

## General terms & conditions

### 1. General

- 1.1 These general terms and conditions (the 'TCs') with the effective date of 18 January 2025 apply to all services provided for by Tidalex experts under the name of Tidalex B.V. a company established at Guldenplantsoen 15 (3541 GS) at Utrecht. In these TCs 'Tidalex expert' means each individual expert or practice company individually affiliated to Tidalex B.V. who at any moment is specified as such on the website [www.tidalex.nl](http://www.tidalex.nl). Deviations from the TCs are only valid if agreed upon in writing.

### 2. Agreement and assignment

- 2.1 The agreement is concluded between the Tidalex expert who has been awarded the assignment of the client (the 'assignment') and subsequently agreed and accepted it and the client (the 'agreement').
- 2.2 The assignment is exclusive performed for the benefit of the client. Third parties cannot derive any rights from the agreement or the work performed.
- 2.3 The Tidalex expert will fulfil the assignment to the best of its ability and in accordance with professional standards. The assignment involves a best-efforts obligation unless otherwise explicitly stated in the engagement confirmation.
- 2.4 The client must provide the Tidalex expert with all necessary information that is required for proper and timely execution of the assignment. The client is responsible for the accuracy, completeness, and reliability of this information and documentation. The Tidalex expert may suspend the performance of its work until it has received from the client the information that is relevant for the execution of the assignment.
- 2.5 The Tidalex expert reserves the right to replace personnel assigned to the assignment or to engage the services of third parties when performing the assignment, but the latter only insofar as such is required for a proper performance.
- 2.6 Both the Tidalex expert as well as the client may terminate the agreement at any time. The client cannot dissolve (*ontbinden*) the agreement. Tidalex cannot be obliged to refund any amount received, on any grounds whatsoever.
- 2.7 The Tidalex Expert performs the assignment independently and there does not exist a relationship of subordination between the Tidalex expert and the client.

### **3. Fees**

- 3.1. The client pays fees in return for the services provided under the agreement by the Tidalex expert. Unless explicitly agreed upon otherwise with the Tidalex Expert, the fee is charged on the bases of the time spent and the hourly rate applicable to the assignment. The hourly rates of Tidalex Experts may vary.
- 3.2 If a fixed price has been agreed upon, the Tidalex Expert reserves the right to charge additional fees in addition to the fixed price for services that are not in scope of the assignment at the applicable hourly rate.
- 3.3 The Tidalex expert may require an advance fee payment from the client. Unless otherwise agreed, any advance fee payments will be settled against the final outstanding invoice at the end of the assignment.
- 3.4 All agreed amounts are exclusive of VAT (if applicable) and the Tidalex expert reserves the right to adjust the agreed hourly rate annually.

### **4. Payment**

- 4.1 The fees are invoiced monthly with a payment term of 14 days from the invoice date, unless otherwise agreed with the Tidalex expert. The client is not entitled to invoke suspension or set-off.
- 4.3 If an invoice is not paid within the payment term, the client is in default and owes statutory commercial interest as well as the full costs for extrajudicial and judicial collection. The Tidalex expert reserves the right to allocate payments made by the client first to the collection costs, then to the statutory commercial interest due and finally to the outstanding invoice amount.
- 4.4 If an invoice or advance is not paid within the payment term, The Tidalex expert may suspend its performance after notifying the client of its intention to do so. The Tidalex expert is not liable for any damages resulting from such suspension.

### **5. Intellectual property**

- 5.1 The Tidalex expert will retain all intellectual property rights related to materials (models, techniques, instruments) used or developed during the assignment and the Tidalex expert holds copyrights or other intellectual property rights with respect to such materials.
- 5.2 The client may reproduce written documents for internal use, provided they align with the assignment's purpose.

## **6. Confidentiality**

- 6.1 Unless required by law, regulation, or professional rules, the Tidalex expert will maintain confidentiality of any information the clients provides in the course of the assignment. Such information will only be used for its intended purpose unless the client provides for a written consent to use it for other purposes.

## **7. Liability**

- 7.1 Each Tidalex expert has a professional liability insurance ('insurance agreement'). The liability of the Tidalex expert in relation to the execution of the assignment – or on any other grounds – is limited to the amount covered and actually paid out in that specific case under the applicable insurance agreement including the amount of applicable excess (eigen risico) for as far as applicable under the relevant insurance agreement. At the request and expense of the client, specific additional insurance coverage can be arranged.
- 7.2 The Tidalex expert is not liable for consequential damages (including lost profits, penalties, goodwill loss, or missed opportunities).
- 7.3 The client and the Tidalex expert acknowledge the risks of electronic communication and recognize that neither party fully controls the reliability, availability, or security of either network and information systems nor data. Neither party to the agreement is liable for damages resulting from but not limited to electronic communication, viruses (in whatever form), spam filters, virus scanners.
- 7.4 The Tidalex expert is not liable for damages resulting from errors caused by incorrect or incomplete information provided by the client or third parties on behalf of the client.
- 7.5 The client indemnifies the Tidalex expert against claims from third in relation to the obligations under the agreement, including the costs of obtaining legal assistance.
- 7.6 Any claim brought against the Tidalex Expert shall expire if the client fails to notify the Tidalex Expert thereof in writing at the earliest possible moment, but not later in any case than 6 month after the client have become aware, or could reasonably have become aware, of the loss or damage and the liability of the Tidalex expert.
- 7.7 Tidalex B.V. is excluded from any form of liability under the agreement and the business relation between the Tidalex expert and the client.

## **8. Complaints**

- 8.1 Complaints regarding services must be submitted in writing and ultimately within 60 days after finalising of the performance, or from the moment the client has become – or could have become – aware of the defect.

## **9. Final provisions**

- 9.1 Dutch law exclusively governs the agreement between the client and the Tidalex expert. Disputes between the client and the Tidalex expert will exclusively be submitted and resolved by the competent court in Amsterdam.
- 9.2 In case a Dutch version of the TCs is available, the Dutch text of the TCs will prevail in case of a conflict between the Dutch version and the English version of the TCs.