



General Conditions (version 11/2008)

Statutory name	DeOndernemerstest
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Chamber of Commerce no.	37107254
VAT no.	NL0766.15.686.B01

Article 1 Definitions

The following definitions apply to these General Conditions:

DeOndernemerstest	the user of the General Conditions
Other party	the legal entity or natural person with whom DeOndernemerstest has signed an agreement or is planning to sign an agreement and/or the person answering the test questions
Agreement	the service agreement

Article 2 General

1. These General Conditions apply to every offer, tender or agreement between DeOndernemerstest and the other party to which DeOndernemerstest has declared them to be applicable, to the extent that they have not been explicitly deviated from in writing by the parties.
2. These General Conditions also apply to all agreements with DeOndernemerstest that involve implementation by third parties.
3. The agreement between DeOndernemerstest and the other party takes effect through writing or e-mail.
4. Any deviations from these General Conditions apply only if they have been explicitly agreed in writing.
5. No purchase, delivery, payment, industry, or other conditions of the other party apply unless accepted in writing by a lawful representative of DeOndernemerstest.
6. Voidness or legal invalidity of any provision in these General Conditions does not affect the validity of the remaining provisions. DeOndernemerstest and the other party undertake in advance of such an event to discuss new provisions to replace such void or legally invalid provisions, bearing in mind the purpose and nature of the original provision as far as possible.

Article 3 Implementation of the agreement

1. DeOndernemerstest will implement the agreement to the best of its knowledge and abilities according to the requirements of good professional practice in line with the current status of scientific development.
2. DeOndernemerstest has the right to hire third parties for certain tasks if and to the extent necessary for proper implementation of the agreement.
3. The other party must ensure that all information which DeOndernemerstest has deemed necessary or which the other party should understand to be necessary for proper implementation of the agreement is provided to DeOndernemerstest in a timely manner. If such information is not provided to DeOndernemerstest in good time, then DeOndernemerstest has the right to suspend implementation of the agreement or to bill the extra costs resulting from the delay to the other party in line with the regular rates.



4. Test results will be made available within 5 working days of acceptance by DeOndernemerstest of payment made by the other party to DeOndernemerstest. DeOndernemerstest is responsible for any technical or other limitations at the end of any third party if these result in delays of more than 30 days in delivery of the test results or the associated password. The other party has the right to dissolve the agreement and reclaim charges if it has not been given access to the test results within 30 days.

5. The other party has the right to dissolve the agreement without justification within 14 working days after the day of entering the agreement. If the other party uses this right of revocation, any fees already paid will be refunded within 30 days and the other party will be liable only for the direct costs of the refund.

6. The right of revocation lapses the moment the agreement is implemented, which starts when the other party is sent the password by post or e-mail after having completed the test.

Article 4 Liability

1. DeOndernemerstest is not liable for damage of any kind resulting from the use of incorrect or incomplete information provided to DeOndernemerstest by the other party, unless it should have been clear to DeOndernemerstest that the information was incorrect or incomplete.

2. Although the DeOndernemerstest has carefully and to the best of its knowledge compiled all the information used in its services and products, including test results, advice, ideas, opinions and instructions, DeOndernemerstest cannot in any way vouch for the correctness or completeness of this information. DeOndernemerstest accepts no liability for any damage resulting from the use of the information. We strongly advise the other party not to use this information out of context, to check the information before use and, if necessary, to obtain advice from third parties.

3. DeOndernemerstest is liable for damage resulting from attributable failing on the part of third parties consulted by DeOndernemerstest.

4. DeOndernemerstest is never liable for any indirect damage, including but not restricted to consequential damage, loss of profit or income and damage due to business interruption.

5. DeOndernemerstest is not liable in the event that force majeure prevents it from fulfilling its obligations following from the agreement, resulting in delayed delivery. The other party has the right to dissolve the agreement and claim all charges back if it has not been given access to the test results within 30 days.

6. The total liability of DeOndernemerstest, its personnel and all people whose attributable failing falls under the responsibility or liability of DeOndernemerstest is at all times limited to the invoice amount of the part of the agreement that the liability arises from. A chain of events counts as one event.

