

GENERAL TERMS AND CONDITIONS

Article 1. In these General Terms and Conditions, the following definitions apply:

1. Contractor: Prescilla V. Rombout-Jeurink, Scientific consultant, hereafter referred to as: Dare2Bee Science, registered at Chamber of Commerce under registration number 77824210. These General Terms and Conditions are registered at the Chamber of Commerce.
2. Client: the natural person or legal representative that assigns Dare2Bee Science to provide services and/or execute activities.
3. Contract: The contract between Contractor and Client which defines the scope of the Agreement and the services to be rendered by the Consultant.
4. Agreement: The Agreement means any agreement, in whatever form, reached between the Consultant and the Client pursuant to which the Consultant agrees to render services to the Client in exchange for a fee plus disbursements.
5. Fee: the financial compensation of costs exclusive outcast that the client is due to Dare2Bee Science for the execution of the Agreement activities.
6. Disbursements: additional costs that Dare2Bee Science needs to make in order to complete the Agreement, such as access rights to literature, software licenses and travel expenses.

Article 2. Applicability

1. Agreements will only be accepted and executed by Dare2Bee Science respecting these General Terms and Conditions.
2. These General Terms and Conditions are applicable to all concluded contracts with Dare2Bee Science including all subsequent Agreements, altered Agreements or additional Agreements that the Client requests to Dare2Bee Science.
3. The applicability of any purchasing and / or other conditions of the Client are expressly excluded.

Article 3. Implementation of the Agreement

1. Dare2Bee Science takes the good care of a Contractor in execution of their work.
2. The Agreement does not include tax aspects. Any remark or advice of Dare2Bee Science on tax matters is always without obligation and the Client may not assume that such advice is correct and complete. If necessary, the client must consult its own tax adviser on the tax aspects.
3. The Client shall timely ensure that all data or information that Dare2Bee Science indicates is necessary or that the Client should reasonably understand to be necessary for the implementation is provided.
4. If Dare2Bee Science is, for any reason, prevented from executing the Agreement, Dare2Bee Science is free to have the Agreement executed by third parties. Dare2Bee Science will only do this after consultation with the Client.
5. Dare2Bee Science is authorized, insofar as this is required for the proper execution of the Agreement, to have the Agreement partially executed by third parties. Dare2Bee Science will only do this after consultation with the Client.
6. The applicability of the articles 7:404, 7:407 paragraph 2 and 7:409 of the Civil Code are expressly excluded.

Article 4. Fees and expenses

1. For the execution of the assignment, the Client shall pay Dare2Bee Science a fee in accordance with the (hourly) rates customary at Dare2Bee Science, plus the disbursements and turnover tax.
2. The fee and any disbursements (if any) will be charged to the Client (itemized) on a monthly basis, unless the Client and Dare2Bee Science have made other agreements in this regard.
3. The Client will pay the costs of third party services made by Dare2Bee Science in the context of the execution of the agreement under Article 3.4 and / or 3.5 directly to the third party concerned. When a third party nevertheless charges Dare2Bee Science costs of services in this context, these costs will be immediately passed on to the Client upon receipt of the relevant invoice by Dare2Bee Science.
4. Dare2Bee Science is always entitled to demand an advance payment from the Client. An advance received is deducted from the final invoice of the assignment.
5. Dare2Bee Science reserves the right to revise and change the (hourly) rates it applies annually.

Article 5. Terms of payment

1. Payment of the invoices by the Client must take place within 14 days of the invoice date by transfer to the bank account designated by Dare2Bee Science.
2. If the payment term referred to in Article 5.1 is exceeded, the Client will be in default by operation of law and the Client will owe the statutory (commercial) interest and the Client is also obliged to reimburse all (reasonable) judicial and extrajudicial costs and execution costs related to the collection of the invoiced amounts to be incurred. The extrajudicial costs are set at 15% of the principal, with a minimum of €40.00 excluding VAT, unless otherwise provided by law.
3. If the Client has not paid the total amount of the invoices due within the payment term referred to in Article 5.1, Dare2Bee Science is entitled to charge statutory commercial interest and extrajudicial collection costs according to the scale of the BIK, calculated per invoice amount.
4. Dare2Bee Science is in case of late payment of the (advance) invoices by the Client entitled to suspend the work at any time and keep the file until the full payment has been made.

