

Artikel 1. Definitions

1. RoelvdHooft: Roel van der Hooft - Sports Engineering (KvK 72149167).
2. The Customer: the (intended) contracting party of RoelvdHooft.
3. The End Product: the advice provided by RoelvdHooft, or (sports) product created by adapting, processing or editing the offered (sports) aid (for athletes).
4. Agreement: the agreement concluded between Roel van der Hooft and the Customer.
5. Conditions: the present terms and conditions.

Artikel 2. Conclusion of Agreement

1. An Agreement is established by:
 - a. The Customer has accepted an offer from RoelvdHooft in writing (or by email); or
 - b. The customer has accepted an offer from RoelvdHooft in writing (or by email or Whatsapp) other than the above; or
 - c. (following an application by the Customer) by sending a confirmation of the Agreement by RoelvdHooft to the Customer.
2. The Agreement is concluded in accordance with the offer (in case of **Fout! Verwijzingsbron niet gevonden.**, unless the Customer has notified RoelvdHooft of its objections in writing within 48 (forty-eight) hours after receipt of the offer) or in accordance with the confirmation of the Agreement (unless the Customer has notified RoelvdHooft of its objections in writing within 48 (forty-eight) hours after the date of dispatch of the confirmation).
3. Unless otherwise agreed, the Agreements are to be regarded as separate Agreements and do not create a perpetual agreement that needs to be terminated.
4. If and insofar as the Customer can prove in writing that there is a long-term contract, it can always be terminated subject to a notice period of 3 months (counting from the last working day of the month) without any obligation to pay damages in that case.
5. Changes/additions to the Agreement can only be agreed in writing. RoelvdHooft reserves the right to modify these Terms and Conditions unilaterally.
6. If provisions in an offer or confirmation of the Agreement conflict with provisions in the Conditions, the former shall prevail.
7. In case of a difference in text and/or explanation between the different language versions of the terms and conditions, the Dutch text and explanation under Dutch law shall always prevail.
8. Information such as images, colours, sizes, weights, and/or other (technical) specifications provided or made public in writing, orally, digitally or otherwise by RoelvdHooft is without obligation. The Customer cannot derive any rights from it unless expressly agreed.

Artikel 3. Duration of the Agreement

1. If no term is agreed in the Agreement, an assignment contract is entered into for an indefinite period and can only be terminated by RoelvdHooft in writing, and then subject to a notice period of 1 (one) month.
2. If a term is agreed in the Agreement, an Engagement Agreement is entered into for that fixed term and premature termination is not possible.

Artikel 4. Obligations of RoelvdHooft

1. RoelvdHooft will perform the order/work for the Customer to the best of its knowledge and ability. In doing so, RoelvdHooft offers no guarantees to the Customer regarding the quality or (special) properties of the work done, unless expressly agreed in writing. The Customer can only invoke such guarantees if she has herself fulfilled all her (payment) obligations towards RoelvdHooft. RoelvdHooft is expressly subject to an obligation of effort and not an obligation of result.
2. RoelvdHooft creates the Final Product for the specific individual, based on the Client's unique request. The Final Product is not tested or standardised.
3. RoelvdHooft is entitled to have all or part of the work performed by third parties.

4. RoelvdHooft shall perform the order for the Client to the best of its knowledge and ability. Unless expressly agreed otherwise in writing in the Agreement, RoelvdHooft is subject to an obligation of effort and not an obligation of result.
5. Unless otherwise expressly agreed in writing (such as by means of a fixed price) in the Agreement, RoelvdHooft performs its work at an hourly rate of €100,00 and expenses are charged directly to the Client. Any advance payments will not be settled until (and therefore count as payable until at least) the last invoice to the Client.
6. Deadlines applicable to RoelvdHooft are not fatal, unless the parties have expressly agreed otherwise in writing in the Agreement. A term agreed for RoelvdHooft shall not take effect until after the Agreement has been concluded and all data necessary for the execution of the Agreement are in RoelvdHooft's possession.

