

GENERAL TERMS OF SERVICE OF MVO NEDERLAND

1-6-2021

Article 1. Applicability and amendments

- 1.1 These General Terms of Service apply to and form part of every offer that Stichting MVO Nederland (hereinafter: MVO Nederland) makes to a client (hereinafter: Client), and to every agreement that MVO Nederland negotiates with a client regarding the provision of services or the performance of work in the broadest sense (hereinafter: Services) by MVO Nederland. They also apply to any amendment or extension of these Services.
- 1.2 These General Terms of Service exclude the Client's general terms and conditions. The Client's general terms and conditions are expressly rejected by MVO Nederland.
- 1.3 If, in these General Terms of Service, an 'article' is referred to, an article in these General Terms of Service is meant, unless specified otherwise.
- 1.4 MVO Nederland may amend or supplement the contents of these General Terms of Service at any time. In this case MVO Nederland shall inform Client of the amendment in a timely manner. There will be a period of at least two months between the amendment and the coming into effect of the amended terms.
- 1.5 For all the following conditions, MVO Nederland and Client may have agreed on something else in the offer, agreement or a separate document. If that is the case, this other agreement will take precedence over what is stipulated in these General Terms of Service.

Article 2. Offers, rates and performance of the Agreement

- 2.1 All offers by MVO Nederland are without obligation unless a period for acceptance has been indicated.
- 2.2 All quotes are exclusive of VAT.
- 2.3 MVO Nederland is entitled to index and increase the agreed upon rate if during the term of the agreement the price level for Services undergoes a change that gives cause to do so.
- 2.4 MVO Nederland will provide the Services to the best of its knowledge and ability. Due to the nature of its Services, MVO Nederland usually cannot guarantee a specific outcome in advance.
- 2.5 All agreed upon Services are exclusively provided by MVO Nederland irrespective of whether the assignment is commissioned with a specific person in mind. The directors of MVO Nederland, as well as its employees who will provide the Service are not personally liable or bound to the Client. The agreement with MVO Nederland does not end in case of their death or other personal circumstances such as illness or termination of employment.
- 2.6 The terms agreed upon for the provision of the Services are not fixed or fatal. If MVO Nederland cannot provide a Service within the agreed upon term, all parties will consult about a new term. Damages suffered by Client as a result of the late delivery of Services will not be eligible for compensation.
- 2.7 MVO Nederland is entitled to engage third parties for the execution of its obligations under the agreement.

Article 3. Client's obligations

- 3.1 Client shall provide MVO Nederland with all necessary information for the execution of the agreement in a timely manner and guarantee that all information is correct, complete and up to date. Client shall provide all necessary cooperation.
- 3.2 Client is not entitled to transfer its rights or obligations under the agreement to third parties.

Article 4. Payment

- 4.1 Client shall pay the amounts charged to him within 30 days of the invoice date. Payments will be made to the IBAN indicated by MVO Nederland.

- 4.2 MVO Nederland is entitled to require a reasonable percentage as an advance payment and Client shall not refuse this based on unreasonable grounds.
- 4.3 If MVO Nederland is vindicated during legal proceedings, all (judicial and extrajudicial) costs incurred in connection to these proceedings shall be borne by Client.
- 4.4 The Client's right to set off his claims against MVO Nederland is excluded unless MVO Nederland is bankrupt or the judicial debt restructuring applies to MVO Nederland. Client is not entitled to - for whatever reason - suspend payments.

Article 5. Duration and termination of the Agreement

- 5.1 Unless agreed upon otherwise, agreements are entered into for a definite period of time, namely for (i) the period indicated in the offer or the agreement or, if no period is indicated, (ii) the period required for the execution of the agreement.
- 5.2 After expiry of the period or after the Services have been provided, the contract shall end by operation of law, without any notice being required.
- 5.3 MVO Nederland may terminate the agreement without further notice of default and with immediate effect if:
 - i. Client fails to fulfil any obligation under the agreement or the General Terms of Service or fails to do so on time or properly.
 - ii. Client acts in violation with the provisions of Article 6.4. In that case, the Client will immediately be in default.
- 5.4 If either Party is in suspension of payments, declared bankrupt or dissolved, the other Party is entitled to terminate the agreement with immediate effect.
- 5.5 Termination by Client, for whatever reason, never entitles Client to a refund of payments made by Client to MVO Nederland.
- 5.6 Terminations should be drawn up in writing or by email.

