



## General Terms and Conditions of Respondenten.nl

### 1. Definitions

For the purposes of these general terms and conditions the following definitions will apply:

Agreement:	Any assignment or agreement between Respondenten.nl and Client concerning the provision of Services.
Respondenten.nl:	Respondenten.nl, with its registered office and principal place of business at Land van Cocagneplein 1 B, Amsterdam 1093NB.
General Terms and Conditions:	These general terms and conditions of Respondenten.nl.
Client:	The natural or legal person with whom Respondenten.nl has entered into an agreement to deliver services and/or otherwise or to whom Respondenten.nl has made an offer to this purpose, or any other announcement.
Services:	Any services offered by Respondenten.nl that are the subject of an offer, quotation, Agreement or any other legal act between Respondenten.nl and Client, including but not limited to the services stated in the Appendix to these General Terms and Conditions.
Parties:	Respondenten.nl and the Client.

### 2. Applicability and changes

- 2.1. These General Terms and Conditions apply to and constitute an indivisible part of all Agreements and offers or quotations issued by Respondenten.nl, to the exclusion of the general purchase or any other terms and conditions of the Client. If, notwithstanding the above, the conditions of the Client are also applicable, these General Terms and Conditions will always prevail.
- 2.2. In the event that these General Terms and Conditions were once applicable to a legal relationship between Respondenten.nl and the Client, the Client will be considered to have consented in advance to the applicability of these General Terms and Conditions to any Agreement that is subsequently concluded and entered into.

- 2.3. Respondenten.nl reserves the right to change these General Terms and Conditions at any time. If the Client does not object within four weeks of being informed that the conditions have



changed, the changed General Terms and Conditions will apply to the Agreement. If the Client objects to the changed conditions they have the right to terminate the Agreement without being liable to pay compensation to Respondenten.nl, provided that they:

2.3.1. inform Respondenten.nl in writing that they wish to terminate the Agreement due to the changed conditions; and

2.3.2. Respondenten.nl does not inform the Client within four weeks of receiving such a notification that it is willing to set forth the agreement under the old conditions.

### **3. Offers, quotations and Agreements**

- 3.1. All offers and quotations are completely free of obligation unless a term of acceptance is stated therein. Respondenten.nl will be bound by an offer or quotation only if the Client's acceptance is confirmed in writing within 30 days.
- 3.2. An Agreement will not come into effect until an assignment has been accepted or confirmed in writing or when Respondenten.nl actually implements the Agreement.
- 3.3. In the event that the assignment has not been accepted or confirmed in writing and Respondenten.nl nevertheless implements the Agreement, the Parties will consider the invoice to be the document deemed to state the content and purport of the Agreement correctly and in full.
- 3.4. There will never, in any event, be an employment agreement between the Client and Respondenten.nl. This concerns a contract for services.
- 3.5. Offers and quotations will not automatically apply to future assignments unless this is explicitly stated in Respondenten.nl's proposal.

### **4. Implementation of the Agreement**

- 4.1. Respondenten.nl shall implement the Agreement to the best of its knowledge and ability and in accordance with high standards, all this insofar as is reasonable. All obligations of Respondenten.nl are to perform to the best of its abilities. Respondenten.nl never guarantees a specific result, and can accept no liability whatsoever for not bringing about the goal envisaged by the Client.
- 4.2. Respondenten.nl retains the right to have certain tasks performed by third parties.
- 4.3. The Client is responsible for ensuring that all information deemed by Respondenten.nl to be necessary, or which the Client might be reasonably expected to understand is necessary, for the implementation of the Agreement is provided to Respondenten.nl in good time.
- 4.4. If information necessary for the implementation of the Agreement is not provided in good time, Respondenten.nl retains the right to suspend implementation of the Agreement and/or to charge for the extra costs resulting from the delay according to its customary fees.
- 4.5. If the Client provides Respondenten.nl with information carriers, electronic files or software, the Client guarantees that these information carriers, electronic files or software are free from viruses and defects.
- 4.6. Extra work resulting from additions, changes or further information concerning the assignment will be charged to the Client. The payment for extra work will be determined in the same way as payment for existing services set out when entering into the Agreement.





## 5. Prices, invoicing and payment

- 5.1. All remunerations are expressed in euros exclusive of any turnover tax.
- 5.2. Remunerations also exclude any other duties and costs unless stated otherwise.
- 5.3. Invoicing will take place following the delivery of the Services agreed upon.
- 5.4. Payment by the Client will take place within 30 (thirty) days of the date of invoice.
- 5.5. If the payment term stipulated in paragraph 4 is exceeded, the Client will be in default by operation of law from the day upon which the term expired, without any further notice of default being required on the part of Respondenten.nl. In such an event the Client will owe the statutory interest stipulated in article 6:119a of the Dutch Civil Code on the outstanding amount from the date upon which it should have been paid, whereby part of a month will be counted as a whole month. All extra judicial and judicial collection costs will be borne by the Client.
- 5.6. In the event of winding-up, bankruptcy, admission to the statutory debt management scheme, attachment or suspension of payment on the part of the Client, Respondenten.nl's claims against the Client will be immediately due and payable.
- 5.7. Payments made by the Client will in the first instance serve to settle any outstanding interest and costs and only then to settle the oldest outstanding due and payable invoices, despite any derogating indications from the Client.
- 5.8. The Client is not authorised to suspend or settle payments due to actual or alleged shortcomings of Respondenten.nl.