Article 6. Confidentiality

1. The Client and Dare2Bee Science are both obliged to maintain the confidentiality of all confidential information they have obtained under the Agreement from each other or from another source for a period of two years. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.
2. If Dare2Bee Science on the basis of a legal provision or a legal judgment is obliged to provide confidential information to designated law or competent court third parties, and Dare2Bee Science cannot invoke a right of non-disclosure in this regard, then Dare2Bee Science is not obliged to pay compensation or compensate the Client.
3. Client and Dare2Bee Science will impose their obligations on the basis of this article to any third parties to be engaged by them.

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Article 7. Complaints

1. Complaints about the service of Dare2Bee Science can be made in writing within one month after completion of the activities to which the complaint relates. Dare2Bee Science will make every effort to resolve these together with the Client.

Article 8. Liability

1. Dare2Bee Science is not liable for damage, of whatever nature, caused by Dare2Bee Science assuming incorrect and / or incomplete data or information provided by or on behalf of the Client.
2. The Client will be the owner of the output of the Agreement and is allowed to claim intellectual property when applicable. Any unexpected costs incurred to transfer the intellectual property rights from Dare2Bee Science to the Client are borne by the Client. Dare2Bee Science will only charge for the hours spend for the transfer, but will not be entitled to additional reimbursements. Dare2Bee Science cannot be held liable for the accuracy of the patent application or any other public exposure of the output by the Client.
3. If Dare2Bee Science should - unexpectedly - be liable for any damage resulting from or related to the execution of the assignment, then the liability of Dare2Bee Science is limited to the amount that the (professional) liability insurance of Dare2Bee Science pays out in the relevant case, plus the amount of the deductible under that insurance.
4. In case, for whatever reason, the insurance referred to in Article 8.2 does not pay or does not provide cover, any liability of Dare2Bee Science is limited to the (fee) amount that Dare2Bee Science has charged and received for its work in the context of the relevant assignment to the Client, up to a maximum of €5,000.00.
5. Dare2Bee Science will exercise due care when engaging third parties. Dare2Bee Science is not liable for errors or shortcomings of these third parties.
6. The Client indemnifies Dare2Bee Science against all third-party claims, including the costs incurred by Dare2Bee Science in connection therewith, which arise directly or indirectly from or in connection with the activities carried out on behalf of the Client.
7. The limitations of liability and indemnification included in this article do not apply insofar as the damage is the result of intent or gross negligence of Dare2Bee Science.

Article 9. Expiry period

1. All claims of the Client against Dare2Bee Science expire in any case one year after the moment when the Client became known or could reasonably be aware of the existence of these claims.

Article 10. Privacy law

1. Dare2Bee Science will, in the execution of the assignment, observe all relevant laws and regulations in the field of the protection of personal data. Dare2Bee Science acts as controller when executing the assignment within the meaning of the General Data Protection Regulation, because Dare2Bee Science determines the purpose and means of the processing of personal data in the execution of the assignment. Dare2Bee Science processes personal data that it has received from the Client to execute the assignment and to comply with legal obligations, and will only further process this data if this is not incompatible with the purpose for which the personal data was received.

Article 11. Applicable law - competent court

1. Dutch law applies to all agreements between the Client and Dare2Bee Science to which these general terms and conditions apply.
2. All disputes that may arise between Dare2Bee Science and the Client will be brought before the Dutch court. Disputes between parties will initially be brought before the competent court in the district of Gelderland (the district in which Dare2Bee Science is located), unless the law prescribes otherwise.