

General terms and conditions Scrum Facilitators

1. Definitions

Scrum Facilitators: Scrum Facilitators, located in Amersfoort, CoC-number 61711969;

Assignment: the activities as described in the Agreement;

Client: The (legal) person and contractual counterparty to the Agreement on behalf of which the services are provided;

Agreement: the agreement between Scrum Facilitators and the Client in relation with the work to be performed by Scrum Facilitators for the Client;

Delivery time: period within which the obligations included in the Agreement must be performed.

Where in these general terms and conditions a reference is made to 'in writing' this also includes e-mail.

2. Applicability

- 2.1. These general terms and conditions apply to all quotations, Agreements, and other offers of Scrum Facilitators and other legal relationships in which Scrum Facilitators provide services to the Client and are therefore also part of this. Parties may by agreement (partially) deviate from these general terms and conditions.
- 2.2. The applicability of general (purchase) terms and conditions used by the Client, by whatever name, are hereby expressly rejected and declared inapplicable.
- 2.3. Deviations from, and additions to, these general terms and conditions are only binding after they have been agreed in writing between the parties and only relate to the Agreement in which they are made.
- 2.4. If any determination in these general terms and conditions conflicts with any determination in the Agreement, quotation or other offers, the provision included in the Agreement, quotation or other offer will apply with regard to the contradiction.
- 2.5. If a provision of the Agreement and/or these general terms and conditions is annulled or otherwise does not apply, the other provisions of the Agreement and/or these general terms and conditions will apply in full.

3. Quotations & other offers

- 3.1. A quotation and/or any other offer from Scrum Facilitators is without obligation, unless expressly stated otherwise
- 3.2. Obvious mistakes, clerical errors or obvious errors in a quotation and/or any other offer are not binding on Scrum Facilitators.
- 3.3. A quotation and/or any other offer does not automatically apply to future orders.

4. Realization and amendment of the Agreement

- 4.1. The Agreement is concluded by the written acceptance by the Client of a quotation or an offer.
- 4.2. Amendments to the Agreement, in whole or in part, or cancellation of the Agreement are only possible with the prior written consent of Scrum Facilitators.

5. Execution of the Assignment

- 5.1. By accepting the Assignment, Scrum Facilitators are subject to a best efforts obligation with regard to the performance of the obligations arising from the Agreement. Scrum Facilitators will perform the Agreement to the best of their knowledge and ability and in accordance with the requirements of good craftsmanship.
- 5.2. Scrum Facilitators will perform the work under the Agreement at their own discretion and is also entitled to have certain work performed by a third party to be designated by them.
- 5.3. Scrum Facilitators is entitled to execute the agreement in different phases and to invoice the parts thus executed separately.

Provision of data by the Client

- 5.4. The Client is obliged to provide all data that the Client can reasonably understand to be necessary for the execution of the Agreement, or of which Scrum Facilitators indicate in writing that they are necessary for the execution of the Agreement, in the form desired by Scrum Facilitators are available to Scrum Facilitators in the desired form and in a timely manner.
- 5.5. If the Client fails to comply with the obligations referred to in the fourth paragraph of this article, Scrum Facilitators has the right to suspend the execution of the Agreement until the Client has fully complied with the obligations referred to in the fourth paragraph of this article. In that case, Scrum Facilitators also has the right to charge the costs resulting from the delay to the Client in accordance with the usual rates at that time.
- 5.6. The estimated term included in the quotation or any other offer within which the work is performed under the Agreement is automatically extended by the duration of the period during which the Client remains in default with the fulfillment of the obligations under the provisions of the fourth paragraph of obligations incumbent on him in this article. The period referred to above commences at the time of the conclusion of the Agreement and continues until the moment that Scrum

Facilitators has received all data necessary for the execution of the Agreement from the Client.

- 5.7. The Client bears the risk of any damage as a result of data not received from the Client, incorrectly, lately or incompletely.

Location, facilities and safety

- 5.8. If the execution of the work is performed at a location of the Client, in the possession of the Client, designated by the Client and/or in any other way available to the Client, the Client will provide a workplace suitable for the execution of the Agreement, which must meet the requirements of Scrum Facilitators as agreed for the implementation of the agreement, statutory standards and applicable regulations. Insofar as this can reasonably be required of the Client, the Client must also ensure that the (other) facilities are made available free of charge that, in the opinion of Scrum Facilitators, are necessary or useful to be able to perform the work under the Agreement. and that comply with all (legal) requirements. In that case, the Client also guarantees the safety of Scrum Facilitators and third parties engaged by it in the context of the execution of the Agreement.
- 5.9. If compliance with any obligation under the Agreement would mean that Scrum Facilitators and any third parties involved by Scrum Facilitators in the execution of the Agreement would have to work at a location where it can reasonably be determined that the safety of them in is at issue, Scrum Facilitators is not obliged to fulfill any obligation under the Agreement. In that case, Scrum Facilitators can, at its discretion, suspend compliance with the Agreement until such time as security is no longer at stake, or Scrum Facilitators can dissolve the Agreement. In both cases, Scrum Facilitators is entitled to full compensation, including both direct and indirect damage.

