# Article 1 Definitions

1. Roelof Reineman is a one-man business whose goal is to help companies in the energy sector realise their innovations.
2. In these General Terms and Conditions, "General Terms and Conditions" means these General Terms and Conditions.
3. In these general terms and conditions, 'Client' means the natural or legal person acting in the course of his business or professional activity and using Roelof Reineman's Services.
4. In these general terms and conditions, 'Parties', and each individually as 'Party', means: Roelof Reineman and/or Client.
5. In these general terms and conditions, 'agreement' is understood to mean: the agreement concluded between Roelof Reineman and the client, whether or not concluded as part of an organised system for distance selling or provision of services, in which, up to the moment the agreement is concluded, exclusive use is made of one or more means of distance communication, whereby Roelof Reineman undertakes towards the client to perform Services and deliver Products and the client undertakes to pay a price for this. The Agreement is concluded through an offer by Roelof Reineman and its acceptance by the Client, which is further specified in article 4.3 of these general terms and conditions.
6. In these general terms and conditions, 'Services' is understood to mean: all Services provided by Roelof Reineman and/or third parties engaged by it to the Client, including consultancy, project support/implementation, mentoring, coaching and advice, as well as all other work carried out by Roelof Reineman on behalf of the Client, of whatever nature, carried out in the context of an order, including work not carried out at the Client's express request.
7. In these general terms and conditions, 'Products' means: all Products supplied to the Client by Roelof Reineman and/or third parties engaged by it, including e-books, which are offered online and may or may not have been produced by Roelof Reineman itself.
8. In these general terms and conditions, 'Website' means Roelof Reineman's Website, which can be accessed via www.roelofreineman.com.

# Article 2 Identity of Roelof Reineman

1. Roelof Reineman is registered with the Chamber of Commerce under number 74403427 and carries VAT identification number NL001391801B56. Roelof Reineman is located at Schoonebekerstraat 30 (3573 SV) in Utrecht.
2. Roelof Reineman can be reached by e-mail at roelof@roelofreineman.com or via the Website www.roelofreineman.com and by phone at 0628597431.

# Article 3 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to every offer made by Roelof Reineman and to all present and future Agreements, deliveries, commercial relations and other legal relationships between the Parties. The Client's general terms and conditions are expressly rejected.
2. Deviations from the general terms and conditions are only valid if expressly agreed in writing with Roelof Reineman.
3. Applicability of purchasing or other terms and conditions of the Client are expressly rejected, unless expressly agreed otherwise in writing.
4. The General Terms and Conditions also apply to additional or amended orders from the Client.
5. If one or more provisions of these General Terms and Conditions turn out to be invalid, the validity of the remaining provisions of these General Terms and Conditions as well as the entire Agreement shall not be affected. In such a case, the parties shall endeavour to replace the invalid provision with a new, valid provision that comes as close as possible to the invalid provision within the scope of the original General Terms and Conditions.

# Article 4 The Agreement

1. All offers on the Website are entirely without obligation, unless expressly stated otherwise.
2. Client may contact Roelof Reineman via the Website, e-mail or telephone for any of the Services or Products offered.
3. Roelof Reineman will consult with the Client about his expectations and can then draw up an offer to be sent by letter or e-mail. The Agreement will only be concluded by signing the quotation or by means of an (electronic) order confirmation.
4. If Roelof Reineman sends a confirmation to the Client, it will be decisive for the content and interpretation of the Agreement, subject to the reservation of manifest errors. Roelof Reineman cannot be held to its offer if the Client can reasonably understand that the offer, or any part thereof, contains an obvious mistake or slip of the pen.
5. If the Client makes notes or comments on Roelof Reineman's quotation, they will not form part of the Agreement unless Roelof Reineman confirms them in writing.
6. An order by the Client that has not been preceded by a written quotation requires written acceptance by Roelof Reineman.