Artikel 5. Obligations of the Customer

1. The Customer is obliged to share any information with RoelvdHooft at RoelvdHooft's first request and on its own initiative that is necessary or relevant to perform the Agreement.
2. Unless otherwise agreed, prices are exclusive of VAT.
3. All costs and/or price increases arising from additions and/or amendments to the Agreement made at the Customer's oral or written request shall be borne in full by the Customer.
4. All costs resulting from circumstances that RoelvdHooft did not reasonably have to take into account when concluding the Agreement shall be borne by the Customer.
5. Unless otherwise agreed, all payments must be made by the Customer to RoelvdHooft to a bank account number to be designated by RoelvdHooft, without suspension or set-off, in euros and no later than thirty (30) days after the invoice date. This is a 'period fixed for payment' within the meaning of Article 6:83(a) of the Dutch Civil Code.
6. At RoelvdHooft's request, the Customer is entitled and obliged (also) to pay by means other than cash, such as - but not limited to - by transfer of goods (in-payment).
7. If payment is not made on time, the Customer is in default by operation of law, with the following (legal) consequences in any case (without prejudice to RoelvdHooft's other rights, such as the right to claim performance or damages):
 - a. The Customer shall become liable for default interest of 1.5% per month on the outstanding invoice(s);
 - b. The Customer shall owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of €250;
 - c. If RoelvdHooft takes the Customer to court in respect of its payment obligations, the Customer shall also become liable, in addition to the previous paragraphs, for reimbursement of the actual costs incurred by RoelvdHooft for that purpose (such as lawyer's fees, bailiff's fees, court registry fees, etc.).
8. Payments made by the Customer shall always first serve to reduce all costs and interest due and then due and payable invoices that have been outstanding the longest, even if the Customer states a different characteristic or other instruction or description when making the payment.
9. The Customer shall ensure that the following insurances are in place for the Finished Product to be processed by RoelvdHooft: an insurance for the transport of the Finished Product, an insurance for fire / other damage and a liability insurance.
10. The Customer bears the risk and is liable for damage to and theft or loss of items belonging to RoelvdHooft, the Customer and third parties, such as tools, materials intended for the work or equipment used in the work, which are located at or near the place where the work is performed or at any other agreed place.
11. Without prejudice to the provisions of the previous paragraph of this article, the Customer is obliged to take out adequate insurance against the risks mentioned in that paragraph. In addition, the Customer must provide insurance for the working risk of equipment to be used. The customer must send RoelvdHooft a copy of the relevant insurance policy or policies and proof of payment of the premium upon first request. If there is any damage, the Customer is obliged to report it immediately to its insurer for further handling and settlement.

Artikel 6. More and less work

1. Changes to the work shall in any case result in additional work if:
 - a. there is a change in the design, specifications or contract documents;
 - b. the information provided by the Customer does not correspond to reality;
 - c. estimated quantities vary by more than 5%.
2. Additional work is calculated on the basis of the price determining factors applicable at the time the additional work is performed. The Customer is obliged to pay the price of the additional work at RoelvdHooft's first request, without suspension or set-off (including with less work).
3. Changes to the work will result in reduced work only if/to the extent that:
 - a. RoelvdHooft has agreed in writing not to perform the reduced work;
 - b. The less work actually results in a saving of costs for RoelvdHooft and RoelvdHooft has confirmed this to the Customer in writing;
4. Less work is calculated based on the amounts budgeted by RoelvdHooft and includes savings of materials and external costs only, in no case savings of internal costs of RoelvdHooft (such as personnel costs).

Artikel 7. Completion of work

1. The work is considered delivered in the following cases:
 - a. if the Customer has approved the work;
 - b. if the work has been put into use by the Customer. If the Customer puts a part of the work into use, that part shall be considered delivered;
 - c. if RoelvdHooft has notified the Customer in writing that the work has been completed and the Customer has not notified the Customer in writing that the work has been rejected within three (3) days from the date of notification;
 - d. if the Customer does not approve the work on the grounds of minor defects or missing parts which can be repaired or redelivered within thirty (30) days and which do not prevent the work from being commissioned.
2. After delivery, RoelvdHooft is not liable for any shortcomings in the work.
3. If the customer rejects the work within the period referred to in subparagraph c of the preceding paragraph, the customer is obliged to notify RoelvdHooft of this in writing, giving reasons, and to give RoelvdHooft the opportunity in writing to still complete and deliver the work within a reasonable period. This fixes the Customer's complaint period (as referred to in Article 6:89 of the Dutch Civil Code).
4. The Customer indemnifies RoelvdHooft against third-party claims for damage to uncompleted parts of the work caused by the use of parts of the work already completed.

Artikel 8. Quality and complaints

1. The Customer must complain about a defect in RoelvdHooft's performance within fourteen (14) days of the work being carried out and (in any event) within fourteen (14) days of its delivery in accordance with the Offer. Failing that, the work shall be deemed to be in accordance with the Agreement.
2. For defects other than those referred to in the previous paragraph, the Customer can no longer appeal to RoelvdHooft, if she has not complained in writing to RoelvdHooft within seven (7) days of discovering the defect or should reasonably have discovered it.