6. Cancellation of the Assignment

- 6.1. 5 Full or partial cancellation of the Assignment is possible up to 30 (thirty) calendar days prior to the agreed date of performance of the work and must be done in writing. If the Client cancels the Assignment in whole or in part within a period of 14 (fourteen) calendar days, the Client is obliged to pay an amount equal to 50 percent of the agreed amount.
- 6.2. If the Client is not present, without this having been agreed with Scrum Facilitators, Scrum Facilitators is entitled to charge the entire agreed amount for this.

7. Complaints/advertising and investigation

- 7.1. Complaints about services rendered and/or objections to invoices must be submitted in writing to Scrum Facilitators
- 7.2. The Client can no longer appeal to Scrum Facilitators for a shortcoming in the fulfillment of the Agreement if the Client fails to make a complaint about such a lack of the work performed by Scrum Facilitators, no later than 14 (fourteen) days after he discovered the shortcoming or reasonably should have been able to discover the shortcoming, submitted in writing.
- 7.3. In response to a complaint as referred to in the first paragraph of this article, the client must give Scrum Facilitators the opportunity to check and/or repair the work performed. The Client will provide full cooperation in this regard and will allow Scrum Facilitators to make free use of available resources. If the Client does not offer this option, any claim by the Client to any (damage) compensation, repair or replacement will lapse.
- 7.4. A complaint as referred to in the first paragraph of this article does not release the Client from its obligations under the Agreement.
- 7.5. If the Client does not notify Scrum Facilitators of its complaint about the invoice and/or inaccuracies in the invoice within 14 (fourteen) days of the invoice date, the Client can no longer invoke this defect or inaccuracy towards Scrum Facilitators and must Client to pay the invoice in full to Scrum Facilitators.
- 7.6. If the complaint is found to be well-founded by Scrum Facilitators or a dispute settler (judge, arbitrator, etc.), he is solely obliged to repair or replace or credit the defective items. All this at the discretion of Scrum Facilitators, without the Client being able to assert any right to any compensation whatsoever.

8. Force majeure

- 8.1. In these general terms and conditions, force majeure is understood to mean: those circumstances which Scrum Facilitators could not have expected to occur and/or which Scrum Facilitators cannot or has not been able to influence. These circumstances include, but are not limited to: calamities that prevent or limit the business operations of Scrum Facilitators, illness, strikes, work stoppages, molest and fire. This also includes stagnation at (suppliers) suppliers or other third parties on which Scrum Facilitators depends for the execution of the Agreement if and insofar as these circumstances make fulfillment of the Agreement impossible or unreasonably difficult.
- 8.2. If Scrum Facilitators are prevented from executing the Agreement as a result of force majeure, Scrum Facilitators reserves the right to extend the Delivery Time by the duration of the force majeure and the duration of the period that may be required to start up.
- 8.3. If fulfillment of the Agreement by Scrum Facilitators is permanently impossible as a result of force majeure or lasts longer than three months, both parties are entitled to

dissolve the Agreement without there being an obligation to pay any compensation in that case.

9. Prices and rates

- 9.1. The price to be paid by the Client will be determined on the basis of subsequent calculation on the basis of the rates stipulated in the Agreement, as well as certain other costs and amounts owed by Scrum Facilitators to third parties in connection with the execution of the Agreement. Scrum Facilitators reserves the right to change the rates and the amount of other costs annually.
- 9.2. If a fixed price (or fixed fee) has been agreed in the Agreement, notwithstanding the provisions of the first paragraph of this article, this will apply as the price for the performance of the work under the Agreement. The expenses that are not specified in the Agreement and which Scrum Facilitators must incur in the execution of the Agreement will be borne by the Client.
- 9.3. All prices and rates quoted by Scrum Facilitators, if and insofar as not otherwise agreed, are expressed in euros and are exclusive of VAT and any other statutory levies and surcharges. All prices are also exclusive of travel and accommodation costs, transport costs, research costs and costs of engaging an expert, unless expressly stated otherwise.
- 9.4. Scrum Facilitators is entitled to pass on to the Client price increases that occur after the Agreement has been concluded, but before Scrum Facilitators has been able to fully meet its obligations under the Agreement. This also includes increases in the price as a result of statutory levies and/or surcharges. The Client is entitled to dissolve the Agreement within 14 (fourteen) days after notification of the price increase, except in those cases in which the price increase is the result of (increase in) statutory rates, excise duties, taxes and/or other government surcharges.
- 9.5. If the Agreement states that Scrum Facilitators will maintain a limit amount at the request of the Client and an increase of the limit amount is necessary in connection with the (full) performance of the work under the Agreement, Scrum Facilitators is entitled to until the Client has agreed in writing to the increase of the limit, or further agreements have been made regarding the (financial) conditions for the performance of the work still to be performed under the Agreement.

