

General Terms and Conditions – Elaris Consulting (KvK-ready)

Elaris Consulting

Established in: The Netherlands

Registered in: Kamer van Koophandel (KvK)

Location: Amsterdam

Article 1 – Definitions

In these General Terms and Conditions:

- **Elaris Consulting:** the service provider
 - **Client:** the natural or legal person engaging Elaris Consulting
 - **Agreement:** any agreement between Elaris Consulting and the Client
 - **Services:** all consulting, advisory, workshops, and related activities
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Article 2 – Applicability

1. These Terms apply to all offers, agreements, and services provided by Elaris Consulting.
 2. Deviations are only valid if agreed in writing.
 3. The applicability of the Client's general terms is explicitly excluded.
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Article 3 – Services

1. Elaris Consulting provides advisory services including operational optimization, strategy, digital transformation, workflow improvement, and business development.
 2. All services are provided as **best-efforts obligations (inspanningsverplichting)**, not result obligations (resultaatsverplichting).
 3. Elaris Consulting does not provide legal, tax, or certified financial services.
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Article 4 – Execution of the Agreement

1. Elaris Consulting shall perform services with due care and professional diligence.
 2. Elaris Consulting has the right to engage third parties where necessary.
 3. The Client shall provide all necessary information in a timely and accurate manner.
 4. Delays caused by the Client may result in adjusted timelines and additional costs.
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Article 5 – Fees and Payment

1. All prices are exclusive of VAT (BTW), unless stated otherwise.
 2. Payment must be made within fourteen (14) days of the invoice date.
 3. In case of late payment:
 - Statutory commercial interest (**wettelijke handelsrente**) may be charged
 - Collection costs may be charged in accordance with Dutch law
 4. Elaris Consulting may suspend services in case of non-payment.
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Article 6 – Cancellation and Termination

1. Either party may terminate an agreement in writing.
 2. The Client is liable for fees related to work already performed.
 3. Scheduled sessions must be cancelled at least 24 hours in advance; otherwise, fees may be charged.
 4. Free diagnostic sessions may be cancelled without charge.
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Article 7 – Liability

1. Elaris Consulting is only liable for **direct damages** resulting from proven intent (opzet) or gross negligence (grove nalatigheid).
 2. Liability is limited to the amount invoiced for the specific assignment, with a maximum of the total fee paid.
 3. Elaris Consulting is not liable for:
 - Indirect damages (including loss of profit, business interruption, reputational damage)
 - Damage caused by third-party tools or platforms
 4. Any claim must be submitted in writing within 30 days after discovery of the damage.
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Article 8 – Intellectual Property

1. All intellectual property rights remain with Elaris Consulting.
 2. The Client receives a non-exclusive, non-transferable, non-sublicensable license for internal use only.
 3. Materials may not be copied, distributed, or commercialized without written consent.
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Article 9 – Confidentiality

1. Both parties shall treat all confidential information as strictly confidential.
 2. This obligation continues after termination of the Agreement.
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Article 10 – Force Majeure (Overmacht)

1. Elaris Consulting is not liable for failure to perform due to force majeure, including but not limited to:
 - Technical failures
 - Illness
 - Government measures
 - External service disruptions
 2. Obligations are suspended during force majeure situations.
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Article 11 – Data Protection (GDPR / AVG)

1. Elaris Consulting processes personal data in accordance with the **General Data Protection Regulation (GDPR)** and the Dutch **Algemene verordening gegevensbescherming (AVG)**.
2. **Role of parties:**
 - In most cases, the Client is the **data controller (verwerkingsverantwoordelijke)**
 - Elaris Consulting acts as a **data processor (verwerker)** when processing personal data on behalf of the Client
3. **Processing purpose:**
Personal data will only be processed for the execution of the Agreement.
4. **Security measures:**
Elaris Consulting implements appropriate technical and organizational measures to protect personal data.

5. **Sub-processors:**

Elaris Consulting may use third-party tools (e.g., cloud software), ensuring reasonable safeguards are in place.

6. **Data breaches:**

Any data breach will be reported without undue delay where required by law.

7. **Data Processing Agreement (DPA):**

If required, parties shall enter into a separate Data Processing Agreement.

Article 12 – Governing Law and Jurisdiction

1. All agreements are governed by Dutch law.
 2. Disputes shall be submitted to the competent court in Amsterdam.
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