## 6. Liability, indemnity and force majeure

- 6.1. Respondenten.nl is not liable for any damage of any nature whatsoever if Respondenten.nl has acted on the basis of incorrect and/or incomplete information provided by the Client.
- 6.2. Respondenten.nl's liability is always limited to the maximum amount of the consideration for the delivered service.
- 6.3. If there is an agreement for more than three months, the maximum amount of liability will be the amount of the payment that has been or will be invoiced by Respondenten.nl for the portion of the three months prior to the event that caused the damage.
- 6.4. If third parties hold Respondenten.nl liable for damage caused by an act/omission of Respondenten.nl and/or its employees and/or third parties it has engaged, the Client will unconditionally indemnify Respondenten.nl in cases in which Respondenten.nl is not or no longer liable towards the Client, either on the grounds of these General Terms and Conditions, or otherwise. If Respondenten.nl is nonetheless obliged to pay compensation to third parties, Respondenten.nl has right of recourse against the Client. This right of recourse covers compensation paid or to be paid by Respondenten.nl as well as interest and costs within the scope of article 6:96 paragraph 2, sub-paragraphs a to c of the Dutch Civil Code, as well as the full costs of legal assistance incurred by Respondenten.nl.
- 6.5. Liability shall always remain limited to direct damage suffered by the Client. Direct damage is exclusively understood as out-of-pocket costs that the Client has had to incur in relation to the event that caused the damage. Loss of goodwill, future turnover or profit, claims from third parties due to damage other than direct damage, employee hours and such are not eligible for compensation.





- 6.6. Respondenten.nl will in no case be liable for:
- 6.6.1. damage to the Client or third parties that is the result of the provision of incorrect or incomplete information by the Client or is the result of incorrect acts or omissions on the part of the Client or persons appointed by them or persons for whom the Client is otherwise responsible
  - 6.6.2. mutilation, destruction or loss of information
  - 6.6.3. damage to the Client or third parties that is the result of an act or omission on the part of auxiliary persons engaged by Respondenten.nl, including persons involved in the assignment through Respondenten.nl (such as participants in panels, research, etc.).
- 6.7. Without prejudice to Respondenten.nl's other rights arising from an agreement or the law, the Client shall be liable for all damage (including, to prevent misunderstandings, legal costs) suffered by Respondenten.nl if they fail imputably or act wrongfully towards Respondenten.nl. The Client indemnifies Respondenten.nl for all claims from third parties related to such imputable failures or wrongful acts.
- 6.8. No party will be liable for compensation if the failure is not their fault or cannot be attributed to them by virtue of the law, a legal act or generally accepted practice.

## 7. **Employees of Respondenten.nl**

- 7.1. For the duration of the Agreement, and for a period of two years following its termination, the Client may not employ any employees or former employees of Respondenten.nl, nor have them perform work for them in any other way either directly or indirectly if the employee or former employee has been in the employment of Respondenten.nl within the preceding six months without obtaining permission to do so from Respondenten.nl.
- 7.2. If the Client does not abide by the provisions set out in the previous paragraph, they will immediately owe Respondenten.nl a penalty equal to twelve times the last gross monthly salary of the employee or former employee in question without any notice of default being required. If and insofar as the damage suffered by Respondenten.nl due to such a violation exceeds the stipulated penalty, Respondenten.nl reserves the right to claim compensation of the full amount, including costs and interest.





## 8. Privacy

- 8.1. Within the framework of an assignment, Respondenten.nl may issue a respondent list to the Client containing the personal data of respondents who have agreed to participate in a specific piece of research. The respondents in question will have given their permission for the use of their personal data as contained in the respondent list. This permission is strictly limited to the use of personal data within the context of the specific piece of research in question. Under the Personal Data Protection Act, the Client is the responsible party within the framework of that piece of research, and must ensure that the personal data is not used for any purpose other than the research in question, that it is not made available either directly or indirectly to third parties, including any of their clients, and that it is destroyed immediately at the end of the research.
- 8.2. Upon issuing the assignment and receipt of the respondent list, the Client indemnifies Respondenten.nl for any and all damage arising from a violation of the Personal Data Protection Act by the Client or third parties.