Artikel 9. Force majeure

1. If RoelvdHooft is unable to fulfil its obligations to the Client due to a non-attributable failure, this is a situation of force majeure. A situation of force majeure is understood to include, in addition to its definition in the law and case law, all external causes, foreseen and unforeseen, over which RoelvdHooft cannot exercise any control, as a result of which the fulfilment of its obligations towards the Client is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of RoelvdHooft, regardless of whether that circumstance could be foreseen at the time of the conclusion of the Agreement. Such circumstances shall include (the consequences of): epidemic, strike, lockout, fire, machine breakdown, stagnation or other problems in production by RoelvdHooft's suppliers and/or measures by any government body (such as recall actions), as well as the absence of any permit to be obtained from the government. Force majeure on the part of RoelvdHooft shall in any case, but not exclusively, exist if, after the conclusion of the Agreement, RoelvdHooft is prevented from fulfilling its obligations under this Agreement or its preparations as a result of war, war damage, civil war, threat of war riots, blockade, boycott, natural disasters, epidemics, pandemics, lack of raw materials, hindrance and interruption of transport possibilities, molestation, fire, water nuisance, flood, ash cloud(s), work strike and company occupation (both organised and unorganised), lockout, import and export obstructions government measures, defects in machinery, disruptions in the supply of energy, late delivery of required raw materials and/or auxiliary materials (from suppliers), illness among staff and/or absence of employees, equipment or facilities that are crucial for the delivery, all this both in RoelvdHooft's business and that of third parties, such as suppliers, from whom RoelvdHooft must obtain all or part of the required materials or raw materials, as well as during storage or transport, whether or not under its own management, and furthermore due to all other matters that arise through no fault or risk on the part of RoelvdHooft. This enumeration is not all-inclusive.
2. In case of force majeure:
 - a. Customer is not entitled to rescind the Agreement and;
 - b. fulfilment of RoelvdHooft's obligations shall be suspended for the duration of the force majeure condition and;
 - c. the Customer shall not be entitled to any compensation or damages, even if RoelvdHooft were to gain any advantage as a result of the force majeure.
3. If any force majeure condition has lasted for 2 (two) months, RoelvdHooft is entitled to terminate all or part of the Agreement in writing.

Artikel 10. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, RoelvdHooft retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the services it provides, works performed, offers made, designs, images, drawings, (test) models, recipes, software, etc. provided.
2. Unless explicitly agreed otherwise in writing, the rights to the data mentioned in this article remain the property of RoelvdHooft regardless of whether the Customer has been charged for their creation.
3. All information, oral or written, provided by RoelvdHooft to the Customer remains the property of RoelvdHooft and may only be used by the Customer for the purpose for which it was provided. In any event, the Customer is prohibited from:
 - a. (iii) use and mention RoelvdHooft's intellectual property rights or any other intellectual property right and/or trademark under which RoelvdHooft sells the Goods, unless the Buyer has obtained RoelvdHooft's prior written consent;
 - b. (iv) make any modification to the Goods sold by RoelvdHooft or remove any labels or other distinctive features attached to the Goods by RoelvdHooft or affix and/or add brand names or any other indication of any kind to the Goods;

- c. (v) produce and/or use materials and/or documents for advertising and/or promotion, unless the Buyer has obtained RoelvdHooft's prior written consent. If RoelvdHooft makes promotional materials or documents available to the Buyer - whether for payment or not - during their business relationship, the Buyer shall return those materials and/or documents upon RoelvdHooft's first request.
4. In case of violation of one of the prohibitions of paragraph 3, Customer shall by operation of law owe Client an immediately payable fine of €1,000.00 per violation and of €200.00 for each day that the violation continues. These fines are intended as an incentive for compliance and do not affect Client's rights under the law. Section 6:92 of the Dutch Civil Code shall not apply.
5. The Customer shall not disclose RoelvdHooft's information to third parties in any way whatsoever, except to the extent reasonably necessary in connection with the proper performance of the Agreement and then only after and to the extent a confidentiality obligation has been agreed.