# Article 5 Execution of the Agreement

1. Roelof Reineman shall endeavour to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, and as far as possible in accordance with the agreements made in writing.
2. In providing the Services, Roelof Reineman has only an obligation of effort and not an obligation of result. A best-efforts obligation is a contractual obligation to make the necessary efforts or use certain means to achieve the stipulated result, which means that Roelof Reineman cannot guarantee that the outcomes, results or expectations envisaged by the Client in the provision of Services will actually be achieved.
3. Roelof Reineman is entitled to have certain work carried out by third parties.
4. When engaging third parties, Roelof Reineman will exercise due care and consult with the Client in the selection of these third parties, as much as is reasonably possible and customary in the relationship to the Client. The costs of engaging these third parties will be for the Client's account, and will be passed on by Roelof Reineman to the Client.
5. The client shall ensure that all information that Roelof Reineman indicates to be necessary or that the client should reasonably understand to be necessary for the execution of the Agreement is provided to Roelof Reineman in good time. If the data required for the execution of the Agreement are not provided to Roelof Reineman in time, Roelof Reineman will be entitled to suspend execution of the Agreement and/or to charge the Client for the extra costs resulting from the delay at the then customary rates.
6. The Client shall ensure that Roelof Reineman is able to perform its Services properly and on time. If the Client fails to fulfil his agreements in this respect, the Client will be obliged to compensate the resulting damage.
7. If a term has been agreed or given for the performance of Services, this shall never be a deadline. If a term is exceeded, the client must give Roelof Reineman written notice of default. Roelof Reineman must be given a reasonable period in which to fulfil the agreement.

# Article 6 Amendment of the Agreement

1. If, during the execution of the Agreement, it appears that it is necessary to amend or supplement it for proper execution, Roelof Reineman and the Client shall amend the Agreement in good time and in mutual consultation.
2. If the Agreement is amended, including an addition, this shall be considered an additional assignment. A separate agreement on fees will be made about this additional assignment in advance. Without a supplementary offer, the original conditions apply, with the additional Services being paid for at the agreed rate.
3. Failure to execute or not immediately execute the amended Agreement shall not constitute default on the part of Roelof Reineman and shall not constitute grounds for the Client to terminate or dissolve the Agreement.
4. Amendments to the Agreement originally concluded between Roelof Reineman and the Client are only valid from the moment these amendments have been accepted by both parties through an additional or amended Agreement. This amendment will be made in writing.

# Article 7 Suspension, dissolution and early termination of the Agreement

1. Roelof Reineman is authorised to suspend fulfilment of the obligations or to dissolve the Agreement, if the client fails to fulfil his obligations under the Agreement or fails to do so in full or on time, or if Roelof Reineman has good reason to fear that the client will fail to fulfil these obligations, provided that Roelof Reineman has given the client notice of default by means of a written reminder, in which the client is set a reasonable term for fulfilment of the obligations, and fulfilment is not forthcoming within this term.
2. Furthermore, Roelof Reineman is authorised to dissolve the Agreement, under the same conditions as referred to in paragraph 1 of this Article, if circumstances arise that are of such a nature that fulfilment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required.
3. If the client fails to fulfil his obligations arising from the Agreement, and this failure to fulfil his obligations justifies dissolution and the client is in default, Roelof Reineman is entitled to dissolve the Agreement immediately and with immediate effect, without any obligation on his part to pay any compensation or indemnification, while the client is obliged to pay compensation or indemnification on account of default.

# Article 8 Cancellation

1. Cancellation of the Agreement after signing the offer or (electronic) order confirmation is possible within 24 (twenty-four) hours.

# Article 9 Costs, fees and payment

1. All amounts mentioned in the quotation are in euros and exclusive of VAT, unless otherwise stated.
2. Roelof Reineman is entitled to correct manifestly erroneous errors in the quotation.
3. Interim price changes will be passed on to Client.
4. Payment shall be made by invoice, bank transfer or digital transfer. The invoice must be paid by the Customer within 30 (thirty) days.
5. The client is obliged to notify Roelof Reineman immediately of any inaccuracies in the payment details stated or provided.
6. If Client fails to pay an invoice on time, Client shall be in default by operation of law, without further notice of default being required. Client shall then owe statutory interest. The interest on the amount due and payable will be calculated from the moment Client is in default until the moment of payment of the amount due in full.
7. If Roelof Reineman decides to collect a claim for non-payment of one or more unpaid invoices through the courts, the client must, in addition to the principal sum due and the interest mentioned in article 9.6, reimburse all judicial and extrajudicial costs reasonably incurred. The compensation of judicial and extrajudicial costs incurred shall be determined in accordance with the then applicable Decree on compensation for extrajudicial collection costs.

# Article 10 Delivery

1. Roelof Reineman will discuss with the Client when the Services will be started.
2. Customer can download the Product immediately after payment of the order.

# Article 11 Guarantees

1. Roelof Reineman gives no guarantees concerning the Services provided. In fact, when providing the Services, Roelof Reineman only has an obligation of effort and not an obligation of result, as referred to in Article 5.2 of these general terms and conditions.

