

General Terms and Conditions Complexcel

Introduction

These general terms and conditions apply to all agreements and activities of the IT Consultant. Their purpose is to provide clarity regarding the rights and obligations of both parties, in order to ensure a professional and transparent cooperation. Deviations from these terms and conditions are only valid if expressly agreed upon in writing by both parties.

Article 1 – Definitions

In these terms and conditions, "Client" means the party that issues the assignment. "Consultant" means the contractor who carries out the assignment.

Article 2 – Applicability

These general terms and conditions apply to all offers, quotations, agreements, and activities of the Consultant, unless otherwise agreed in writing.

Article 3 – Execution of the Assignment

The Consultant shall perform the activities to the best of their knowledge, expertise, and ability. All obligations concern a best-efforts obligation, unless a result has been expressly and explicitly agreed upon in writing.

Article 4 – Obligations of the Client

The Client is responsible for the timely and accurate provision of all information, cooperation, and facilities necessary for proper execution of the agreement.

Article 5 – Liability

The Consultant is only liable for direct damage that is the direct result of an attributable shortcoming. In all cases, the Consultant's liability is limited to a maximum of the amount the Client has paid to the Consultant for the relevant assignment. The Consultant is never liable for indirect damage, consequential damage, or loss of profit.

Article 6 – Force Majeure

Force majeure refers to circumstances that prevent the fulfillment of the agreement and that cannot be attributed to the Consultant, such as telecommunications failures, power outages, illness, government measures, or natural disasters.

Article 7 – Fees and Payment

The Client is obliged to pay the agreed fees within the established period. If the payment term is exceeded, the Consultant is entitled to charge statutory interest and collection costs.

Article 8 – Confidentiality

Both parties undertake to maintain strict confidentiality regarding all confidential information obtained in the context of the agreement, except insofar as disclosure is required by law or court order.

Article 9 – Intellectual Property

All intellectual property rights arising from the execution of the agreement rest with the Consultant, unless otherwise agreed in writing. The Client only obtains a right of use for internal purposes.

Article 10 – Duration and Termination

The agreement may be terminated prematurely if one of the parties is in default and, after written notice of default, fails to remedy this within a reasonable period. Upon termination, payment obligations already incurred shall remain in effect.

Article 11 – Applicable Law and Disputes

These terms and conditions and all agreements are governed exclusively by Dutch law. Disputes shall be submitted to the competent court in the district where the Consultant is established.