

General Terms and Conditions – Kapai Consulting

Article 1. Definitions

- Contractor: Peter Burggraaff from Kapai Consulting, registered with the Dutch Chamber of Commerce (KVK) from 1-1-2025
- Client: the natural or legal person for whom advisory services are provided and/or leadership support is performed by Contractor.
- Agreement: the agreement concluded and signed between Contractor and Client regarding the provision of services and/or the performance of work, also called scope of work or assignment.

Article 2. General

2.1 These terms and conditions apply to all proposals, offers, quotations, and Agreements between Contractor and Client.

2.2 Deviations from these terms are only valid if expressly agreed upon in writing and signed by both parties.

2.3 The applicability of any purchasing or other conditions of the Client is expressly rejected.

Article 3. Proposals, Offers and Quotations

3.1 All proposals, offers and quotations from Contractor are non-binding unless a term for acceptance is specified in the document.

3.2 Contractor cannot be held to a proposal, offer or quotation if the Client can reasonably understand that it contains an obvious mistake or clerical error.

3.3 Proposals, offers or quotations are based on the information provided by the Client. The Client guarantees that all essential information for setting up and executing the assignment has been provided accurately and timely.

General Terms and Conditions – Kapai Consulting

Article 4. Execution of the Agreement

4.1 Contractor performs the work as an independent entrepreneur, without supervision or control by the Client, and determines how the work is executed within agreed frameworks

4.2 Contractor has the right to have certain work performed by third parties after consultation and agreement with the Client.

4.3 The Client ensures that all data and facilities, which Contractor indicates are necessary for executing the Agreement, are provided in a timely manner.

Article 5. Independence of Contractor

5.1 The Contractor is free to work for other clients, as long it will not affect the quality and timeliness of the delivery of agreed scope of work for the Client.

5.2 The Contractor uses his own working equipment and resources when executing the assignment.

Article 6. Modification of the Agreement

6.1 If during the execution of the Agreement it appears that changes or additions are necessary, parties will adjust the Agreement in mutual consultation.

6.2 Changes to the Agreement may lead to adjustments in the agreed fee and execution period.

Article 7. Fees

7.1 The Contractor's fee is exclusive of VAT and other assignment-related expenses.

7.2 If no fixed fee is agreed upon, the fee will be determined based on actual hours or days worked and hourly or daily rates as described in the proposal and Agreement.

7.3 Contractor is entitled to pass on price increases if rates have risen between the time of offer and delivery.

General Terms and Conditions – Kapai Consulting

Article 8. Travel expenses

8.1 The Client agrees to reimburse the contractor for reasonable travel expenses incurred in connection with the performance of the Agreement, provided such expenses are pre-approved by the client.

8.2 Reimbursement requests must be accompanied by appropriate documentation, including receipts, and submitted within 45 days of incurring the expenses

8.3 Travel expenses include transportation, lodging, meals and other necessary costs related to business travel

Article 9. Payment

9.1 Payments must be made by Client within 30 days of invoice date, to the bank account specified by Contractor on the invoice.

9.2 In case of late payment, the Client is in default and statutory interest is due.

9.3 In case of liquidation, bankruptcy, or suspension of payment by the Client, Contractor's claims are immediately due and payable.

Article 10. Liability

10.1 The liability of Contractor is limited to the invoice value of the Agreement, or that part of the assignment to which liability relates.

10.2 Contractor is only liable for direct damage such as reasonable costs for determining damage causes and extent.

10.3 Contractor is not liable for indirect damages, including consequential damages, lost profits of missed savings.

Article 11. Confidentiality

11.1 Both parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or another source in connection with their Agreement.

General Terms and Conditions – Kapai Consulting

Article 12. Force Majeure

12.1 In the event of force majeure, the Contractor is entitled to suspend the execution of the assignment or dissolve the Agreement without judicial intervention, without any obligation to pay damages.

Article 13. Intellectual Property

13.1 All documents provided by Contractor, such as reports, advice, and designs, are intended solely for use by Client and may not be reproduced or made public without prior consent.

Article 14. Applicable Law and Disputes

14.1 These general terms and conditions and all agreements to which they apply are governed exclusively by Dutch law

14.2 All disputes arising from or related to these general terms and conditions will be submitted to the legal court in The Hague