# Article 12 Liability

1. The Client is responsible for providing correct and representative data and information necessary for the execution of the Agreement. Roelof Reineman is not liable for damage, including on the basis of an incorrect order, if the Client has provided incorrect, unrepresentative or irrelevant data.
2. The delivery date mentioned in Article 10(1) of these general terms and conditions can only be given approximately. Although every effort will be made to meet the delivery date, Roelof Reineman can never be held liable for the consequences of exceeding that date. Exceeding the term does not entitle the client to cancel the agreement, or to refuse receipt or payment of the Products, Roelof Reineman will owe the client any compensation.
3. Roelof Reineman is not liable for errors or negligence of third parties it engages. By using Roelof Reineman's Services, the Client authorises Roelof Reineman, if a third party engaged by Roelof Reineman wishes to limit its liability, to accept that limitation of liability also on behalf of the Client.
4. The Services provided by Roelof Reineman are subject to an obligation of effort and not an obligation to achieve a result. Consequently, Roelof Reineman cannot be held liable for any dissatisfaction by the Client with the Services provided.
5. Roelof Reineman is not liable for indirect damage, including but not limited to consequential damage.
6. Roelof Reineman is not liable for any errors on the Website.
7. Roelof Reineman is not liable for not fulfilling or not fulfilling on time the obligations arising from the Agreement, in case this is caused by force majeure as referred to in article 13 of these general terms and conditions.
8. Client shall indemnify Roelof Reineman against third-party claims, of whatever nature, related to the Services.
9. If Roelof Reineman is held liable, it will only be liable for direct damage actually incurred, paid or suffered by the Client due to a demonstrable failure to fulfil Roelof Reineman's obligations in respect of its Services.
10. Roelof Reineman's liability is limited to the amount covered and paid out by the insurer, not exceeding three times the fee for the Assignment. If the insurer does not pay out, or if Roelof Reineman is not insured, liability is limited to the amount paid by the Client.
11. The limitation of liability as described in this Article does not apply in the event of intent or deliberate recklessness on the part of Roelof Reineman.
12. This provision does not exclude liability to the extent liability may not be limited or excluded by law.

# Article 13 Force majeure

1. Force majeure is defined as all external causes, beyond the will or control of Roelof Reineman, as a result of which timely, complete or correct fulfilment of the Agreement is no longer possible.
2. Force majeure as referred to in the previous paragraph of this Article includes, but is not limited to: non-fulfilment by a third party, illness of (staff of) Roelof Reineman itself or a third party, abnormal weather conditions, disruptions in water and energy supplies, strikes, serious breakdowns in Roelof Reineman's systems, fire, floods, natural disasters, pandemics, riots, war or other domestic unrest.
3. In the event of force majeure, performance of the Agreement shall be suspended for as long as the force majeure persists.
4. If the force majeure continues for more than one month, both parties are entitled to dissolve the Agreement without court intervention. In such an event, Roelof Reineman will proceed to repay any amounts paid, deducting all costs incurred by Roelof Reineman in connection with the Agreement.

# Article 14 Confidentiality of data

1. Each of the Parties guarantees that all information received from the other Party that is known or should be known to be of a confidential nature shall remain secret. The Party receiving confidential information will only use it for the purpose for which it was provided. Information will in any case be considered confidential if it is designated as such by one of the parties. Roelof Reineman cannot be held to this if the provision of data to a third party is necessary pursuant to a court ruling, a statutory regulation or for the correct execution of the Agreement.

# Article 15 Intellectual property

1. Roelof Reineman reserves the rights and powers to which it is entitled under the Copyright Act.
2. The client guarantees that no third party rights oppose the provision of data to Roelof Reineman. The client will indemnify Roelof Reineman against any action based on the allegation that such provision, use, processing, installation or incorporation infringes any third-party right.

# Article 16 Complaints procedure

1. If the Client has a complaint, the Client should send it in writing to roelof@roelofreineman.com or by telephone to 0628597431. If reasonably possible, the complaint will be dealt with 5 (five) working days after receipt by Roelof Reineman, after which the Client will receive a substantive response as soon as possible.

# Article 17 Amendment clause

1. Roelof Reineman reserves the right to amend or supplement these general terms and conditions at any time. Roelof Reineman will inform the client in good time.
2. The amended General Terms and Conditions shall apply to the Agreement one month after their notification to the Client.

# Article 18 Applicable law and competent court

1. Dutch law applies to the legal relationship(s) between Roelof Reineman and its Client.
2. All disputes that may arise between Roelof Reineman and the Client will be settled by the competent court of the Utrecht District Court.