once every six months.

10. Payments

1. Client shall always pay all invoices originating from the agency within 14 days of the invoice date to the account number specified by the agency.

2. If client fails to pay the amounts due on time or in full, client shall, without any prior notice, be due by virtue of such delay in its fulfilment of the amount due by it interest at the legal rate on that amount from the invoice date.
3. If the client continues to fail to pay the claim even after a reminder, the agency may pass on the claim for collection, in which case the client shall, in addition to the total amount then due, also be obliged to pay all judicial and extrajudicial costs, including costs calculated by external experts in addition to the costs established in court.
4. The agency has the right, before fulfilling any obligations on its part, to require full payment and/or adequate security for fulfillment by the client if, in the agency's judgment, it is likely that the client will not or will not be able to fulfill its obligations on time or in full.

11. Liability

1. The agency and the consultants and employees it engages are liable only for damages suffered by the client that are the direct result of an attributable failure in the performance of the assignment. The aforementioned contractual liability of the agency and liability on any other account shall in all cases be limited to the amount that the agency received from the client for its work under the assignment. If the assignment continues for more than six months, the liability referred to above shall be limited to an amount equal to the total amount received by the agency from the client in connection with the assignment during the last six months before the damage occurred.
2. The agency shall not be liable for damages suffered by the client or any third party as a result of the application or use of the materials and/or the results of the work. The client shall indemnify the agency and consultants, employees and third parties engaged by the agency in connection with the assignment for all damages referred to in this paragraph.
3. The agency's liability for attributable failure to perform an agreement shall arise only if the client gives the agency immediate and proper notice of default in writing, setting a reasonable period to remedy the failure, and the agency remains attributable in breach of its obligations even after that period. The notice of default should contain as detailed a description of the deficiency as possible that allows the agency to respond adequately.
4. The agency shall not be liable for consequential, trading or indirect damages of the client resulting from the failure of the agency to perform, or to perform in a timely manner, or to perform properly.
5. The limitations of liability set forth in this Article 11 shall not apply if and to the extent of willful misconduct and/or gross negligence on the part of the agency.
6. A condition for the occurrence of any right to compensation is always that the client reports the damage to the agency in writing as soon as possible after its occurrence. Any claim for damages against the agency shall expire by the mere expiration of six (6) calendar months after the claim arises.

12. Intellectual Property Rights

1. Unless the agency and the client have expressly agreed otherwise in writing, the agency is and shall remain the full and exclusive owner of the (intellectual) property rights (including but not limited to: copyrights, personality rights, design rights and database rights) vested in the materials.
2. The agency grants the client the right to use the materials exclusively within and for the benefit of its own organization, but only after the client has fulfilled all its (payment) obligations under the assignment.

3. Without prior written permission from the agency, the client is not permitted: a) to make the materials available for inspection, disclosure or reproduction in any manner whatsoever outside the circle of persons who, within the scope of the assignment, are employees directly involved in the assignment; or (b) use the Materials (in whole or in part) for the purpose of making legal claims, litigation, or for advertising or recruiting purposes.

13. Rules of conduct Dutch Order of Organizational experts and Consultants

1. In carrying out the assignment, the organizational consultant deployed by the agency shall adhere to the professional rules of conduct contained in the Code of Conduct of the Dutch Association of Organizational Experts and Consultants. This Code of Conduct will be sent free of charge by the agency upon request of the client and can also be accessed through the ooa.nl website. If the client is of the opinion that the organizational consultant deployed by the agency does not comply with this code of conduct, the client has the option of submitting its complaint to the Supervisory Committee.

14. Final Provisions

1. If one of the parties is affected by a situation of force majeure within the meaning of Article 6:74 of the Dutch Civil Code, that party shall immediately notify the other party. The parties will then try to reach a reasonable solution by mutual agreement. If the force majeure situation continues for more than three (3) months, both parties have the right to terminate the agreement by written notice. Subject to the provisions of the preceding sentence, the client is not authorized to terminate the agreement due to force majeure. What has already been delivered as a result of the assignment shall be settled proportionately in the event of force majeure, without the parties otherwise owing each other anything. The agency is not liable to pay damages to the client or obligation suspended for the duration of the force majeure.

15. Applicable law and dispute resolution

1. Dutch law shall apply to all disputes related to and/or arising from the general terms and conditions and/or assignments or agreements to which these general terms and conditions have been declared applicable. Even if all or part of an obligation is performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. In the event of disputes between the client and the agency, the parties shall first attempt to settle the dispute amicably. All disputes that cannot be resolved amicably will be submitted exclusively to the competent court in the agency's jurisdiction, unless the law expressly designates another court as having jurisdiction.