

GENERAL TERMS AND CONDITIONS

Yvon van Bergen

Article 1. Definitions

For the purposes of these definitions, the following capitalised definitions have been used general terms and conditions the following meaning:

a. Contractor:

The Party who accepts the assignment.

b. Client:

A person who, or a company which, grants an assignment to a Contractor

c. Quotation:

A proposal to enter into an agreement, which loses its strength by time lapse or revocation

d. Offer

A proposal to enter into an agreement, which loses its power by time lapse or revocation

e. Contract term:

The period between the start date and the foreseen end date of the contract.

f. Execution time:

Period within which an order must be carried out.

Article 2. Client data (Privacy statement)

- Personal data being processed

Yvon van Bergen can process your personal data by using our services and because you can use them yourself when filling in the contact form on the website provided to Yvon van Bergen.

By using these services, you consent to their processing.

- Yvon van Bergen may process the following personal data

- o Your company name
- o Your first and last name
- o Your address details
- o Your phone number
- o Your e-mail address

- o Your account number
- o Notes during the coaching process
- Why this data is needed

Yvon van Bergen processes your personal data to contact you by telephone. if you so request, and/or in order to be able to contact you in writing if you can't be reached by phone.

In addition, we may use your personal data within the framework of the execution of an assignment agreement concluded with you or within the framework of our promotional activities.

- Why this data is needed

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In addition, we may use your personal data within the framework of the execution of an assignment agreement concluded with you or within the framework of our promotional activities.

- How long does Yvon van Bergen keep your data?

Yvon van Bergen stores your data in its customer database. Your data are not kept longer than is strictly necessary to achieve the goals, for which your data is collected. Your data will be kept if no agreement is reached with you.

- Sharing with others

Yvon van Bergen will only provide your details to third parties if this is necessary for the performance of an agreement with you, or to comply with a statutory commitment

- View, modify or delete data

You have the right to access, correct or delete your personal data. remove. You can send a request for inspection, correction or deletion to info@yvonvanbergen.nl Yvon van Bergen will be as soon as possible, but within four weeks, respond to your request.

- Filing a complaint

You have the right to lodge a complaint with the Authority on personal data if Yvon van Bergen does not comply with the above.

- Secure

Yvon van Bergen takes the protection of your data seriously and takes appropriate measures to prevent abuse, loss, unauthorised access, undesirable effects on the environment. to prevent disclosure and unauthorized modification.

Article 3: General

These conditions apply to all offers, quotations and agreements between Yvon van Bergen, hereinafter referred to as: "Contractor", and a Client to which Octrooibureau Novopatent has declared these terms and conditions applicable, to the extent of the parties have not expressly deviated from these terms and conditions in writing. The present terms and conditions also apply to actions of the parties. Contractor in the context of the / an assignment hired third parties. These general terms and conditions have also been written for the Client's employees and his management.

The applicability of any purchase or other terms and conditions of the Client shall be governed by the law of the Netherlands expressly rejected.

If one or more provisions of these general terms and conditions are at any time entirely or partially null and void or if it were to be annulled, it shall remain in this general terms and conditions were fully applicable. Contractor and the Client will then consult with each other in order to formulate new provisions as a replacement.

of the void or voided provisions, whereby as far as possible the purpose and scope of the original provisions are respected.

If there is uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation should be 'in the spirit' of these general terms and conditions provisions.

If a situation arises between the parties that does not occur in these general terms and conditions

is settled, then this situation should be assessed in the spirit of these general terms and conditions.

If the Contractor does not always require strict compliance with these terms and conditions, this does not mean that its provisions do not apply, or that

The Contractor would in any event lose the right, in other cases, to take the necessary measures to ensure that the require compliance with the provisions of these terms and conditions.

Article 4: Quotations

1. Yvon van Bergen, hereinafter to be referred to as Yvon van Bergen is only bound by the offers

bound if the acceptance thereof by the principal in writing by him is confirmed within 8 days.

2. The prices stated in the offer are exclusive of VAT, unless stated otherwise.

3. All offers and quotations made by the Engaged Firm are without obligation, unless the offer states otherwise.

a time limit for acceptance has been set. If no time limit for acceptance has been set, the offer always expires after 8 days.

4. The contractor cannot be held to his offers or quotations if the Client can reasonably understand that the quotations or offers, or contains any part of it, an obvious mistake or slip of the pen. If the acceptance (whether or not on minor points) deviates from what is stated in the offer or the If an offer is included in an offer, the Contractor is not bound by it. The agreement is then not concluded in accordance with this different acceptance, unless the Contractor indicates otherwise.

5. A compound quotation does not oblige the Contracted Party to carry out part of the contract for a corresponding part of the price quoted. Offers or quotations do not automatically apply to future orders.

Article 5: Implementation of the agreement

1. Yvon van Bergen will honour the agreement to the best of its knowledge and ability and perform in accordance with good craftsmanship.

2. Yvon van Bergen has the right to have certain activities carried out by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is explicitly referred to as follows excluded.

3. The Client will ensure that all data of which the Contracted Party indicates that they are necessary or to which the Client reasonably belongs understand that they are necessary for the performance of the Agreement, in a timely manner to

Contractor will be provided. If, for the execution of the Agreement the necessary information has not been provided to the Contractor in good time, the Contractor has

the right to suspend the performance of the agreement and/or the delay additional costs incurred by the Client according to the customary rates at that time to be charged. The execution period shall not commence until after the The Principal has made the data available to the Contracted Party.

Octrooibureau Novopatent shall not be liable for damage of any nature whatsoever arising from the fact that

The Contracted Party has assumed that the Client has provided incorrect information and / or incomplete data.

