

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS

- General Terms and Conditions: The terms for assignments to B.A.I.M.E. B.V.
- B.A.I.M.E. B.V.: A company located at Biezenvenneke 10, 5801 HN Venray, the Netherlands, registered with the Dutch Chamber of Commerce under number 97762954.
- Client: The natural or legal person providing the assignment to B.A.I.M.E. B.V.
- Agreement: The agreement between the client and B.A.I.M.E. B.V. to perform work as described in Article 3.1.
- End Product: The result(s) of the assignment as reported by B.A.I.M.E. B.V. to the client in an agreed-upon form.
- Offer: A proposal from B.A.I.M.E. B.V. in any form for the (intended) execution of work, including any adjustments to the offer in accordance with Article 3.1.
- Assignment: The work to be performed by B.A.I.M.E. B.V. as specified in the agreement or offer.

## 2. APPLICABILITY

2.1 These General Terms and Conditions apply to all offers, agreements, and services provided by B.A.I.M.E. B.V. to the client and are part of all (oral or written) offers, agreements, and quotations from B.A.I.M.E. B.V., as well as all extracontractual relationships, unless explicitly agreed otherwise in writing. These Terms are governed by Dutch law.

2.2 These Terms also apply to all agreements for which B.A.I.M.E. B.V. engages third parties.

2.3 The client accepts these terms to the exclusion of their own general terms, unless otherwise agreed in writing.

## 3. OFFER AND AGREEMENT

3.1 An offer is valid for one month unless otherwise stated by B.A.I.M.E. B.V. B.A.I.M.E. B.V. is only bound by the offer if the client confirms acceptance in writing within that period. A request by the client for execution constitutes acceptance of the offer.

3.2 The client may only use the offer to assess whether to award the assignment to B.A.I.M.E. B.V. If no agreement results, B.A.I.M.E. B.V. retains all rights to the content of the offer.

## 4. THE ASSIGNMENT

4.1 B.A.I.M.E. B.V. will perform the assignment to the best of its ability and according to professional standards. No guarantee is given as to achieving the client's intended outcome.

4.2 Assignments will be carried out within the agreed timeframe. In case of delay, parties will consult. B.A.I.M.E. B.V. is only in default after a written notice from the client and expiration of a reasonable remedy period.

4.3 B.A.I.M.E. B.V. may engage third parties to perform work.

4.4 Execution begins once all necessary materials are received from the client.

4.5 Deliverables are for client use only, unless otherwise agreed in writing.

## 5. EXECUTION OF WORK

5.1 Services are performed remotely unless otherwise agreed in writing.

5.2 The client is responsible for providing necessary information, materials, or access to systems in a timely manner.

5.3 If needed, the client will supply a company laptop and access to systems that meet B.A.I.M.E. B.V.'s standards. Delays due to lack of access are not B.A.I.M.E. B.V.'s responsibility.

## 6. CONFIDENTIALITY

6.1 B.A.I.M.E. B.V. will keep the content of the final product confidential, except for methods and techniques used or developed, which may be reused.

6.2 Client information marked as confidential will remain confidential.

6.3 Confidentiality does not apply if disclosure corrects misunderstandings caused by the client, or if legally required. B.A.I.M.E. B.V. will consult the client when possible.

## 7. DATA PROTECTION AND INTERNATIONAL TRANSFERS

7.1 B.A.I.M.E. B.V. complies with the GDPR and applicable data protection laws. Clients shall only provide necessary personal data in accordance with such laws.

7.2 For international data transfers, appropriate safeguards such as SCCs will be implemented.

7.3 Data processing is limited to the execution of the agreement and must be agreed upon in writing if extended.

## 8. PRICE AND PAYMENT

8.1 Hourly or quoted prices are indicative and exclude additional costs. Final pricing is based on actual time and effort.

8.2 Fixed-price agreements apply only if explicitly agreed. Changes or additional work will be billed separately.

8.3 Advance or interim payments may be required.

8.4 All prices are exclusive of VAT and any travel or accommodation costs unless stated otherwise.

8.5 Invoices must be paid within 14 days. Set off is not permitted without agreement.

## 9. LIABILITY

9.1 B.A.I.M.E. B.V. is only liable for direct damages resulting from proven shortcomings, and total liability is capped at the amount invoiced for the relevant assignment.

9.2 B.A.I.M.E. B.V. is not liable for any indirect damages or outcomes of assignment use.

9.3 B.A.I.M.E. B.V. is not liable in force majeure situations, including natural disasters, pandemics, cyberattacks, strikes, or government restrictions.

9.4 In case of force majeure, both parties will attempt to resolve the situation. Persistent force majeure may result in termination without liability, with written notice.

## 10. GOVERNING LAW AND DISPUTES

These Terms are governed by Dutch law. Any disputes shall be submitted to the competent court in the Netherlands