## 9. Intellectual property rights

- 9.1. Respondenten.nl retains the rights and powers that accrue to it on the grounds of any intellectual property rights. Respondenten.nl therefore retains all rights to everything brought about under the Agreement.
- 9.2. All documents issued by Respondenten.nl, such as reports, recommendations, agreements, designs, etc. are intended for the exclusive use of the Client and may never be replicated, made public or shared with third parties without prior written permission from Respondenten.nl, unless it appears otherwise from the nature of the materials issued.
- 9.3. The Client indemnifies Respondenten.nl against claims by third parties concerning intellectual property rights to materials or information provided by the Client to be used for the implementation of the Agreement.

## 10. Confidentiality

- 10.1. The Parties will not make confidential information of the other party available to third parties or otherwise make them public in any way whatsoever. The parties will keep confidential information secret and take all reasonable measures to guarantee confidentiality.
- 10.2. Confidentiality within the meaning of this article includes all financial information, all personal data made available to the Client by Respondenten.nl, all the personal data of persons involved in the assignment by or through Respondenten.nl (including participants in panels, research, etc.), information that has been marked as such by a party and all other information whose confidential nature is known or could reasonably be expected to be apparent.
- 10.3. The Parties do not have to observe confidentiality insofar as the provision of information is necessary on the grounds of a legal obligation, insofar as the information is provided to advisors bound by secrecy, or if the information is already public and generally accessible for reasons other than negligence on the part of the party concerned.





## 11. Duration of the Agreement, notice and termination

- 11.1. The Client may not terminate or dissolve the Agreement other than on the grounds of the provisions of this article.
- 11.2. The Parties will enter into the Agreement for the period stated in the Agreement or, if no period is stated, for the duration of the work. If additional work is delivered by Respondenten.nl, the Agreement will be extended until its completion.
- 11.3. Each Party is entitled to terminate an Agreement without becoming liable to pay compensation in any way whatsoever, and without any period of notice, notice of default or judicial intervention being required if:
  - 11.3.1. the other party imputably fails to fulfil its obligations, unless this concerns an insignificant failure;
  - 11.3.2. the other party has applied for bankruptcy or been declared bankrupt;
  - 11.3.3. the other party applies for suspension of payment or this is granted to them;
  - 11.3.4. the other party loses their assets or a substantial part thereof due to attachment or otherwise and this situation has not been eliminated within two months of its coming into being;
  - 11.3.5. Respondenten.nl has well-founded reasons to doubt the Client's ability to fulfil their obligations in time.
- 11.4. The Parties are entitled to dissolve an Agreement in whole or in part in the event that the other party imputably fails to perform their obligations arising from the Agreement and continues imputably to do so following receipt of a written notice of default which is as detailed as possible and sent by registered post, setting a reasonable term of at least 30 (thirty) days to perform these obligations.
- 11.5. In the event that the Client has already received Services or activities for the implementation of the Agreement at the time of dissolution within the meaning of this article, such activities and connected payment obligations will not be subject to cancellation, unless Respondenten.nl is in default. All amounts invoiced by Respondenten.nl prior to the dissolution in connection to everything performed or delivered for the implementation of the Agreement will remain due and will become immediately due and payable at the time of dissolution.
- 11.6. In the event of non or non-timely payment by the Client or non-fulfilment or unsatisfactory performance of any obligation of the Client, Respondenten.nl shall be entitled to dissolve the Agreement extra-judicially and suspend further deliveries and/or performance of Services without prejudice to Respondenten.nl's right to demand performance and/or claim compensation for the damage suffered as a result of the non-performance of the Client.
- 11.7. Articles of these General Terms and Conditions which, in view of their nature, are intended to remain in effect after the end of the Agreement will remain in full effect upon termination of the Agreement.





## 12. Miscellaneous

- 12.1. The Parties will appoint a contact person to be responsible for the implementation of the Agreement.
- 12.2. In the event that any provision of these General Terms and Conditions is declared null and void or is voided the remaining provisions will remain in full force. Respondenten.nl will then establish a new provision to replace the null and void or voided provision which will correspond as closely as possible to the purport of the null and void or voided provision.
- 12.3. The Client may not transfer the rights and obligations arising from the Agreement to a third party unless Respondenten.nl agrees to this explicitly and in writing. Respondenten.nl will not withhold permission on unreasonable grounds.
- 12.4. If Respondenten.nl transfers the business and/or Services to which the Agreement relates to a third party, either in whole or in part, the third party will enter into the Agreement or Agreements in question fully in the place of Respondenten.nl. The Client gives their advance permission for this.
- 12.5. If at any time Respondenten.nl does not invoke a right or power that accrues to it by virtue of this Agreement or the law, this does not in any way entail a waiver of that right or power.
- 12.6. These General Terms and Conditions are governed exclusively by Dutch law.
- 12.7. Any disputes between the Parties that cannot be resolved by mutual consultation will be exclusively submitted to the competent court in the district of Amsterdam.

