



Article 1 General

These conditions apply to every offer, quotation and agreement between Lean Capability Builders (LCB) BV, hereinafter referred to as "The Contractor", and a Customer to which The Contractor has declared these conditions applicable, insofar as these conditions have not been expressly deviated from by the parties in writing.

The present terms and conditions shall also apply to the actions of third parties engaged by The Contractor in the context of the order. These general terms and conditions are also written for the employees of The Contractor and its management.

The applicability of any purchase or other conditions of the Client is explicitly rejected.

If one or more provisions of these general terms and conditions should at any time be wholly or partially invalid or declared null and void, the other provisions of these general terms and conditions will remain fully applicable. The Contractor and the Client shall then consult to agree on new provisions to replace the null and void provisions, taking into account as much as possible the purpose and intent of the original provisions.

If any uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation must be found 'in the spirit' of these provisions.

If a situation arises between the parties that has not been provided for in these general terms and conditions, 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 the provisions thereof do not apply, or that The Contractor would in any way lose its right to require strict compliance with the provisions of these terms and conditions in other cases.

Article 2 Quotations, offers

All quotations and offers of The Contractor shall be without obligation, unless the quotation states a period for acceptance. If no acceptance period is set, the offer shall always expire after 14 days.

The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or error.

The prices given in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in connection with the Agreement, including travel and accommodation, postage and administration costs, unless otherwise indicated.

If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, The Contractor shall not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless The Contractor indicates otherwise.

A compound quotation shall not oblige The Contractor to execute part of the order for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Contract duration, implementation periods, transfer of risk, implementation and amendment of the agreement, price increase

1. The agreement between The Contractor and the Client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a term has been agreed or specified for the execution of certain work or the delivery of certain goods, this will never be a deadline. If a term is exceeded, the Client must therefore give The Contractor written notice of default. The Contractor must be given a reasonable period in which to perform the Agreement after all.
3. The Contractor shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The above shall be based on the current state of knowledge.
4. Contractor shall be entitled to have certain work carried out by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is explicitly excluded.
5. If, in the context of the assignment, The Contractor or third parties engaged by The Contractor perform work at the Client's premises or at a location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge.



6. The Contractor will be entitled to execute the Agreement in several phases and to invoice the part so executed separately.
7. If the Agreement is performed in phases, The Contractor may suspend the performance of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
8. The Client shall ensure that all information which the Contracted Party indicates is necessary or which the Client should reasonably understand is necessary for the fulfilment of the Agreement is provided to the Contracted Party in good time. If the information required for the fulfilment of the agreement is not provided to The Contractor in good time, The Contractor has the right to suspend the fulfilment of the agreement and/or to charge the Client for the additional costs arising from the delay at the then customary rates. The completion period shall not commence before the Client has made the information available to The Contractor. The Contractor shall not be liable for loss or damage of any kind suffered because The Contractor relied on incorrect and/or incomplete information supplied by the Client.
9. If, during the fulfilment of the Agreement, it turns out that it is necessary to amend or supplement it in order to ensure its proper fulfilment, the parties will proceed to amend the Agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the Principal, of the competent authorities et cetera, is amended and the agreement is thereby qualitatively and/or quantitatively changed, this may have consequences for what was originally agreed. As a result, the originally agreed amount may also be increased or decreased. Contractor will provide as much advance notice as possible. By amending the Agreement, the originally stated term of execution may also be changed. The Client accepts the possibility of amending the Agreement, including the change in price and term of execution.
10. If the Agreement is amended, including an addition, then The Contractor is entitled to execute this only after the person authorised within The Contractor has given his approval and the Client has agreed to the price and other conditions specified for the execution, including the time to be determined at that time. The failure to execute the amended agreement or to execute it immediately does not constitute a breach of contract on the part of The Contractor and does not constitute grounds for the Client to cancel the agreement.
11. Without being in default, The Contractor may refuse a request to amend the Agreement if this could have consequences, in qualitative and/or quantitative terms, for example for the work to be carried out or the goods to be supplied in this context.
12. In the event that the Client fails to properly fulfil its obligations towards The Contractor, the Client will be liable for all direct or indirect losses suffered by The Contractor as a result.
13. If the Contracted Party agrees upon a fixed fee or fixed price with the Client, then the Contracted Party will nevertheless be entitled to increase this fee or price at any time without the Client having the right to terminate the Agreement for that reason if the increase in the price is the result of a power or obligation under the law or regulations or is the result of an increase in the price of raw materials, wages, etc. or on other grounds which could not have been reasonably foreseen at the time the Agreement was concluded.
14. If the price increase other than as a result of an amendment to the Agreement is more than 10% and occurs within three months of the conclusion of the Agreement, only the Client who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code shall be entitled to dissolve the Agreement by means of a written statement, unless Contractor is then still willing to perform the Agreement at the originally agreed amount;
15. If the price increase arises from a power or an obligation imposed on The Contractor by law;
16. If it has been stipulated that delivery will take place more than three months after the conclusion of the agreement;
17. Or, in case of delivery of a good, if it has been stipulated that delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and early termination of the agreement