10. Billing and Payment

Invoicing and due payment

- 10.1. Payment of invoices must, unless otherwise agreed in writing, be made without deduction or discount within 14 (fourteen) days after the date of the invoice. Payment must be made in the manner specified by Scrum Facilitators in the invoice, in the currency specified on the invoice and into the account number specified by Scrum Facilitators.
- 10.2. The term of 14 (fourteen) days is a strict deadline. In the event of late payment, the Client is therefore in default without notice of default and the full claim for payment is immediately due and payable.
- 10.3. The claim for full payment is also immediately due and payable if:
 - the Client has been granted bankruptcy, a request to that effect has been submitted, the Client has applied for a suspension of payments or the Client loses the disposal of its assets in any other way; or
 - if goods or claims of the Client are or are threatened to be seized; or
 - If the Client is dissolved or liquidated as a legal person.

Legal interest

- 10.4. When a payment has become due and payable, the Client will owe statutory interest to Scrum Facilitators from that moment on.

Extrajudicial costs

- 10.5. If payment has not been made within the term referred to in the first paragraph of this article, the Client is obliged to reimburse the costs incurred in obtaining payment out of court and the costs in a necessary legal procedure. If and insofar as the Client does not act in the course of a profession or business, the applicable statutory regulations will be followed. If the Client acts in the exercise of a profession or business, the Client will reimburse the costs actually incurred to Scrum Facilitators. The Client also owes statutory interest on the collection costs owed.

Allocation paid amounts

- 10.6. Payments made by the Client always serve in the first place to settle all interest and costs owed and, in the second place, for payable invoices that have been outstanding the longest, regardless of any statement from the Client in the payment.
- 10.7. The Client is not permitted to set off a claim for payment to Scrum Facilitators against any claim against Scrum Facilitators.

Advance payment & security

- 10.8. Scrum Facilitators reserves the right at all times to require the Client to either provide security for the payment of what it owes under the Agreement, or to make (partial) advance payment. If the Client fails to comply with such a request from

Scrum Facilitators, Scrum Facilitators is entitled, at its option and insofar as is reasonable, to suspend the fulfillment of its obligations under the Agreement in whole or in part until its request has been granted, or to dissolve the agreement.

11. Suspension and dissolution of the Agreement

- 11.1. If the Client does not, not timely or not properly fulfill its obligations under the Agreement and/or these general terms and conditions, Scrum Facilitators has the right to suspend or dissolve the Agreement in whole or in part. Such dissolution takes place by means of a written notification to that effect. Except in the case where a term for compliance has been agreed, the Client will first be given written notice of default, stating reasons, and given a term for compliance, before the Agreement is dissolved by Scrum Facilitators.
- 11.2. Without prejudice to the provisions of the first paragraph, as well as the other provisions of these general terms and conditions, Scrum Facilitators has the right to dissolve the Agreement in whole or in part by means of a notification to that effect, in writing, in whole or in part, without notice of default or judicial intervention being required. If, at the time of concluding the Agreement, the Client has been requested to provide security for the fulfillment of its obligations under the Agreement and/or the Client has been requested to make an advance payment and no security is provided by the Client as to whether the security is insufficient in the opinion of Scrum Facilitators and/or no (adequate) advance payment has been received from the Client by Scrum Facilitators.
- 11.3. Scrum Facilitators is also authorized to dissolve the Agreement if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible and/or if circumstances arise that are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected from Scrum Facilitators.
- 11.4. Without prejudice to the provisions of this article, as well as the other provisions of these general terms and conditions, Scrum Facilitators has the right to dissolve the Agreement in whole or in part by means of a notification to that effect, in writing, in whole or in part, without notice of default or judicial intervention being required, if:
 - Client loses or threatens to lose the (free) disposal of its entire assets or a substantial part thereof;
 - a moratorium has been granted to a Client;
 - bankruptcy has been granted to a Client;
 - the Natural Persons Debt Rescheduling Act has been declared applicable to the Client or the Client has been placed under guardianship;
 - The Client or a customer of the Client does not (any longer) have a legally prescribed license or in any other way does not (any longer) comply with the legal or social requirements that are imposed on it;
 - attachment is levied at the expense of the Client and this attachment is not lifted within 1 (one) month;
 - The Client sells, terminates or dissolves his company in whole or in part.
- 11.5. Without prejudice to the provisions of the first paragraph, as well as the other provisions of these general terms and conditions, the Client has the right to dissolve the Agreement in whole or in part by means of a notification to that effect, in writing, without notice of default or judicial intervention being required. If:
 - Scrum Facilitators loses or threatens to lose all or a substantial part of their assets;
 - Scrum Facilitators has been granted a moratorium;
 - Scrum Facilitators has been declared bankrupt;
 - Scrum Facilitators terminates or dissolves its activities in whole or in part and as a result can no longer fulfill its obligations towards the Client.
- 11.6. The Client is obliged to fully compensate Scrum Facilitators for the damage that Scrum Facilitators suffers and will suffer as a result of the dissolution. In this paragraph, damage includes both direct and indirect damage.
- 11.7. If Scrum Facilitators proceeds to suspension or dissolution, Scrum Facilitators is not obliged to compensate the Client for any damage or costs that arise in any way as a result.
- 11.8. If the Assignment is dissolved by Scrum Facilitators on the basis of this article, all payments owed by the Client to Scrum Facilitators will become immediately due and payable in full as a result of this dissolution.

