

GENERAL TERMS AND CONDITIONS

iMetrics B.V.
www.imetrics.eu



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1. Definitions and Generalities

1.1 In these general terms and conditions, iMetrics B.V. is referred to as the “service provider”. The other party that makes use of the services of iMetrics B.V. is referred to as the “customer”. Services which are subject or partly subject to any agreement with iMetrics B.V. are referred to as “Services”.

1.2 These terms and conditions apply to every offer, quotation and agreement between iMetrics B.V. and the customer, to which the customer has declared that these terms and conditions are applicable, to the extent that these terms and conditions are not explicitly stated in writing as being deviated from by both parties.

1.3 If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the interpretation must take place "in the spirit" of the provisions as provided.

1.4 If a situation arises between the parties that is not described in these general terms and conditions, then this situation should be judged in the spirit of these general terms and conditions.

1.5 The customer is obliged to use the services with care in accordance with their normal usage. The customer is obliged to carefully carry out all instructions from the service provider.

2. Liability

2.1 The service provider is not liable for material damage and physical damage that the customer and / or his staff/subordinates suffer for any reason, including any shortcomings, negligence, faults or serious faults on the part of her or her personnel / subordinates or suppliers. In addition, the service provider excludes all liability for any damage resulting from misuse of the services for the customer and/or his staff/subordinates and/or third parties.

2.2 The service provider is in no way liable, whether contractual or non-contractual, for indirect damage, loss of profits or income, consequential loss, production losses, loss of savings, loss of clientele, loss of contracts, loss of time, loss of goodwill, loss of reputation or for any claim that would become submitted by a third party against the customer, without intending to be exhaustive.

2.3 In so far as any liability would nevertheless be accepted, the liability of the service provider is limited to the most recent annual sum of the services as paid by the customer.

3. Conclusion of the agreement

3.1 Dutch law provides (BW 6: 217) that an agreement is concluded by offer and acceptance between two or more parties.

3.2 An agreement is concluded by a written confirmation by the service provider or through performance of the agreement by the service provider.

3.3 The service provider will provide the service at the place agreed and, unless further specified for the particular agreement, at the place where the services are provided, subject to the services as provided, or at the premises of the service provider.

3.4 The service provider will provide the services within for the usual working days and hours of the service provider.

4. Payment terms

4.1 Payment must always be made within 14 days after the invoice date, through the payment method and via the currency as stated by the service provider on its invoice, unless indicated otherwise in writing by the service provider.

4.2 Unless otherwise agreed, our prices are exclusive:

- 21% VAT
- Travel and accommodation costs

4.3 If the customer doesn't pay the invoice or pays it late and the service provider has already delivered, then the service provider is entitled to: 1% interest per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the moment the customer is in default until the moment of payment of the full amount due.

5. Contract takeover

5.1 The customer is not allowed to transfer an employee/consultant to third parties, unless the service provider agrees to this in writing.

5.2 An employment contract can only be taken over after 1,700 regular hours worked and after an acquisition fee of €8,250.

6. Delivery

6.1 The service is already considered finished from the moment it's predetermined requirements regarding the delivery are met.

7. Retention of title

7.1 Until full payment of all sums due under the agreement, the service provider will remain the owner of all services, accessories, loose pieces or spare parts that were used in connection with or for the exercise of the service concerned.

7.2 The service provider will also have a right of retention in the same conditions all services and materials he provides in connection with the exercise of the concerned service performances under him. The goods delivered under the agreement will remain property of the service provider until the customer has properly fulfilled all obligations as part of the agreement with the service provider.

7.3 The service provider automatically becomes the owner of all parts which he has replaced as part of the services as agreed in the agreement.

7.4 All developed or prepared reports, advice, designs, ideas, methodologies and software, as provided by iMetrics B.V., are copyrighted. That means that no one may use, distribute or copy without our written permission.

7.5 All reports and advice, as provided by iMetrics B.V., may be disclosed or reproduced by the customer for the purpose of legal administrative proceedings stating the author, but under the condition that the customer has fulfilled its financial obligations towards iMetrics BV.

7.6 The customer has the right to reproduce documents for use in its own organisation, insofar as appropriate within the purpose of the assignment.

8. Warranty

8.1 The warranty of the service provider applies to all indisputably hidden defects that appear during normal operation and correct use of the equipment.

8.2 Excluded from the warranty of the service provider are the defects caused by circumstances beyond one's control, lack of maintenance, poor assembly or installation by the customer or by third parties, modifications and repairs carried out by the customer or a third party or defects which are the result of normal wear and tear and more generally if such a circumstance occurs.

8.3 The service provider will put services back into effect, by repair or replacement, at its expense, if this defect occurs within six months from the date of receipt of the works, with materials or parts as supplied by him (except in the case of exceptions and limitations as defined in the the general conditions or in case of circumstances beyond one's control). The customer must notify the service provider of any possible defect in writing and without delay.

8.4 The warranty period will be extended by a duration equal to the duration of the unavailability of the services due to the identified defect, on condition that this does not extend the responsibility of the service provider for more than one year from the date of receipt of the defect.