



**General terms and  
conditions**  
Experts in balanced teams  
Women in Sales | Consultancy | Technics | Welding

# General terms and conditions

## Of Secondment of Women in Sales B.V.

### Article 1. Scope

1. These general terms and conditions apply to all quotations, offers and agreements with regard to the services provided by Women in Sales B.V. The general terms and conditions apply to all legal relationships between Women in Sales Detachering B.V. and any client, as well as to all legal relationships between the client and (legal) persons used by Women in Sales B.V. to carry out an assignment.
2. Deviations from and/or additions to these general terms and conditions can be agreed on explicitly in writing only. Deviations are only incidental in nature.  
The client cannot derive any rights from a deviation from the general terms and conditions, agreed on in a previous assignment.
3. The applicability of the general terms and conditions of the client, by whatever name, is hereby explicitly excluded.
4. If one or more provisions of these general terms and conditions are partly or fully null and void or partly or fully voided, the other provisions remain fully applicable.
5. The content of the Women in Sales B.V. website, as well as the content of all other communications on the Internet, has been compiled with the greatest care. Women in Sales B.V. cannot guarantee the nature, correctness or content of this information. Women in Sales B.V. is not liable for any errors or inaccuracies or for the consequences resulting from the use of the information concerned.
6. The term 'in writing' or 'written' in these general terms and conditions also includes documents that are sent electronically, such as e-mail and fax messages.

### Article 2. Offers and prices

1. All quotations made by Women in Sales B.V. are without obligation, unless explicitly agreed otherwise in writing.
2. If during the performance of the work, it appears that a price increase of more than 10% of the quoted price will arise, the client will be contacted about this first, if the circumstances allow this.
3. In the event of a price increase of less than the percentage referred to in paragraph 2, the obligation referred to in paragraph 2 lapses and the client is deemed to tacitly agree to this price increase.
4. The client has the right to demand from Women in Sales B.V. to demonstrate that a passed on price increase is realistic.
5. Unless otherwise agreed on in writing, the amount charged as a fee is calculated on the basis of the time spent, applying the usual hourly rates of Women in Sales B.V.
6. Travel costs can also be charged, if agreed and recorded in writing.
7. The costs (disbursements) incurred by Women in Sales B.V. will be charged to the client. These costs may include shipping costs, transport costs, fees, materials used, telephone and fax costs and expense claims from third parties engaged.

8. All prices are exclusive of VAT, unless explicitly specified otherwise. Women in Sales B.V. is entitled to pass the charges of each change to the VAT rate to the client.

### **Article 3. Formation of agreement**

An agreement between Women in Sales B.V. and the client is concluded:

- by acceptance of a quotation by the client within the set acceptance period, or
- upon receipt by Women in Sales B.V. of a signed order confirmation, or
- by the start of the services provided by Women in Sales B.V. without the client objecting to this immediately after first becoming aware of this.

### **Article 4. Execution of the agreement**

1. Women in Sales B.V. will perform the agreement to the best of its knowledge and ability and in accordance with high standards.
2. All statements and/or references to the services and products of Women in Sales B.V. are made to the best of Women in Sales B.V.'s knowledge but can reasonably deviate from this during the performance of the agreement.
3. Errors and/or deviations of a minor nature in or during the performance of the agreement cannot be a reason for termination of the agreement, refusal to have the agreement performed, suspension of any payment obligation or for changing the agreed price.
4. Women in Sales B.V. supports the client by making a temporary worker available for the performance of the agreed work. The term of deployment of a temporary worker is specified in the agreement as referred to in Article 3. When performing the agreement, Women in Sales B.V. has complete freedom to determine who carries out the assignment.
5. The client ensures the assigned worker is able to carry out his work properly and to provide him - free of charge - with adequate workspace and facilities, all this in accordance with the applicable working conditions rules.
6. If and insofar as required for a proper performance of the agreement, Women in Sales B.V. is entitled to have certain work carried out by third parties.
7. Changing the person who performs the agreement is permitted without prior consultation with the client.

### **Article 5. Changes to the agreement**

1. If during the performance of the agreement, it appears that proper performance requires the work to be carried out to be amended or supplemented, the parties will amend the agreement accordingly, in good time and by mutual consultation.
2. Changes in or to the assignment are only binding on Women in Sales B.V. insofar as it has accepted these changes in writing or insofar as it has effectively started the performance of the changed assignment.
3. Changes in or to the assignment may result in the agreed price and/or the schedule and duration of the assignment being affected. If that is the case, Women in Sales B.V. will inform the client about this in advance, unless the changes are of minor significance. These changes do not form a reason to terminate the assignment.

4. If the client makes a request to change the assignment, Women in Sales B.V. will notify the client of the consequences.
5. Changes required by the client after the assignment has been issued must be notified to Women in Sales B.V. in a timely manner and in writing. If they are given verbally or by telephone, the risk with regard to the manner of performance of the changed assignment will be borne by the client.
6. If Women in Sales B.V. expresses itself negatively towards the client with regard to these changes, but the client persists in their implementation, the consequences of these changes and the result thereof will be entirely at the expense and risk of the client.

