

Terms & Conditions – Jeroen Houwen

Jeroen Houwen is a trade name of Custodi B.V., with its registered office at Puntenburgerlaan 64, Amersfoort, The Netherlands, registered with the Dutch Chamber of Commerce under number 62422871.

Article 1 – Definitions

- 1 Client: the natural or legal person who instructs the Service Provider.
- 2 Service Provider: Jeroen Houwen (trade name of Custodi B.V.).
- 3 Agreement: any engagement between the Client and the Service Provider for the performance of services.
- 4 Services: work performed such as workshops, prototypes, advice, and coaching in AI & digital change.

Article 2 – Applicability

- 1 These Terms & Conditions apply to all offers, assignments and agreements in which the Service Provider is a party, unless otherwise agreed in writing.

Article 3 – Proposals and Commencement

- 1 Proposals are without obligation unless a validity period is stated.
- 2 The Agreement comes into effect once the Client accepts the proposal or once the Service Provider confirms the assignment.
- 3 The Client shall provide the necessary information and cooperation in time.

Article 4 – Performance

- 1 The Service Provider shall perform the services to the best of his knowledge and ability.
- 2 If necessary, the Service Provider may engage third parties, always in consultation with the Client.

Article 5 – Fees and Payment

- 1 Fees are set in the proposal / engagement letter.
- 2 Unless otherwise agreed, the Service Provider invoices monthly in arrears.
- 3 Invoices must be paid within 14 days of the invoice date.
- 4 In case of late payment, statutory interest and collection costs may apply.
- 5 Travel time is not charged; travel expenses are reimbursed at €0.23 per km.

Article 6 – Intellectual Property

- 1 All intellectual property rights to materials, designs, documentation and software remain with the Service Provider, unless otherwise agreed in writing.
- 2 After full payment, the Client obtains the right to use the deliverables for the agreed purpose.

Article 7 – Liability

- 1 The Service Provider is only liable for direct damages resulting from an attributable failure.
- 2 Liability is limited to the total amount of fees actually paid by the Client during the twelve (12) months preceding the event giving rise to the liability.
- 3 The Service Provider is not liable for indirect damages, consequential damages, lost profits or missed savings.
- 4 The Client indemnifies the Service Provider against third-party claims arising from use other than as agreed.

Article 8 – Confidentiality

- 1 Both parties shall keep confidential any information obtained within the scope of the assignment.

Article 9 – Cancellation / Changes

- 1 Cancellation by the Client is only possible in consultation.
- 2 If cancellation occurs less than the agreed term (e.g. 14 days) before execution, a percentage of the fee may be charged.
- 3 Changes may lead to adjustments of rates and/or planning.

Article 10 – Force Majeure

- 1 The Service Provider is not obliged to fulfil obligations in case of force majeure, including but not limited to natural disasters, internet/ICT outages, illness, pandemic, supplier issues or labor conflicts.
- 2 If force majeure lasts longer than 30 days, both parties may terminate the Agreement.

Article 11 – Governing Law

- 1 Dutch law applies to this Agreement.
- 2 Disputes shall preferably be resolved amicably, or otherwise submitted to the competent court in the district where the Service Provider is established.