



# General Terms and Conditions

Last updated: Sep 2023

## Article 1 Scope

1. These general conditions apply to all offers and agreements to which PS Health Sciences and Coaching is a party, unless explicitly agreed upon otherwise in writing.
2. PS Health Sciences and Coaching may amend these general terms and conditions. The latest version (at the time of conclusion of the contract) shall always apply.

## Article 2 Offer and conclusion of contract

1. All written offers of PS Health Sciences and Coaching are non-binding and valid for 14 days from the date of the offer, unless the offer explicitly states otherwise in writing. If the client has not accepted the offer within the aforementioned period, the offer expires unless extension of the offer has been agreed upon in writing. After expiration of the offer, PS Health Sciences and Coaching is entitled to change the offer.
2. An agreement is not concluded until the client and PS Health Sciences and Coaching have both signed the acceptance of the offer in writing.
3. Delivery times included in the offer are indicative and, if exceeded, will not give the client any right to dissolution or compensation, unless explicitly agreed otherwise.

## Article 3 Amendments and additional work

1. The parties may agree in the interim that the approach and scope of the agreement and/or the resulting work needs to be extended or changed. PS Health Sciences and Coaching will only perform additional work if the parties have signed a further written agreement to this effect.
2. Such additional work shall be compensated by the client according to the usual rates of PS Health Sciences and Coaching.
3. The client accepts that changes in the work as referred to in article 3.1 may affect the agreed or expected time of completion of the agreement.

## Article 4 Intellectual property and copyright

1. All intellectual property rights arisen during, or ensuing from, the execution of the assignment belong to PS Health Sciences and Coaching
2. The client is expressly prohibited from reproducing, disclosing or exploiting those products which the PS Health Sciences and Coaching 's intellectual property rights are vested in. Reproduction and/or disclosure and/or exploitation shall be permitted only after obtaining the PS Health Sciences and Coaching's written permission. The client is entitled to reproduce the written documents for use within its own organization, after written consultation with PS Health Sciences and Coaching.
3. In case of violation, PS Health Sciences and Coaching may terminate the agreement immediately. Fees already paid will then not be refunded.

## Article 5 Liability

1. PS Health Sciences and Coaching is not liable or responsible for any damage or injury resulting from or in connection with the follow-up of advice provided, except in case of intent or gross negligence.



2. The liability shall be limited to the amount paid out by the liability insurance in the matter concerned.
3. If, for whatever reason, no payment is made under this insurance, any liability shall be limited to compensation of direct damages up to the amount of the amount invoiced up to the moment of the incident.
4. The total liability of PS Health Sciences and Coaching on account of attributable failure in the execution of the agreement shall be limited to compensation of the direct damage up to the amount of the fee invoiced up to the time of the incident.
5. For contracts longer than 3 months, the liability on the part of PS Health Sciences and Coaching is limited to the amount of fees paid in those 3 months.
6. PS Health Sciences and Coaching is not liable for damages caused by the client's failure to timely provide accurate information which PS Health Sciences and Coaching needs for the proper execution of the agreement.
7. If the client believes he or she is entitled to compensation for the reasons indicated above, the client needs to submit a statement in writing to PS Health Sciences and Coaching to that effect, at the risk of lapse, within a reasonable period of time but at least within 6 months of termination of the contract.

#### **Article 6 Payment**

1. Payment by the client must be made within 14 days of invoice date, without discount or deduction by transfer to a bank account designated by PS Health Sciences and Coaching, unless otherwise agreed upon in writing.
2. If the client fails to pay the amounts due within the agreed period, after having been reminded at least once to pay within a reasonable period, the client is in default by operation of law. In that case, the client shall owe statutory interest on the amount due from the date on which the sum due becomes due and payable until the time of payment. In addition, PS Health Sciences and Coaching is entitled to outsource the claim, in which case the client shall be liable for extrajudicial collection costs and any judicial costs in addition to the total amount then due.
3. If the client objects to an invoice of PS Health Sciences and Coaching, the client shall indicate this in writing within 14 days from the date of the invoice by means of a motivation. If the client has not complied with the above, the client is deemed to have accepted the invoice.

#### **Article 7 Force majeure**

1. In case of force majeure, the delivery and other obligations of PS Health Sciences and Coaching are suspended. In that case, PS Health Sciences and Coaching is obliged to deliver as soon as reasonably possible. Force majeure includes unforeseen circumstances with regard to persons and/or material which PS Health Sciences and Coaching uses or tends to use in the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so difficult and/or disproportionately expensive that PS Health Sciences and Coaching cannot reasonably be expected to promptly fulfil the agreement. Such circumstances include government measures, business, traffic and/or transport disruptions, illness, technical complications unforeseen by both parties, etc.
2. If PS Health Sciences and Coaching has already partially fulfilled its obligations when the force majeure occurs, PS Health Sciences and Coaching is entitled to separately invoice what has already been delivered and the client is obliged to pay this invoice as if it were a separate transaction.

**Article 8 Termination**

Premature termination of an agreement is only possible if the parties have expressly agreed to this in writing or under payment of the amount due until the original end of the agreement, unless the parties have agreed in writing to another payment.

**Article 9 Complaints**

Complaints can be communicated in writing to PS Health Sciences and Coaching within 14 days of the execution of the assignment so that an appropriate solution can be sought.

**Article 10 Applicable law and choice of forum**

All agreements are governed by Dutch law. All disputes will be resolved by the competent court in the district in the province South Holland.