Artikel 11. Liability of the Customer

1. The Customer is responsible for the information provided by it or on its behalf such as prescribed constructions, materials and working methods or orders, directions and instructions given.
2. The Customer shall be liable for any damage resulting from errors in the information provided by it as aforementioned or defects in items, building materials, materials or tools made available or prescribed by it.
3. The consequences of compliance (by RoelvdHooft or third parties) with statutory regulations or government orders shall be borne by the Customer, regardless of whether the cause/necessity of such compliance is attributable to the Customer, RoelvdHooft or a third party. RoelvdHooft shall not be liable to the Customer for any damages as a result of compliance as aforesaid and the Customer shall be obliged, upon RoelvdHooft's first request, to cooperate in compliance as aforesaid and reimburse all damages and costs incurred by RoelvdHooft as a result of compliance as aforesaid.
4. The Customer is liable for damages resulting from work or deliveries carried out by it or on its behalf by third parties.
5. The Customer shall indemnify RoelvdHooft unconditionally for any damage referred to in this article. If necessary, RoelvdHooft may sue the Customer for indemnification to that effect.

Artikel 12. Liability of RoelvdHooft

1. The cumulative liability (or cumulative liabilities), based on any legal ground(s) whatsoever, may not result in RoelvdHooft having to pay the Client a sum of money that exceeds the actual invoice amount paid by the Client to RoelvdHooft for the relevant month in which RoelvdHooft is held liable excluding shipping costs, but shall in any case be limited to no more than twice the value of the work/assignment performed by RoelvdHooft, excluding the value of any items purchased by RoelvdHooft or work performed by third parties. The total liability of RoelvdHooft is limited to this.
2. RoelvdHooft is not liable for any indirect damage suffered by the Customer or a third party in connection with (the performance of) an Agreement, a good or service provided by RoelvdHooft, including consequential damage, immaterial damage, business or environmental damage.
3. The exclusion of liability in this article does not apply if damage was caused by intent or gross negligence by RoelvdHooft or its managerial staff.
4. Unless the damage was caused by intent or gross negligence on the part of RoelvdHooft or its executive staff, the Customer shall indemnify RoelvdHooft for all damage (including (legal) advisor costs) resulting from or related to third party claims, directly or indirectly related to (the execution of) an Agreement. To the extent necessary, RoelvdHooft may hold the Customer harmless to that end.
5. All liabilities of RoelvdHooft shall lapse if the Customer modifies / has the Finished Product modified by a third party or performs / has work performed by a third party on the Finished Product.
6. Agreements are concluded exclusively with RoelvdHooft, and not (also) by or on behalf of a specific person such as an employee of RoelvdHooft. There can therefore be no joint and several liability. Sections 7:404, 407(2) and 409 of the Dutch Civil Code do not apply.

7. RoelvdHooft's auxiliary persons may (also) rely towards the Customer on the liability exclusions in this article, which qualifies as a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.
8. The Customer can only invoke the obligations, as set out in this article, if she herself has fulfilled all her obligations towards RoelvdHooft.
9. Any right of action on any account by the Customer against RoelvdHooft shall lapse no later than one year after or performance of the Agreement.

Artikel 13. Suspension, set-off and dissolution

1. The Customer shall not be entitled to suspend or set off its obligations.
2. In the following cases, RoelvdHooft's entire claim against the customer becomes immediately due and payable, the customer is in default by operation of law and RoelvdHooft has the right to terminate all or part of the Agreement - without any notice of default or judicial intervention being required - out of court:
 - a. If the Customer files for bankruptcy or (provisional) suspension of payments, or is declared bankrupt, (provisional) suspension of payments is granted, or the Customer is placed under administration, management or guardianship by virtue of statutory provisions;
 - b. If the Customer transfers, liquidates, shuts down or ceases all or part of its business;
 - c. If a prejudgment or executory attachment is levied against the Customer;
 - d. If RoelvdHooft has good reason to fear that the Customer will fail to fulfil its obligations.
3. In the event of RoelvdHooft's dissolution pursuant to the preceding paragraph, the customer will automatically owe RoelvdHooft a penalty of 25% of the agreed price or contract price, without prejudice to RoelvdHooft's right to claim damages. Section 6:92 of the Dutch Civil Code shall not apply.
4. If RoelvdHooft so requests, the Customer is obliged to pay all or part of the agreed price and/or fees in advance and/or provide security for that purpose. If the customer fails to provide any or sufficient security and/or make any advance payment, RoelvdHooft is entitled to terminate the Agreement. In that case, the customer shall be liable for all damages incurred by RoelvdHooft.

Artikel 14. Applicable law and disputes

1. Only Dutch law applies to the Agreement.
2. Only the District Court of Noord-Holland location Haarlem has jurisdiction to settle disputes arising from the Agreement. In addition/divergence thereof, RoelvdHooft has the right to submit the dispute to a court that has jurisdiction under national, international or supranational (such as European) laws and regulations.