4. Yvon van Bergen is not liable for damage, of whatever nature, caused by the fact that Yvon van Bergen proceeded on the basis of incorrect information provided by the client and/ or

incomplete data, unless he/she is aware of such inaccuracy or incompleteness was supposed to be.

5. If it has been agreed that the agreement will be carried out in stages, Yvon may of Bergen to suspend the implementation of those parts belonging to a subsequent phase until the client has the results of the preceding phase in writing

approved.

Octrooibureau Novopatent shall be entitled to execute the agreement in various phases and to use the part thus exported to be invoiced separately.

Article 6: Duration of contract; execution period

1. The agreement shall be entered into for an indefinite period of time, unless the parties expressly agree otherwise.

2. Is within the term of the agreement for the completion of certain work, then this is not a deadline, unless expressly agreed otherwise.

Article 7: Amendment of the agreement

1. If, in the course of performance of the contract, it becomes apparent that it is necessary to amend the change the work to be carried out, the parties shall, in good time and in mutual consultation amend the Agreement accordingly.

2. If the Parties agree to amend the Agreement, the time of the completion of the execution. Yvon van Bergen will inform the client as soon as possible.

3. If the amendment or supplement to the agreement is financial and/or qualitative have consequences, Yvon van Bergen will inform the client about this in advance. inform. If a fixed fee has been agreed, Yvon van Bergen shall in that respect indicate the extent to which the amendment or supplement to the agreement constitutes a exceeds this fee.

4. Contrary to paragraph 3, Yvon van Bergen shall not charge additional costs if the change or addition is the result of circumstances which may affect him/her are attributed.

Article 8: Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information which they

obtained under their agreement from each other or from any other source.

Information shall be deemed to be confidential if communicated by the other party or if results from the nature of the information.

Article 9: Intellectual property

1. Without prejudice to the provisions of article 6 of these terms and conditions, Yvon van Bergen retains the rights and powers vested in him/her by virtue of the

Copyright law.

2. All documents provided by Yvon van Bergen, such as reports, advice, drafts, sketches, drawings, software, etc., are intended exclusively for use by the client and may not, without the prior consent of Yvon of Mountains are duplicated, made public, or brought to the attention of third parties.

3. Yvon van Bergen also retains the right to refuse to carry out the work as a result of the to use increased knowledge for other purposes, in so far as this does not involve confidential information is brought to the attention of third parties.

Article 10: Termination

1. Both parties may terminate the agreement in writing at any time.

2. If the agreement is terminated prematurely by client, Yvon of Mountains are entitled to compensation for the resulting damage and plausibility occupancy loss, unless the termination was based on facts and circumstances are attributable to Yvon van Bergen. Furthermore, the client is then obliged to pay the invoices for work carried out up to that time. The The provisional results of the work carried out up to that point will therefore be published in the Official Journal of the European Communities.
reservations are made available to the client.

3. If the agreement is terminated prematurely by Yvon van Bergen, Yvon van Bergen, in consultation with the client, will take care of the transfer of the work still to be carried out.
work on third parties, unless there are facts and circumstances surrounding the termination of the contract.
that are attributable to the client.

4. If the transfer of the activities for Yvon van Bergen results in additional costs with these will be charged to the client.

Article 11: Suspension or Dissolution of the Agreement

a. Suspension

Octrooibureau Novopatent shall be entitled to suspend the fulfilment of the obligations or to suspend the

terminate the agreement if the Client fails to fulfil its obligations under the agreement.

does not fulfil, does not fully fulfil or does not timely fulfil the agreement, after the conclusion of the agreement

Circumstances brought to the attention of the Contractor give good reason to fear that the Client will not comply with the obligations, if the Client, at the time of closing of the agreement has been requested to provide security for the satisfaction of his obligations under the agreement and this security is lacking or insufficient or if as a result of the delay on the part of the Client, the Contracted Party can no longer be required to enforce the agreement against the originally agreed conditions will be met.

b. Dissolution

Furthermore, the Contractor is authorised to dissolve the Agreement if Circumstances arise which are of such a nature as to require performance of the agreement is impossible or if circumstances of such a nature otherwise arise that the unaltered maintenance of the Agreement does not reasonably involve Contractor may be required.

If the agreement is dissolved, the Contractor's claims on the Principal immediately due and payable. If the Contracted Party fails to comply with the suspend his obligations, he retains his rights under the law and the agreement.

If Octrooibureau Novopatent suspends or dissolves its obligations, it shall not in any way obliged to compensate damages and costs incurred in any way whatsoever as a result.

If the dissolution is imputable to the Client, the Contracted Party will be entitled to to compensate the damage, including costs, thereby directly and indirectly arise.

If the Client does not fulfil his obligations arising from the agreement

If the Contracted Party fails to fulfil its obligations and this failure to fulfil its obligations justifies dissolution, the Contracted Party shall be entitled to dissolve the agreement immediately and with immediate effect without any obligation for its part to pay any compensation or indemnity, while the Principal, on account of breach of contract, to pay damages, or compensation is mandatory.

If the Agreement is terminated prematurely by Octrooibureau Novopatent, Octrooibureau Novopatent shall

The Contracted Party, in consultation with the Client, will arrange for the transfer of any goods yet to be transferred to the Client.

perform work on third parties. This unless the cancellation to the Client is imputable. If the transfer of the work for the Contractor extra costs, then these will be charged to the Client.

The Client shall be obliged to pay these costs within the period specified for this purpose. unless the Contractor indicates otherwise.

c. Premature termination of the Agreement.