

AI was used to translate this document from Dutch into English.

General Terms and Conditions

These are the General Terms and Conditions of AwareMind.ai (hereinafter referred to as "AM"), located at Noordsingel 32, 2262 CK Leidschendam, registered with the Chamber of Commerce under number 97261270. These conditions apply to all offers, agreements, and deliveries of services and products by AM, unless otherwise agreed in writing.

1. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings unless explicitly stated otherwise:

- I. General Terms and Conditions: these general terms and conditions as stated herein.
- II. Company: the Counterparty acting in the exercise of a business or profession.
- III. Civil Code: the Dutch Civil Code.
- IV. Services: all activities, in whatever form, that AM performs for or on behalf of the Counterparty.
- V. Agreement: any agreement concluded between AM and the Counterparty.
- VI. Counterparty: the natural or legal person acting in the exercise of a profession or business who enters into an agreement with AM.

Unless expressly stated otherwise, singular terms shall include the plural and vice versa, and references to one gender shall include all genders.

2. Applicability

These General Terms and Conditions apply to all quotations, agreements, and deliveries of AM, regardless of the nature of the work, unless otherwise agreed in writing.

The applicability of the Counterparty's general terms and conditions is expressly rejected.

3. Quotations

I. All quotations, unless explicitly stated otherwise, constitute non-binding offers that may be revoked at any time, even if they contain a period for acceptance. Quotations may also be revoked by AM in writing immediately after acceptance but no later than two working days after receipt of acceptance, in which case no agreement shall have been concluded.

II. All quotations are valid for one month unless otherwise stated.

III. AM cannot be held to a quotation if the Counterparty should reasonably have understood that the quotation or part thereof contains an obvious error or clerical mistake.

IV. If acceptance deviates from the offer, even on minor points, AM is not bound by it. The Agreement shall not be concluded in accordance with this deviating acceptance unless AM indicates otherwise.

4. Formation of the Agreement

I. The Agreement is concluded when the Counterparty accepts AM's quotation.

II. Quotations may only be accepted in writing (including electronically). AM may nevertheless accept a verbal acceptance as if it were written.

III. The Agreement is concluded when AM receives an order confirmation from the Counterparty or when AM actually begins performance.

IV. The Agreement replaces all previous proposals, correspondence, agreements, or communications, whether written or oral.

5. Execution of the Agreement

I. AM shall execute the Agreement to the best of its knowledge and ability and in accordance with professional standards. The obligation is one of best efforts. Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code are excluded.

II. AM determines how and by whom the assignment will be executed. AM may engage third parties.

III. AM may execute the Agreement in phases and invoice each phase separately. If a phase invoice is unpaid, AM may suspend further performance.

IV. AM is entitled to previously announced leave days, regardless of any agreed minimum hours.

6. Changes and Additional Work

I. If modification is necessary for proper execution, AM will inform the Counterparty as soon as possible and the parties will agree on changes.

II. Changes may affect completion time.

III. AM will inform the Counterparty in advance of financial or qualitative consequences.

IV. For fixed prices AM will indicate the effect on pricing and attempt to provide a prior estimate.

V. No additional costs will be charged if the change is attributable to AM.

VI. Changes are only valid once accepted in writing by both parties.

7. Obligations of the Counterparty

The Counterparty must:

- Provide required data, equipment, and facilities in time
- Provide necessary authorizations
- Ensure employees are available
- Refrain from obstructive behavior
- Provide facilities if work is done on-site

AM is not liable for damage caused by incorrect or incomplete information.

Failure to comply may result in suspension or additional costs.

8. Cancellation

AM may change training/workshop dates or cancel assignments. If no replacement is possible, payments are refunded.

Cancellation by the Counterparty:

- Must be in writing
- <14 days: 25% fee
- <7 days: 50% fee
- <2 days: 100% fee

Location costs are charged.

Substitution of participants is allowed.

Misconduct may result in exclusion without refund.

9. Prices

Prices:

- Excluding VAT
- Excluding expenses unless agreed
- Based on hours if unspecified

AM may increase prices.

If increased within 3 months, the Counterparty may terminate unless:

- Required by law
- Caused by cost increases

- AM honors old price
 - Work occurs after 3 months.
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10. Payment

- Payment by bank transfer
- 21-day term
- Monthly invoicing

Late payment results in statutory commercial interest.

Collection costs:

- 20% minimum €500 per invoice.

All costs and legal expenses payable by Counterparty.

11. Complaints

Inspection:

- Immediately or within 7 days

Complaints:

- Within 14 days

Late complaints invalidate claims.

Payment obligation continues.

12. Force Majeure

Neither party is liable for events beyond control.

Includes:

- Strikes
- Transport disruptions
- Government measures
- Riots
- War
- Traffic problems
- Staff shortages
- Extreme weather
- Fire
- Trade restrictions

- Business disruptions.
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13. Termination

Termination:

- Mutual consent anytime
- 1-month notice

Immediate termination for:

- Bankruptcy
- Suspension of payments
- Liquidation.

Claims become immediately due.

AM may claim damages.

14. Return of Property

Items must be returned within 14 days.

Replacement costs charged if not returned.

15. Liability

AM liable only for direct damage due to gross negligence or intent.

Maximum:

- Insurance payout
- Invoice amount
- €1000.

No liability for indirect damage or lost profits.

16. Confidentiality

Parties must keep confidential information secret.

Legal disclosure does not create liability.

AM may list the Counterparty as a client unless agreed otherwise.

17. Indemnification

Counterparty indemnifies AM against third-party claims and IP claims.

18. Intellectual Property

All IP belongs to AM or licensors.

No transfer without permission.

Penalty:

€25,000 per infringement.

AM may use materials for promotion.

19. Privacy

AM processes personal data under GDPR.

Data used only for agreement or complaints.

20. Limitation Period

Claims expire after 1 year.

21. Assignment

No transfer without AM consent.

22. Survival

Provisions remain effective after termination.

23. Miscellaneous

- Changes must be written
 - Administration is proof
 - Invalid clauses replaced
 - Place of performance: AM location.
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24. Governing Law

Dutch law applies.

Disputes:

Court of The Hague.