

Terms and conditions Risbo

concerning the provision of services by Risbo.

1. Dutch law applies exclusively to this agreement.
2. Except to the extent not otherwise agreed in writing, these conditions apply to all agreements under which Risbo provides services on behalf of the client.
3. Agreements described above are established by signing by both parties of an order confirmation. The agreement generally includes the following points:
 - (1) a description of the commissioned work;
 - (2) the expected duration of the work;
 - (3) a description of the employees of Risbo who will carry out the project;
 - (4) the costs of the work;
 - (5) the payment terms.
4. Contracts by Risbo are based upon information provided by the client. The client warrants that to the best of its knowledge all the essential information for the design and execution of the contract has been provided. Risbo will provide its services to the best of its ability and in accordance with the requirements of good workmanship from a professional, independent position.
5. Within 30 days of the date Risbo has commenced the work, the client has the right to request, because of substantial reasons, replacement of the executing employee by Risbo. In consultation between the client and Risbo will be determined if replacement is needed and what procedures will be followed.
6. Risbo always retains the freedom to replace employees by other employees in consultation with the client, provided that Risbo only then can employ lower-skilled workers when the nature of the remaining work is clearly justified by Risbo. The time required for the induction of the new employee cannot be charged.
7. The client is obliged to provide to Risbo (if applicable) adequate working space, and all information and technical resources needed for the proper performance of the work.
8. Risbo will maintain the confidentiality of all information and data received by the client and employees are obliged to impose the same confidentiality.
9. The client must target all messages and instructions regarding the work to the project coordinator appointed by Risbo. Without prior consent from Risbo the client is not allowed to give direct orders to employees of Risbo, other than as necessary to protect the safety of the client or its personnel or property.
10. Payment must be made within 30 days after the invoice date. After the due date, the statutory interest will be charged, without any formal notification. If payment is not made, Risbo can suspend the execution of all orders.
11. Risbo is allowed to change rates every six months in the context of an overall rate change, except that new rates must be notified to the client at least one month before introduction of the new rates.
12. Time, travel, and accommodation expenses associated with transportation of Risbo employees to and from the client can be charged separately by Risbo.
13. Apart from completing the assigned work the agreement may end with immediate effect in the event either party is declared bankrupt, or suspension of payment is requested, and if either party is guilty of violating any provision of this agreement and this offense is not resolved within 45 days after being summoned to that effect.

14. Interim changes in the approach, method or scope of the contract, which arise from actions by the client or which is decided upon by agreement between Risbo and the client, may have consequences for the agreed price and completion date of the work. If no further agreements have been made, extra work will be charged based upon actual costs. If no new agreements were made about the completion date, this date will be postponed by a reasonable time frame.
15. As long as any assignment is in progress, or for three months after completion or termination of any assignment, each party will be prohibited to hire or cooperate in any other way with a person who had been employed at the other party less than three months before.
16. Risbo is entitled to use the knowledge and experience gained in any form during the execution of this agreement for scientific education and research and for services to third parties.
17. Copyright associated with the execution of the agreement by Risbo rests with Risbo.
18. Disputes arising from this contract shall be submitted to an arbitration committee consisting of one member on behalf of the client, one member representing Risbo, and one member appointed by the other two members jointly. Decisions made by this committee are binding.
19. In case the agreed contract will be cancelled Risbo is entitled to charge fifty percent of the agreed amount.