7. The other party shall indemnify DeOndernemerstest against all liability towards third parties arising from the use or the inability to use the services or products of DeOndernemerstest by the other party or said third party.

Article 5 Rates, offers and tenders

1. All rates quoted by DeOndernemerstest are nonbinding, unless they are stated in a written agreement as referred to in Article 2. DeOndernemerstest explicitly reserves the right to change its rates unilaterally when necessary as a result of legal requirements or rate changes of sales tax.

2. All offers are nonobligatory, unless an acceptance term is stated in the offer.

3. The rates in said offers will include sales tax and any other government levies, as well as any costs made within the framework of the agreement, including shipping and administration fees, unless otherwise stated.



Article 6 Complaints

1. The other party must notify DeOndernemerstest in writing as soon as possible, but at least within two months after the day of entering the agreement, of any complaints concerning tasks performed, faults or inconsistencies. The notice of default must include as detailed description of the fault as detailed as possible.
2. In the event of a valid complaint, DeOndernemerstest will still perform the tasks as agreed, unless the other party notifies DeOndernemerstest in writing that this is no longer required.

Article 7 Suspension and dissolution

1. DeOndernemerstest has the right to suspend fulfillment of its obligations or to dissolve the agreement in the event that the other party does not or not entirely fulfill its obligations following on from the agreement.
2. In addition, DeOndernemerstest has the right to dissolve the agreement in part or in full without bearing any liability for damages by means of a written statement to this effect and without judicial intervention, if circumstances arise of a nature such that fulfillment of the obligations becomes impossible or cannot in all reasonableness and fairness be expected or if circumstances arise such that unaltered continuation of the agreement cannot in all reasonableness be expected.
3. DeOndernemerstest retains the right to claim damages.

Article 8 Transfer of risk

1. The risk of loss or damage to the items discussed in the agreement transfers to the other party at the moment these items are legally or actually delivered to the other party and are thus brought under the control of the other party or a third party to be determined by this other party.

Article 9 Force majeure

1. The parties will not be expected to fulfill any obligations if they are hindered by circumstances beyond their control, for which they cannot be blamed or held responsible by either the law or a juristic act or generally accepted practice. In case of non-attributable failing, the relevant party must immediately notify the other party in writing, presenting necessary evidence.
2. In addition to what the law and jurisprudence define as force majeure, in these General Conditions the term also refers to all external circumstances, anticipated or not, that cannot be influenced by DeOndernemerstest but which make it impossible for DeOndernemerstest to fulfill its obligations. This includes industrial action within the DeOndernemerstest company. If the agreement concerns test delivery, DeOndernemerstest must prove that the concrete circumstances are reasonably onerous.
3. In the event that DeOndernemerstest claims force majeure, the other party still has the right to dissolve the agreement if the force majeure causes a 30-day delay in delivery.
4. For the duration of the force majeure situation, both parties may suspend the obligations of the agreement without either party being liable for damages. If this situation continues for more than two months, either party has the right to discontinue the agreement immediately and extrajudicially by registered letter without being liable for damages toward the other party.
5. DeOndernemerstest has the right to charge for any part of its obligations that has already been fulfilled before the force majeure situation occurred or which can still be fulfilled, provided that this part has a value of its own. The other party must pay such a bill as if it were a separate agreement.



Article 10 Intellectual property and copyright

1. DeOndernemerstest reserves the rights and powers that it is entitled to according to the Copyright Act, without prejudice to any other provisions in these General Conditions.
2. All documents provided by DeOndernemerstest, including reports, advisory statements, agreements, etc., are solely intended for use by the other party and may not be reproduced, published or made accessible to third parties without the prior permission of DeOndernemerstest, unless otherwise determined by the nature of the documents provided.
3. DeOndernemerstest reserves the right to use the knowledge acquired by performing its tasks for other purposes, insofar as this does not involve confidential information being made accessible to third parties.