#### **Article 6. Provision of data**

1. The client ensures that all data required by Women in Sales B.V. for the adequate performance of the assignment is provided to Women in Sales B.V. in the desired form.
2. Women in Sales B.V. is entitled to suspend the performance of the assignment until the client has fulfilled the obligation referred to in the previous paragraph.
3. The client ensures that the data referred to in the first paragraph is correct and complete and indemnifies Women in Sales B.V. against any consequences arising from the incorrectness of the data.

#### **Article 7. Cancellation**

1. An assignment that has already commenced can be cancelled only if and insofar as Women in Sales B.V. explicitly agrees to that. The grounds on which Women in Sales B.V. accepts a possible cancellation are entirely at its discretion and by no means set a precedent. Therefore, the client cannot derive any rights from the grounds on which Women in Sales B.V. has agreed to a possible earlier cancellation.
2. If Women in Sales B.V. agrees to a cancellation at the client's request, Women in Sales B.V. is entitled to charge the client for all costs incurred by Women in Sales B.V. at that time, plus compensation for loss of income.
3. If one of the conditions referred to in this article is not met, the client remains liable for the entire fee associated with the assignment. As for the cancellation with regard to an assignment to provide training activities and/or courses, the following applies:
  - cancellation can be effectuated free of charge up to four (4) weeks before the day on which the assignment was to be performed.
  - in the event of cancellation between four (4) and two (2) weeks before the day on which the assignment was to be performed, fifty percent (50%) of the agreed fee is due.
  - in the event of cancellation less than two (2) weeks before the day on which the assignment was to be performed, one hundred percent (100%) of the agreed fee is owed. The cancellation costs referred to will not be due if one of the parties can arrange for replacement participant(s).
4. Premature termination by the client or a participant does not lead to a claim for a refund of (part of) the agreed fee..

### **Article 8. Completion time**

If in the context of an agreement, a term has been agreed on for the completion of certain activities, this is not a strict deadline, unless explicitly agreed otherwise in writing.

### **Article 9. Force majeure**

1. In the event of force majeure (i.e. any shortcoming that cannot reasonably be attributed to Women in Sales B.V.), the obligations of Women in Sales B.V. will be suspended without the client being entitled to compensation of costs, damage or interest on that basis.
2. If the period during which Women in Sales B.V. cannot fulfil its obligations due to force majeure lasts longer than two (2) months, both parties are authorised to terminate the agreement without any right to compensation. Women in Sales B.V. will immediately notify the client of any force majeure situation, after which the term referred to above will commence.
3. If Women in Sales B.V. has already fulfilled some of its obligations when the situation of force majeure commenced, or can only fulfil its obligations partially, it will be entitled to separately invoice any part of the assignment already performed or feasible and the client will be obliged to pay this invoice as if it concerned a separate assignment.

### **Article 10. Liability**

1. Women in Sales B.V. will perform its assignment with the necessary care. Women in Sales B.V. undertakes - given the circumstances - to make a maximum effort, but can never be held liable for the absence of the anticipated result.
2. If Women in Sales B.V. is held liable, any liability will be limited to a maximum of the invoice amount of the assignment (excluding VAT), at least, to that part of the assignment to which the liability relates, with a maximum of € 10,000.00 (ten thousand Euros).
3. If a third party is engaged for the performance of an assignment, Women in Sales B.V. is never liable for any errors or any shortcoming whatsoever of this third party. Women in Sales B.V. explicitly excludes any liability for damage, for whatever reason, caused by a third party.
4. Women in Sales B.V. is only liable for direct damage. Direct damage or loss is limited to:
  - a. reasonable costs, incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
  - b. any reasonable costs incurred to ensure the performance of Women in Sales B.V. complies with the agreement, insofar as this can be attributed to Women in Sales B.V. However, this replacement damage will not be compensated if the agreement is dissolved by or at the request of Women in Sales B.V.
  - c. reasonable costs, incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to a reduction of direct damage within the meaning of these terms and conditions.
5. Women in Sales B.V. excludes all liability for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruptions, damage as a result of claims from customers of Women in Sales B.V., mutilation or loss of data, damage related to the use of prescribed goods, materials or software from third parties, damage related to the engagement of prescribed suppliers and all forms of damage other than those mentioned in this article, unless they are the result of intent or gross negligence on the part of Women in Sales B.V.

6. If Women in Sales B.V. is given notice of default, the notice of default must contain a description of the shortcoming that is as complete and detailed as possible, enabling Women in Sales B.V. to respond adequately.
7. Any right to compensation arising is always subject to the client reporting the damage to Women in Sales B.V. in writing, as soon as possible after such damage is suffered. Any claim for compensation against Women in Sales B.V. lapses by the mere lapse of 12 months after the damage occurred.
8. The client indemnifies Women in Sales B.V. against all third-party claims.
9. Notwithstanding the provisions of Sections 7:404 and 7:407, subsection 2 of the Dutch Civil Code, all assignments will be performed.

#### **Article 11. Payment of premiums and tax**

Women in Sales B.V. guarantees the client compliance with social insurance and tax laws with regard to supplied personnel.

