

1. These general conditions will apply to all offers, services, quotations and agreements for services, performed either on a reimbursement basis or otherwise, between Alexander Beard International Benefits B.V. (hereinafter "ABIB") and clients (and their successors in title).
2. The applicability of any third-party general conditions is excluded.
3. ABIB's quotations will be based on the information provided by the client. The client warrants that it has provided all such information as may be relevant to the set-up and performance of the services. ABIB undertakes to perform its services to the best of its ability [*inspanningsverbintenis*].
4. The client will provide ABIB with the necessary documents in good time to enable ABIB to perform its services. The terms set by ABIB will at all times be firm deadlines.
5. Third parties cannot derive any rights from undertakings between ABIB and the client, unless provided otherwise in writing. The client will indemnify ABIB against any third-party claims.
6. ABIB will be free to engage the services of third parties in the performance of assignments. These general conditions may also be invoked by any third parties directly or indirectly involved in ABIB's services.
7. Neither party may, either during the performance of the assignment or within one year of termination thereof, employ, or negotiate employment with, any employee of the other party, other than by mutual consultation with the other party.
8. The rates and cost estimates in the quotation will state what costs are included. To the extent that costs are not included, they can be charged separately in retrospect. All fees and costs are exclusive of turnover tax (VAT).
9. ABIB may increase the rates in the course of the agreement, but not sooner than six months after commencement of the first assignment. In the event of an increase of the fee for the assignment exclusive of VAT by more than 10%, the client will be entitled to dissolve the agreement. Any invoices prior to that date will remain due in full. The right to dissolve the agreement on this ground will lapse eight days following dispatch of the first invoice to the client in which the hourly rate has been increased.
10. Any fees not included in the rates will be invoiced monthly in arrears.
11. Payment of all invoices is to be made within ten calendar days, unless agreed otherwise with the client in writing.
12. In the absence of payment, the client will be in default by operation of law, without any notice of default being required. The statutory commercial interest will be due as from the date of default.
13. In the event of an assignment given jointly, the clients will be jointly and severally liable for payment of the invoice.
14. All extrajudicial costs will be payable by the client, subject to a minimum of EUR 500, exclusive of VAT.
15. Assignments will, in principle, be concluded for an indefinite period of time, unless expressly agreed otherwise between the parties in writing.
16. In no event will a term stated by ABIB be a firm deadline.
17. If the parties agree that the agreement will be terminated early, ABIB will be entitled to a fee equal to the average monthly invoices for the duration of the agreement.
18. ABIB will be liable on account of default only in the event of wilful misconduct or gross negligence. Any liability for direct or indirect consequential damage will be excluded.
19. If ABIB is liable for any damage in the performance of an assignment, such liability will be limited to the amount paid out by the liability insurer including the policy excess. If no payment is made on the insurance policy, any liability will be limited to a maximum equal to the amount of the invoice sent by ABIB to the client for the relevant assignment. For assignments exceeding a period of six months, liability will be limited to a maximum equal to the fee received by ABIB for the assignment over the past six months.
20. Furthermore, ABIB will not be liable for any third-party shortcomings for which no fee has been paid or damage as a result of suspension of its services or damage as a result of a third party's bankruptcy.
22. The client is to file any complaints in writing within a reasonable term if a ground to do so presents itself, on pain of forfeiture of rights. A complaint will in any event be deemed not to have been filed within a reasonable term if it is filed more than eight days following discovery of the cause of the complaint and within fourteen days of completion of the work.
23. The intellectual property rights associated with the performance of the agreement will be owned exclusively by ABIB. The client may not reproduce, publish or exploit, or cause any third parties to reproduce, publish or exploit, any products or services.
24. ABIB undertakes to observe strict confidentiality in respect of all information and data from the client vis-à-vis third parties, unless it is under a statutory obligation to provide such information or data.
25. Any undertaking between ABIB and the client will be governed exclusively by the laws of the Netherlands.
26. Any disputes will be submitted to the competent judge of the District Court for East Brabant.
27. These general terms and conditions are also available by URL - <http://www.abg.net/wp/wp-content/uploads/2015/07/General-Conditions-ABIB-NL.pdf>