

# Crunch & Huntening Terms & Conditions

Version 2023-10-16

## I Applicability

1. These General Terms and Conditions apply to every offer, assignment, or agreement in respect of advice, services to be provided or training to be provided by Crunch & Huntening (further referred to in this document as C&H). Any amendment to these General Terms and Conditions must be agreed in writing.
2. Our terms and conditions are binding, unless expressly agreed otherwise.

## II Offer

3. The activities described in our quotation and the associated costs (including any changes thereto confirmed in writing) are part of our agreement. This agreement is a contract for services as regulated in Book 7, Title 7, Section 1 of the Dutch Civil Code.
4. Our quotation is valid for 30 days since its issue date. Our agreement is concluded by signing and returning the written (possibly amended) quotation by the Client to C&H.

## III Interim amendment and termination

5. If a change in a consultancy or service assignment desired by the Client leads to an increase in the time investment by C&H, then C&H is entitled to charge this additional investment, after consultation with the Client, at the rates included in this assignment.
6. If a change to a consultancy or service assignment requested by the Client leads to a reduction of the amount to be charged by C&H, then 50% of the originally estimated, but not executed turnover will be reimbursed to C&H, as well as the hours already worked.
7. In the event of a shift in the date of a planned event, training, workshop, education, recording or supervision desired by the Client, in accordance with the assignment issued, C&H will charge the Client: 15% of the costs after the assignment has been granted. If this wish is made known within eight weeks before the planned date, 25% of the costs, up to four weeks before 35%, up to one week before that 50%, less than one week 90%. In the event of a shift, a new definitive implementation date must be agreed immediately within 3 months of the original implementation date. If not, the shift counts as cancellation. A second shift of the same order counts as cancellation. In case of cancellation, C&H is entitled to charge 90%.
8. Obligations entered into by C&H vis-à-vis third parties for a changed or canceled order will be entirely at the expense of the Client.
9. If a party fails to comply with any essential obligation under the agreement, the other party will notify this in writing and set a reasonable period in which to still fulfill the obligation. If the defaulting party still fails to fulfill its obligation within the set term, the other party may terminate the agreement and recover its damage from the defaulting party.
10. All cancellations and shifts must be made in writing. The date of cancellation or rescheduling will be the date postmark or the date of receipt at C&H, whichever comes first.

## IV Execution of the order

11. The Client is obliged to provide the information which is required for the performance of the order in a timely and adequate manner. This expressly includes a clear and timely communication about option dates and response to proposals issued by C&H.
12. C&H and third parties engaged by it in the performance of the assignment will keep all confidential information of the Client secret and will never allow third parties to inspect reports and invoices issued to the Client.
13. The assignment will be carried out to the best of its knowledge, ability and in accordance with the requirements of good workmanship.

14. The Client has full and unrestricted disposal over what is delivered by C&H in the context of the assignment. However, C&H retains all rights accruing to it under the Copyright Act, expressly including the right to reproduce.
15. Under no circumstances may the Client make C&H material available to third parties.

## V Liability

16. The results of implementation and use of the advice provided, the services provided, or the training provided depend on many factors which are beyond the control of C&H. C&H can therefore not give any guarantees regarding the results of the assignment it has performed. C&H therefore enters a best-efforts obligation.
17. C&H is liable for direct damage that is the direct result of serious and culpable mistakes made by it in the execution of the assignment. A serious misconduct is an omission, mistake, or omission which, under normal circumstances, under normal skill and experience, subject to normal integrity and normal working methods could have been avoided without further ado.
18. Natural persons associated with C&H, or third parties engaged by C&H bear no liability whatsoever in connection with the assignment. Any regulation or claim of whatever nature related to the assignment and its execution will only be submitted or enforced against the legal entity with which the assignment has been agreed.
19. Commercial, consequential, and indirect damages are always excluded, except in the case of intent or gross negligence on the part of C&H.

## VI Price and payment

20. Unless otherwise stated, the prices as included in the offer are exclusive of VAT and other levies imposed by the government.
21. Payment must be made within fourteen (14) days of the invoice date, without any discount or set-off. The existence of claims or complaints does not release the Client from its payment obligation.
22. Complaints against payment must be made in writing within 8 days of receipt of the invoice.
23. Unless otherwise agreed, the rates of C&H for a service or consultation can be adjusted every six months.
24. The travel and accommodation costs mentioned in the offer also include an overnight stay if the travel distance from Amsterdam to the (work/training/customer) location is more than 75 km.
25. If the payment term is exceeded, the Client will reimburse C&H for the statutory interest.
26. All collection costs, both judicial and extrajudicial (which amount to at least € 125) are for the account of the Client.

## VII Disputes

27. All disputes will be submitted to the competent court / subdistrict court in Amsterdam.
28. Dutch law applies.