1. The Contractor shall be authorised to suspend the fulfilment of its obligations or to dissolve the Agreement if the Client fails to fulfil its obligations arising from the Agreement, or fails to fulfil them in full or in good time, or if circumstances come to The Contractor's knowledge after the Agreement has been concluded which give it good reason to fear that the Client will not fulfil its obligations, if, upon entering into the Agreement, the Client was asked to provide security for the fulfilment of his obligations under the Agreement and this security is not provided or is insufficient or if, due to a delay on the part of the Client, the Contracted Party can no longer be required to fulfil the Agreement under the terms originally agreed upon.
2. In addition, The Contractor shall be authorised to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer reasonably be required of it.
3. If the agreement is dissolved, the The Contractor's claims against the Client shall become immediately due and payable. If the Contracted Party suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement.
4. If the Contracted Party proceeds with suspension or dissolution, it shall not be liable in any way whatsoever for the payment of damage and costs arising from this.
5. If the dissolution is attributable to the Client, the Contracted Party will be entitled to compensation for the loss, including the costs incurred directly and indirectly as a result.
6. If the Client fails to fulfil its obligations arising from the Agreement, and this failure justifies dissolution, then the Contracted Party will be authorised to dissolve the Agreement with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client will be obliged to pay compensation or indemnification on account of breach of contract.
7. If the Agreement is terminated prematurely by the Contracted Party, the Contracted Party will, in consultation with the Client, arrange for the transfer of the work still to be performed to third parties. This is the case unless the Client is responsible for the termination. If The Contractor incurs additional costs as a result of transferring the work, these will be charged to the Principal. The Client is obliged to pay these costs within the specified period, unless The Contractor indicates otherwise.
8. In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and to the extent that the attachment has not been lifted within three months - at the expense of the Principal, of debt rescheduling or any other circumstance as a result of which the Principal can no longer freely dispose of its assets, the Contracted Party will be free to terminate the agreement at once and with immediate effect or to cancel the order or the agreement, without any obligation on its part to pay any compensation or indemnification. The Contractor's claims against the Client shall, in that case, be immediately due and payable.
9. If the Client cancels an order placed entirely or partially, the work performed and the goods ordered or prepared for it, plus any costs of supply and delivery thereof and the working time reserved for the performance of the agreement, will be charged in full to the Client.

Article 5 Force majeure

1. The Contractor shall not be obliged to fulfil any obligation towards Client if it is prevented from doing so due to a circumstance that is not attributable to fault, and for which it cannot be held accountable by virtue of the law, a juristic act or generally accepted practice.
2. In these general terms and conditions, force majeure shall be understood, in addition to its meaning in law and legal precedent, to be any external cause, foreseen or unforeseen, over which The Contractor cannot exercise any control, but which prevents The Contractor from fulfilling its obligations. This includes strikes at the company of The Contractor or third parties. Contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after Contractor should have fulfilled its obligation.



3. Contractor may suspend its obligations under the Agreement during the period of force majeure. If this period lasts longer than six months, either party shall be entitled to dissolve the agreement without any obligation to pay the other party damages.
4. Insofar as The Contractor has already partially fulfilled its obligations arising from the Agreement or will be able to fulfil them at the time when the force majeure occurs, and insofar as independent value can be attributed to the part already fulfilled or still to be fulfilled respectively, The Contractor is entitled to invoice the part already fulfilled or still to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment shall always take place within 15 days of the invoice date, in a manner to be indicated by The Contractor and in the currency in which the invoice was made, unless indicated otherwise by The Contractor in writing. The Contractor shall be entitled to invoice periodically.
2. If the Client fails to pay an invoice on time, the Client is legally in default. The Client shall then owe statutory interest. The interest on the amount due and payable shall be calculated from the moment that the Client is in default until the moment of payment of the amount due in full.
3. The Contractor shall be entitled to have payments made by the Client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. The Contractor may, without thereby falling into default, refuse an offer of payment if the Client indicates a different sequence for the allocation of the payment. The Contractor may refuse full repayment of the principal sum, if this does not include the accrued interest and collection costs.
4. The Client shall never be entitled to set off any amounts owed by him to The Contractor. Objections to the amount of an invoice do not suspend the payment obligation. Nor is the Client who is not entitled to invoke Section 6.5.3 (Sections 231 up to and including 247 of Book 6 of the Dutch Civil Code) entitled to suspend payment of an invoice for any other reason.
5. If the Customer is in default or breach of contract in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Customer. The extrajudicial costs are calculated on the basis of what is customary in the Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. However, if The Contractor has incurred higher costs for collection that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Principal. Principal is also due interest over the due collection costs.

