



General terms and conditions Co-operative Green Team Consultancy + UA, trading under the name GTC+

1. Definitions

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

1. terms and conditions: co-operative: Client: assignment: quotation: materials: the present provisions; Green Team Consultancy +, trading under the name GTC+
2. the party that contracts or intends to contract with the co-operative;
3. any agreement between the co-operative and the Client to deliver products and services to the Client; any verbal or written offer from the co-operative to enter into an assignment with it; all reports, advice, results, drawings, software, databases, concepts, presentations and other material objects developed by the co-operative in the context of the assignment.

2. Applicability of General Terms and Conditions

1. The general terms and conditions apply to all offers, tenders, assignments, work, agreements and legal acts whereby the co-operative delivers goods and / or services of any kind to the Client.
2. The applicability of the Client's purchase or other conditions is expressly rejected.
3. Changes to the assignment or the general terms and conditions are only valid if and insofar as they have been agreed in writing by authorised representatives of both parties.

3. Basis for quotations

A quotation from the co-operative is free of obligation, unless explicitly stated otherwise.

Offers from the co-operative are based on the information provided by the Client. The Client guarantees that to the best of his knowledge he has provided all essential information for the design and execution of the research. The co-operative will perform the consultancy services to be provided by it to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

This obligation has the character of an 'effort obligation', because the achievement of the intended result cannot be guaranteed.

4. Provision of information, employees and workspace by the Client

In order to ensure that the execution of the assignment runs smoothly and as far as possible according to the timetable, the Client provides all documents and data that the co-operative needs in a timely manner.

This also applies to the provision of employees of the Client's own organisation who are or will be involved in the activities of the co-operative.

If the co-operative requests this, the Client will provide the co-operative, at its location, with its own workspace with telephone connection and, if desired, a data network connection, all free of charge.

5. Involving third parties in the execution of the assignment

Involvement or engagement of third parties in the execution of the assignment by the Client or by the co-operative takes place exclusively in mutual consultation.

6. Staff

6.1 Change of advice team

The co-operative may, in consultation with the Client, change the composition of the advisory team if it believes that this is necessary for the execution of the assignment. The change must not reduce the quality of the advisory services to be provided, nor adversely affect the continuity of the assignment. A change in the advisory team can also take place at the request of the Client in consultation with the co-operative.

6.2 Liability

Any liability of Green Team Consultancy +, which has accepted the assignment, for any shortcoming of third party (s) engaged by Green Team Consultancy + or the Client or involved in it, is excluded.

7. Rates and costs of the assignment

With regard to the rates and the cost estimates based thereon, the quotation indicates whether the costs are secretarial, travel hours, travel and accommodation costs other assignment-related costs. Insofar as these costs are not included, they can be calculated separately. An interim change in the level of wages and costs that the co-operative requires to adjust or other aforementioned cost reimbursements will be passed on. No interest costs are included in the fee, unless stated otherwise in the quotation.

8. Payment terms

The fee and the costs as mentioned in Article 7, which are not included in the rates, are charged monthly in the form of an (advance) invoice. Payment must be made within 30 days after the invoice date.

After that due date the legal interest will be charged, without notice of default being required. If payment is not made, the co-operative can suspend the execution of the assignment by relying on the uncertainty exception.

If the Client is in default or fails in some other way to meet one or more of his obligations, then all reasonable costs for obtaining satisfaction are for his account, both judicial and extrajudicial.

If the assignment has been issued by more than one Client, all Clients are jointly and severally liable for the fulfilment of the obligations as indicated in this article (regardless of the name of the declaration).

9. Modification of the assignment or additional work

The Client accepts that the time schedule of the assignment can be influenced if the parties agree in the meantime to extend or change the approach, method or scope of the assignment and / or the resulting work. If the interim change in the assignment or assignment execution arises through the fault of the Client, the co-operative will make the necessary adjustments if the quality of the service requires this. If such an adjustment leads to additional work, this will be confirmed to the Client as an additional assignment.

Changes to an agreement are only valid if they have been made in writing and both parties have consented to the changes.

10. Duration and conclusion of the assignment

In addition to the effort of the advisory team, the duration of the assignment can be influenced by various factors, such as the quality of the information that the co-operative receives and the cooperation that is provided. Therefore, the co-operative cannot state exactly in advance how long the lead time for carrying out the assignment will be.

In financial terms, the assignment is concluded as soon as the final statement has been approved by the Client. The Client must inform the co-operative of this within a period of 30 days after the date thereof. If the Client does not respond within this period, the final bill will be deemed to have been approved.