Article 6. Intellectual property rights of MVO Nederland and use of logo

- 6.1 Client does not acquire any rights of intellectual property such as copyright in relation to the Services provided by MVO Nederland. These intellectual property rights are vested in MVO Nederland. The same applies to the results of the Services provided by MVO Nederland such as but not limited to texts, reports, inventions, designs, know-how, databases, images, calculations, software or tools. MVO Nederland does hereby grant a non-exclusive and non-transferable right of use (license) to Client to use the results of the Services for the previously agreed upon purposes.
 - 6.2 Client shall not make any registrations or filings in respect of any results of the Services provided by MVO Nederland.
 - 6.3 In case Client provides MVO Nederland with something that MVO Nederland uses in the provision of its Services, such as photographs, information, texts or images, the Client guarantees that MVO Nederland can use these freely and include them in publications and expressions. Client shall indemnify MVO Nederland against all claims of third parties should it appear that the use thereof by MVO Nederland violates intellectual property rights or portrait rights of third parties.
 - 6.4 If Client is allowed to use the logo of MVO Nederland, he must comply with all conditions by MVO Nederland:
 - Client may only use the logo in its digital expressions;
 - use by the Client must not create the impression that the logo is a seal of approval;
 - Client may not make any changes to the logo or pass it on to third parties.
 - 6.5 In case of non-compliance with the provisions of the previous paragraph, MVO Nederland is entitled to terminate the agreement with immediate effect.

Article 7. Website of MVO Nederland

- 7.1 MVO Nederland is not liable for any damages or costs incurred as a result of the use or impossibility of use of the MVO Nederland website and/or other tools, apps or platforms made available by MVO Nederland.
- 7.2 MVO Nederland is entitled to change any content placed on the website by Client, as well as any links to external URLs.
- 7.3 Client hereby gives permission to mention Client in text and image in the expressions of MVO Nederland, including on its website.

Article 8. Confidentiality

MVO Nederland and Client shall treat all confidential (business) information which becomes known in the context of the execution of the agreement as confidential insofar as it is clear that it must be treated confidentially. In case of doubt, parties shall consult each other.

Article 9. Complaints, liability and force majeure

- 9.1 If Client is not satisfied with the Services provided by MVO Nederland, he should make this known to MVO Nederland in writing within 1 month after (a part of) the Services have been provided, stating reasons.
- 9.2 Client cannot derive any rights from the handling of a complaint. If Client complains timely, correctly and rightly about defects, the resulting liability for MVO Nederland is limited to the provisions below.
- 9.3 Unless stated otherwise in the agreement and subject to the provisions of the previous paragraph, any liability of MVO Nederland is limited to a maximum of the invoice amount relating to the provision of Services through which the damage was caused, with a maximum of € 10,000.
- 9.4 MVO Nederland is not liable for indirect damages suffered by Client or a third party as a result of the execution or non-execution of the agreement or the use or application (of the results) of the Services. Indirect damages include company damage, consequential damage, disappointed expectations, loss of profit, application of acquired knowledge, damage caused by violation of rights including intellectual property rights.
- 9.5 MVO Nederland is not entitled to appeal to the limitations of liability as mentioned in articles 9.3 and 9.4 if the damage in question was caused with intent or conscious recklessness of MVO Nederland.
- 9.6 Client shall indemnify MVO Nederland against all claims of third parties, directly or indirectly related to the execution of the agreement by MVO Nederland, if they result from an attributable shortcoming of Client or of third parties for which Client is responsible.
- 9.7 Both for the indemnification in the previous paragraph and for the indemnification with regard to intellectual property and portrait rights in Article 6, Client shall, as part of the indemnification, compensate MVO Nederland for all damages, including (legal) costs suffered by MVO Nederland as a result of such claims.
- 9.8 Force majeure (a "non-attributable failure to perform") on the part of MVO Nederland is in any case understood to mean a strike or excessive absenteeism of personnel, computer failures, government measures, such as, for example, a lock-down in the context of a pandemic or a natural disaster.
- 9.9 If Client breaches his obligations under the agreement or these General Terms of Service, he is liable for any resulting damages to MVO Nederland.

Article 10. Privacy

MVO Nederland ensures that the processing of personal information complies with the General Data Protection Regulation and other privacy legislation, as stated in the [Privacy Statement of MVO Nederland](#).

Article 11. Choice of law and competent court

- 11.1 These General Terms of Service and the agreement are governed by Dutch law.
- 11.2 MVO Nederland and Client shall attempt to resolve disputes concerning the interpretation or implementation of the General Terms of Service and the agreement by consultation first.
- 11.3 If an amicable solution is not possible, the dispute shall be settled by the competent court of the Central Netherlands District Court, including the President of the Central Netherlands District Court in summary proceedings.

For any translations of these General Terms and Conditions, [the original Dutch version](#) shall be binding.