

Artikel 1. Definitions

1. RoelvdHooft: Roel van der Hooft - Sports Engineering (KvK 72149167);
 - a. Phone number: 06 12 77 67 81
 - b. E-mail: info@roelvdhooft.nl
 - c. Website: www.roelvdhooft.nl
 - d. Address: Engelsholm 68, at (2133 AH) Hoofddorp;
 - e. VAT no: NL002273488855
2. The Customer: the (intended) contracting party of RoelvdHooft, being a natural person, not acting in the exercise of a profession or business;
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 RoelvdHooft and The Customer, including the Distance Contract.
5. Distance Agreement: the Agreement concluded outside RoelvdHooft's sales area through an organised system whose purpose is to enable distance sales of the services offered by RoelvdHooft.
6. Withdrawal period: the period within which the Customer can exercise his right of withdrawal;
7. Right of withdrawal: the Customer's option to waive the Agreement within the cooling-off period;
8. Conditions: the present terms and conditions.

Artikel 2. Conclusion of Agreement

1. These Conditions always apply to all offers by RoelvdHooft and any Agreement, including a Distance Agreement, concluded between RoelvdHooft and the Customer.
2. 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.
3. The Agreement is concluded in accordance with the offer (in the case of Article 2, 2 under a, 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 time of sending the confirmation).
4. Unless otherwise agreed, the Agreements are to be regarded as separate Agreements and do not create a perpetual agreement that needs to be terminated.
5. 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.
6. Changes/additions to the Agreement can only be agreed in writing. RoelvdHooft reserves the right to modify these Terms and Conditions unilaterally. The Customer shall be deemed to have accepted the relevant amendments if RoelvdHooft has not received a written protest against them from the Customer within 14 days of the written notification of the amendment.
7. If provisions in an offer or confirmation of the Agreement conflict with provisions in the Conditions, the former shall prevail.
8. In the event of a difference in text and/or explanation between the different language versions of the Conditions, the Dutch text and explanation under Dutch law shall always prevail.
9. Information such as images, colours, sizes, weights, and/or other (technical) specifications provided or made public by RoelvdHooft in writing, orally, digitally or otherwise is without obligation. The Customer cannot derive any rights from it unless expressly agreed.

Artikel 3. Exclusion of right of withdrawal

1. The Final Product delivered is an edited, customised Final Product. This is adapted to the size and body of the Customer. No right of withdrawal can be exercised for this reason.
2. Therefore, the Reflection Period does not apply to the Agreement concluded between RoelvdHooft and the Customer.

Artikel 4. Duration of the Agreement

1. If no term is agreed in the Agreement, an assignment contract is entered into for an indefinite period and may be terminated by either the Customer or RoelvdHooft in writing, and then subject to 1 (one) month's notice.
2. If a term is agreed in the Agreement, an Engagement Agreement is entered into for that fixed term and interim termination is possible.
3. If the agreement is terminated, the Customer shall in all cases owe a part of the wages to be reasonably determined, as referred to in section 7:411 of the Civil Code. This is determined in proportion to the work performed and materials purchased by RoelvdHooft.

Artikel 5. 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 athlete's unique demand. 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 set off until (and are therefore deemed to have been paid due 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 6. 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 inclusive 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, in euros and no later than fourteen (14) days after the Customer receives the confirmation of the Agreement. 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 the customer remains in default after the expiry of the agreed period or the period referred to in paragraph 5, RoelvdHooft shall declare him in default, causing the customer to be in default, with at least the following consequences:
 - a. The Customer shall become liable for interest equal to the then current statutory interest rate for non-commercial transactions (on 1-1-2024, this interest rate was 7% per annum) on the outstanding invoice(s);
 - b. The Customer shall owe extrajudicial collection costs, which shall be calculated on the outstanding part of the principal sum as follows:
 - (i) on the first € 2,500.00: 15%
 - (ii) over the next € 2,500.00: 10%
 - (iii) over the next €5,000.00: 5%
 - (iv) over the next € 190,00: 1%
 - (v) above €200,000.00: 0.5%;
 - (vi) the collection costs are at least €40.00 and at most €6,775.00.
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 must ensure that the following insurance policies are in place for the Finished Product to be processed by RoelvdHooft: insurance for transport of the Finished Product, insurance for fire / other damage and liability insurance.

Artikel 7. 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 only result in reduced work if/to the extent that:
 - a. RoelvdHooft has agreed in writing not to perform the reduced work;
 - b. The reduced work actually results in a cost saving 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 8. 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 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 day of the 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 Customer uses a carrier for transport, delivery shall take place at the time the carrier takes delivery of the Finished Product. In this case, the transport of the Finished Product is at the expense and risk of the Customer.

4. 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 complete and deliver the work as yet within a reasonable period. This fixes the Customer's complaint period (as referred to in Article 6:89 of the Civil Code).
5. 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 9. Quality and complaints

1. The Customer must claim a defect in RoelvdHooft's performance immediately upon delivery, but in any event within fourteen (14) days of the work being carried out and (in any event) within fourteen (14) days of delivery in accordance with the Offer. After this period, the work shall be deemed to be in accordance with the Agreement.
2. Defects other than those referred to in the previous paragraph can no longer be invoked by the Customer if the Customer has not complained in writing to RoelvdHooft within seven (7) days of discovering or reasonably ought to have discovered the defect.
3. If the Customer processes or commissions the processing of all or part of the delivered goods, the Customer has approved the delivered goods. In that case, any liability of RoelvdHooft has lapsed.

Artikel 10. 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. fulfilment of RoelvdHooft's obligations shall be suspended for the duration of the force majeure condition and;
 - b. 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 11. 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. 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 Customer has obtained RoelvdHooft's prior written consent;
 - b. make any modification to the Goods sold by RoelvdHooft or remove the labels or other distinguishing features attached to the Goods by RoelvdHooft or attach and/or add brand names or any other indication of any kind to the Goods;
 - c. produce and/or use materials and/or documents for advertising and/or promotion, unless the Customer has obtained RoelvdHooft's prior written consent. If RoelvdHooft makes promotional materials or documents available to the Customer - whether or not for payment - during their business relationship, the Customer 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 provide 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 12. 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 13. Liability of RoelvdHooft

1. The cumulative liability (or cumulative liabilities), based on any legal ground or grounds whatsoever, may not result in RoelvdHooft having to pay the Customer a sum of money that exceeds the actual invoice amount paid by the Customer to RoelvdHooft for the relevant month in which RoelvdHooft is held liable excluding shipping costs, but is in any case limited to a maximum of twice the value of the work carried out by RoelvdHooft, excluding the costs incurred in procuring products from third parties. RoelvdHooft's total liability is limited to this, especially since it is not possible for RoelvdHooft to insure liability for the work done on the Finished Product.
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 on the part of 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 work / has a third party perform work 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 to 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 14. Dissolution

1. 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.
2. 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.
3. 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 15. Applicable law and disputes

1. Only Dutch law applies to the Agreement.
2. Only the District Court of Noord-Holland location Haarlem is competent to settle disputes arising from the Agreement. If another court has jurisdiction in the municipality where the Customer is domiciled, this court shall have co-court jurisdiction.