If the Client wishes a check by a chartered accountant on the declaration of the co-operative, cooperation will be provided. The costs of such an inspection are added to the account of the Client.

11. Premature termination of the assignment

The parties can prematurely terminate the agreement unilaterally if one of them is of the opinion that the execution of the order can no longer take place in accordance with the confirmed quotation and any later additional order specifications. This must be made known to the other party in writing and with reasons. If the Client has proceeded to premature termination, the co-operative is entitled to compensation because of the loss of capacity that has arisen and that can be made plausible, based on the average monthly invoice amount until then.

The co-operative may only make use of its power to prematurely terminate if, as a result of facts and circumstances that are beyond its control or cannot be attributed to it, completion of the assignment cannot reasonably be required. The co-operative thereby retains the right to payment of the invoices for work carried out up to then, whereby the provisional results of the work carried out up to then will be made available to the Client subject to reservation. Insofar as this entails additional costs, these will be charged.

In the event that one of the parties is in a state of bankruptcy, applies for a moratorium on payments or ceases operations, the other party has the right to terminate the assignment without observing a notice period, all subject to rights.

12. Intellectual Property

Models, techniques, instruments, including software, that have been used for the execution of the assignment and that are included in the advice or research result are and remain the property of the co-operative.

Publication can therefore only take place after obtaining permission from the co-operative. The Client of course has the right to multiply documents for use in his own organisation, as far as appropriate for the purpose of the assignment. In the event of premature termination of the assignment, the foregoing applies mutatis mutandis.

13. Confidentiality

The co-operative is required to maintain the confidentiality of all information and data from the Client vis-à-vis third parties. In the context of the assignment, the co-operative will take all possible precautions to protect the interests of the Client. The Client will not disclose to third parties about the approach of the co-operative, its working method, similar confidential information relating to the work of the co-operative, or make its report available to third parties without the consent of the co-operative.

14. Liability

The co-operative is liable for the shortcomings in the execution of the assignment, insofar as these are the result of the co-operative's failure to observe due care, expertise and professionalism that may be used when issuing advice in the context of the assignment in question. The liability for damage caused by the shortcomings is limited to the amount of the fee that the co-operative has received for its work in the context of that assignment. For assignments with a lead time longer than six months, a further limitation of the liability referred to here applies to a maximum of the invoice amount for the last six months.

Any claims from the Client in the sense referred to here must be submitted within one year after discovering the damage, failing to submit within this time period results in the Client no longer able to submit a case for damages.

15. Complaints

1. Possible complaints can only be handled if they have been received in writing within one (1) month after discovering them.
2. Complaints can only be handled if the nature and grounds of the complaints are precisely stated.
3. Complaints regarding an invoice must be submitted in writing to Green Team Consultancy + within fourteen (14) days after the date of that invoice.
4. If a complaint has not been submitted to Green Team Consultancy + within the applicable period or not in the prescribed manner, the goods delivered by it will be deemed to have been delivered, to comply fully with the assignment and to be unconditionally accepted and approved by the Client.
5. The submission of a complaint never relieves the Client from his payment obligations towards Green Team Consultancy +.

16. Force majeure (non-attributable shortcoming)

1. If Green Team Consultancy + is prevented by force majeure from fulfilling any obligation towards the Client, and in the opinion of Green Team Consultancy + the force majeure situation is of a permanent or long-term nature, the parties may make an arrangement regarding the dissolution of the agreement in accordance with the law .
2. If Green Team Consultancy + is prevented by force majeure from fulfilling any obligation towards the Client and in the opinion of Green Team Consultancy + the force majeure situation will be temporary or transient, Green Team Consultancy + will be entitled to suspend performance of the agreement for an agreed time or suspend until the circumstance, cause or event that causes the force majeure situation no longer occurs.
3. Force majeure is considered to be any circumstance, cause or event, wherever occurring, which impedes the correct full or timely fulfilment of any commitment of Green Team Consultancy + temporarily or permanently, makes it impossible or makes it unreasonably onerous, and which circumstance cause or event Green Team Consultancy + cannot reasonably occur or is partly outside the sphere of influence of Green Team Consultancy + or over which Green Team Consultancy + cannot exercise any influence. This also includes the resignation or illness of a member or members of the co-operative.
4. Green Team Consultancy + is entitled to demand payment in respect of all that has been performed by or on behalf of it for the performance of the agreement with the Client before the force majeure circumstance, cause or event occurred or has appeared.

17. Applicable law and dispute settlement

1. Dutch law applies 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.
2. In the event of disputes between the Client and the co-operative, the parties will first try to settle the dispute amicably. All disputes that cannot be settled amicably will only be submitted to the competent court in Amsterdam.