12. Liability and indemnification

Liability

- 12.1. Scrum Facilitators is not liable for any direct or indirect damage to the Client or third party, including loss of profits and consequential loss, which is caused by advice provided, designs provided and other data provided by Scrum Facilitators, or any damage caused by faultiness of the delivered services, unless the damage is the result of intent or gross negligence on the part of Scrum Facilitators.
- 12.2. Scrum Facilitators also accepts no liability for damage caused by the services not being applied in accordance with the applicable (legal) regulations and/or European standards. Prior to the conclusion of the Agreement, the Client must itself check whether the services comply with the applicable (legal) regulations and can be applied correctly.
- 12.3. Only insofar as Scrum Facilitators has imputably failed to fulfill its obligations under the Agreement and/or these general terms and conditions, Scrum Facilitators can be held to compensate the direct and foreseeable damage caused as a result.

12.4. The liability of Scrum Facilitators is in all cases expressly limited to a maximum of the total amount paid by the Client to Scrum Facilitators under the Agreement, or at least the liability of Scrum Facilitators will be limited to the amount that liability insurance taken out by Scrum Facilitators is paid out. The liability of Scrum Facilitators therefore does not extend to any further damage, including, but not limited to, trading loss, loss of profit and damage resulting from claims by third parties.

Disclaimers

- 12.5. The Client indemnifies Scrum Facilitators against any claim by a third party for compensation for damage that this third party suffers or claims to suffer (partly) as a result of the use or application of services provided by or on behalf of Scrum Facilitators.
- 12.6. The Client indemnifies Scrum Facilitators against all claims from third parties in connection with the execution of the Agreement by Scrum Facilitators. The indemnification also relates to all damage and costs that Scrum Facilitators suffer or incur in connection with such a claim.
- 12.7. The Client indemnifies Scrum Facilitators against any claim by third parties with regard to (damage as a result of) the use of drawings, calculations, materials, samples, models and other information supplied by or on behalf of the Client.

13. Personal data

- 13.1. How Scrum Facilitators handles privacy and data exchange is documented in its [privacy declaration](#).

14. Unilateral amendment clause

- 14.1. Scrum Facilitators is entitled to unilaterally change these general terms and conditions. In such a case, Scrum Facilitators will inform the Client of the changes in a timely manner. Scrum Facilitators will hand over or send the new version of the general terms and conditions to the Client.
- 14.2. There will be at least 30 (thirty) days between the notification to the Client and the entry into force of the amended terms and conditions. Unless otherwise specified by Scrum Facilitators, the changes will take effect 30 (thirty) days after notification.
- 14.3. If the Client is a natural person who does not act in the course of a profession or business, and the amendment of the general terms and conditions results in the Client being provided with a performance that differs substantially from the agreed performance, this Client has, in accordance with Article 6:237 sub c of the Dutch Civil Code the authority to dissolve the Agreement from the moment the amended terms and conditions come into effect.

15. Prescription/Expiration

- 15.1. All legal claims against Scrum Facilitators, including claims for compensation, lapse and/or expire after 1 (one) year from the moment the claim in question has become due and payable.

16. Disputes and Applicable Law

- 16.1. Dutch law applies to the Agreement and these general terms and conditions.
- 16.2. Disputes under the Agreement and/or these general terms and conditions will be submitted exclusively to the competent court.