Article 11 Privacy

1. All information provided to DeOndernemerstest by the other party will be handled with utmost care. DeOndernemerstest will keep all information provided by the other party strictly confidential. In addition, no information will be lent, rented, sold, or made public in any other way.
2. DeOndernemerstest will use personal details such as first and last names and e-mail addresses solely in order to send the other party test results (the test report) and newsletters, and possibly to approach the other party for surveys (statistical and customer satisfaction surveys). DeOndernemerstest will use the other party's personal details for only those purposes listed above. The other party accepts and agrees to the DeOndernemerstest sending the test report to its e-mail address.
3. The other party agrees that DeOndernemerstest may periodically send newsletters and invite the other party to take part in statistical or customer satisfaction surveys. The other party may at any time unsubscribe from the newsletter or notify DeOndernemerstest that it no longer wishes to be approached for surveys by clicking the link in the newsletter or sending an e-mail to info@deOndernemerstest.nl.
4. DeOndernemerstest will, if requested by the other party, delete all information about the other party from its database within 14 days, on condition that the other party has fulfilled all its financial or other obligations. Such requests may be submitted by e-mail.
5. DeOndernemerstest reserves the right to use anonymized versions of the other party's test details for statistical or other research.

Article 12 Free tests

1. The agreement concerning free delivery of the test commences the moment the other party accepts the General Conditions. If the other party does not accept the Conditions and thereby does not opt for a free test, it will be given the opportunity to pay for the test.
2. In the event of a free test, the other party agrees to use this free test only once.
3. DeOndernemerstest will not process the test results if the other party submits incomplete or inaccurate information when using a free test.
4. When using a free test, the other party agrees to subscribe to the newsletters of both DeOndernemerstest and the sponsors. The other party can unsubscribe from newsletters by e-mail or via these newsletters.
5. When using a free test, the other party agrees that sponsors may approach the other party via direct mail, telemarketing or e-mail. To this end DeOndernemerstest will provide the sponsors with the other party's personal details.
6. After delivery of a free test, DeOndernemerstest will, if requested by the other party, delete all information about the other party from its database within 14 days if this information has been in the DeOndernemerstest's possession for more than two years. If the information has been in DeOndernemerstest's possession for less than two years, the other party will be given the opportunity to pay an amount equivalent to two years or the test and his or her details will then be deleted from the databases. DeOndernemerstest will instruct the sponsors to do the same.



Article 13 Sponsoring

1. A sponsor of a free test will be paid for this sponsorship in the form of the personal details of those who have taken the free test. The sponsor is given the right to approach these people via direct mail, telemarketing or e-mail, stating the source of the information.
2. The sponsor will comply with the Personal Data Protection Act and any other applicable legislation and regulations.
3. The sponsor will treat all personal details about clients provided by DeOndernemerstest with utmost care and keep them strictly confidential. Personal details may not be lent, rented, sold, or published in any other way unless otherwise agreed. In addition, the sponsor may not transfer his or her rights under the agreement to any third party unless otherwise agreed.
4. Even though DeOndernemerstest has been provided the personal details with care, it cannot vouch for their correctness or completeness. DeOndernemerstest cannot be held liable for the incorrectness or incompleteness of details, except in the event of intention or gross negligence on the part of DeOndernemerstest.
5. The sponsor is required, on the request of DeOndernemerstest, to delete all personal details from individual clients from its database within 14 days and to send DeOndernemerstest written confirmation of this. See Article 12.6.
6. DeOndernemerstest has the right to require full or partial payment from the sponsor in advance and to suspend delivery of the personal details until the required advance payment has been made.
7. DeOndernemerstest reserves the right to reject sponsors from the sponsor system without having to provide justification.

Article 14 Applicable law and disputes

1. All agreements between DeOndernemerstest and the other party are governed by Dutch law.
2. In the event of a dispute between the other party and DeOndernemerstest, the other party must present its complaint to DeOndernemerstest. Parties will not invoke legal remedies until after everything has been done to resolve a dispute in mutual agreement.
3. The Dutch text of these General Conditions determines the interpretation of their contents and nature.
4. The most recently published version of the General Conditions, or the current version at the time, shall apply at the time the agreement is made.

Article 15 Miscellaneous

1. No oral notifications, promises or agreements will have legal force unless confirmed in writing by DeOndernemerstest.
2. Any deviations to these General Conditions can only be agreed upon in writing.
3. The article headings in these General Conditions merely serve to improve the readability of this document and have no meaning in determining its content and nature.