Article 7 Retention of title

1. All goods delivered by The Contractor in the context of the agreement will remain the property of The Contractor until Client has properly fulfilled all obligations arising from the agreement(s) concluded with The Contractor. 2.
2. Any items delivered by The Contractor which are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or encumber in any other way the goods covered by retention of title.
3. The Client must always do everything that can reasonably be expected of him to safeguard the Supplier's property rights. If third parties levy attachment on the goods delivered subject to retention of title or wish to establish or assert rights to them, the Client is obliged to inform the Contracted Party thereof immediately. Furthermore, the Principal undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft, and to make the insurance policy available for inspection by Contractor on demand. Contractor is entitled to any insurance payment. As far as necessary, the Client undertakes vis-à-vis The Contractor to cooperate in everything that might (appear to) be necessary or desirable in that context.



4. In the event that The Contractor wishes to exercise its property rights as indicated in this article, Client gives unconditional and irrevocable permission in advance to The Contractor and any third party designated by The Contractor to enter all places where the property of The Contractor is located and to repossess it.

Article 8 Liability

1. Should The Contractor be liable, then this liability shall be limited to what has been regulated in this provision. 2.
2. The Contractor shall not be liable for loss or damage of any kind arising because The Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client.
3. If The Contractor should be liable for any loss or damage, then The Contractor's liability shall be limited to a maximum of once the invoice value of the order, or at least to that part of the order to which the liability applies.
4. The Contractor's liability shall in any event be limited to the amount paid out by its insurer in the case in question.
5. Contractor will only be liable for direct loss.
6. Direct loss shall be understood to mean only the reasonable costs of determining the cause and extent of the loss, to the extent that such determination relates to loss within the meaning of these general terms and conditions, any reasonable costs incurred to have the Engaged Firm's defective performance conform to the Agreement, to the extent that such costs can be attributed to the Engaged Firm, and reasonable costs incurred to prevent or limit the loss, to the extent that the Client demonstrates that such costs have resulted in a limitation of direct loss as referred to in these general terms and conditions. The Contractor shall never be liable for indirect loss, including consequential loss, loss of profits, lost savings and loss due to business interruption.
7. The limitations of liability included in this article shall not apply if the damage is due to intent or gross negligence on the part of The Contractor or its executive employees.

Article 9 Indemnification

The Client indemnifies The Contractor against any claims from third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to parties other than The Contractor. Should The Contractor be held liable by third parties for this reason, then the Client shall be obliged to assist The Contractor in court and without delay in doing all that may be expected of it in such case. If the Client fails to take adequate measures, The Contractor shall be entitled to do so itself, without notice of default. All costs and damage incurred by The Contractor and third parties as a result will be borne in full by the Client.

Article 10 Intellectual property

The Contractor reserves the rights and powers vested in it pursuant to the Dutch Copyright Act (Auteurswet) and other intellectual laws and regulations. The Contractor shall be entitled to use the knowledge acquired in executing an agreement for other purposes, to the extent that no strictly confidential information of the Client is disclosed to third parties.

Article 11 Applicable law and disputes

1. All legal relationships to which The Contractor is a party shall be governed exclusively by Dutch law, even if an obligation is wholly or partially fulfilled abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in Amersfoort is exclusively authorised to take cognisance of disputes, unless the law prescribes otherwise. Nevertheless, The Contractor has the right to submit the dispute to the court which has jurisdiction according to the law.
3. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.



Article 12 Privacy

The way in which we handle provided personal data is laid down in our privacy statement (<https://lcbgroup.nl/en/privacy-statement/>).

Article 13 Location and amendment of General Terms and Conditions

1. The original Dutch Version of these terms and conditions have been deposited at the Chamber of Commerce.
2. The most recently filed version or the version that applied at the time the legal relationship with The Contractor was established shall always apply.
3. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.