#### **Article 12. Taking over supplied workers**

1. The client is not permitted to ask a supplied employee to perform work for him under an employment contract, whether or not via third parties, unless the parties explicitly agree otherwise.
2. The prohibition referred to in paragraph 1 applies during the term of the assignment as well as for a period of one year after the assignment has terminated.
3. If the provisions of this article are violated, the client will owe an immediately due and payable fine of € 10,000 which is not subject to mitigation, without prejudice to Women in Sales B.V.'s right to recover the damage effectively suffered. The forfeited fine does not serve as compensation for damage suffered.

#### **Article 13. Protection against hazards**

1. In accordance with Section 7:658 of the Dutch Civil Code, the client must fulfil its duty of care and protect the supplier worker from harm. In the same way as provided for in the law, the client is liable towards the supplied worker for damage that he suffers in the performance of his work. The client explicitly indemnifies Women in Sales B.V. if Women in Sales B.V. is held liable by the supplied worker with regard to this damage.
2. If Women in Sales B.V. is held liable by the supplied worker for damage for which the client is liable, and has paid compensation in that context, it has a right of recourse against the client for the entire amount it has paid (as well as costs, etc.).

#### **Article 14. Good commissioning**

1. When supervising, as well as in relation to performing duties, the client conducts himself towards the supplied worker in the same correct manner as he is obliged towards his own employees.
2. The client is not permitted in turn to make the supplied worker available to third parties (the

performance of work for this third party under the supervision/direction of a third party). Neither is this permitted if this third party belongs to a group of which the client is a part, as referred to in Section 7:691, subsection 6 of the Dutch Civil Code.

3. The client is obliged to have the supplied worker perform the agreed work. Deviations from this must be agreed on in writing by the parties.
4. The client is not permitted to employ the supplied worker outside the Netherlands without the prior written consent of Women in Sales B.V.

#### **Article 15. Faults, complaint periods**

1. Complaints about the work performed must be reported to Women in Sales B.V. by the client within eight (8) days of discovery, but no later than thirty (30) after completion of the work in question.
2. If a complaint is justified, Women in Sales B.V. will still perform the work unless this is no longer possible. If the work cannot be performed after all, the client will have to make this known and plausible.

#### **Article 16. Confidentiality**

The parties are bound by a duty of confidentiality regarding all confidential information they obtain from each other or other sources by virtue of their agreement. Information is considered confidential if the other party has designated it as such or if such ensues from the nature of the information.

#### **Article 17. Intellectual property**

1. All documents provided by Women in Sales B.V., such as reports, advice, etc., are exclusively intended to be used by the client and may not be reproduced, made public or made available to third parties without the prior consent of Women in Sales B.V.
2. Women in Sales B.V. reserves the right to use any increased knowledge as a result of the performance of the assignment for other purposes, insofar as this does not cause any confidential information to be disclosed to third parties.

#### **Article 18. Payment**

1. Payment must be made within 14 days of the invoice date. The client is not authorised to deduct from this amount any amount due to a counterclaim made by him, by whatever name.
2. If the client fails to fulfil his payment obligations in time, he is in default by operation of law. The client owes interest of 1% per month on the amount due and payable from the moment of default.
3. In the event of liquidation, bankruptcy, suspension of payments, attachment of the client's assets or in the event an application to that effect has been made, whether or not at its own request, each claim is immediately due and payable.
4. The claims of Women in Sales B.V. are also immediately due and payable in the following cases:
  - a. if after concluding the agreement, Women in Sales B.V. becomes aware of circumstances that give it good grounds to believe the client will not fulfil its obligations.

- b. if Women in Sales B.V. has at any time requested to provide security for the fulfilment of the (payment) obligations and this security is not forthcoming or is insufficient.
5. Payments made by the client first always serve to settle all interest and costs owed and secondly to settle the oldest claims, even if the client argues the payment relates to an invoice of a later date.

#### **Article 19. Collection costs**

1. If the Client fails to fulfil one or several of its obligations, all judicial and extrajudicial costs incurred to collect payment will be at the expense of the client.
2. Without prejudice to the right to obtain full compensation, these costs amount to at least 15% of the amount to be claimed or the costs effectively incurred to obtain payment.

#### **Article 20. Suspension and termination**

1. In all cases, Women in Sales B.V. is entitled to suspend the (further) performance of the agreement or to terminate the agreement in the event of a situation as described in Article 14, paragraphs 3 and 4 or if the client does not, not timely or not properly fulfil any obligation, without prejudice to the right of Women in Sales B.V. to claim full compensation.
2. Women in Sales B.V. is never liable for any damage on the part of the client as a result of the client failing to fulfil its obligations correctly and Women in Sales B.V. has suspended or terminated the performance of the agreement on that basis.

#### **Article 21. Choice of law and disputes**

The agreement as well as the assignment, application and quotation Women in Sales B.V. are fully governed by Dutch law. The applicability of conditions used by the client is explicitly excluded at all times, except in the case of deviations explicitly agreed on in writing. In all disputes, both parties can turn to the competent civil court if they cannot reach an agreement in mutual consultation. In any case, the court in Amsterdam has jurisdiction to hear these disputes.



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