

Additional terms and conditions of sale and delivery Scope4mation BV

Version 1.2 – 11/09/2024

The following provisions constitute the Additional Terms and Conditions of Delivery and Sale of Scope4mation BV. These conditions are an addition to the general terms and conditions of sale and delivery of NL Digital Terms and Conditions. The general terms and conditions of NL Digital Terms and Conditions, as used by Scope4mation BV, have been filed with the Chamber of Commerce under number 30174840.

1	Applicability of “Additional terms and conditions of delivery and sale” to “The NL Digital terms and conditions”
1.1	These “Additional terms and conditions of delivery and sale of Scope4mation BV” apply to all offers and agreements whereby services and/or goods are supplied by Scope4mation to a client.
1.2	Where these Additional Terms and Conditions of Delivery and Sale as referred to under Art. 1.1. deviate from "The NL Digital Terms and Conditions", the terms and conditions referred to under Art. 1.1. shall prevail.
1.3	Deviations from or additions to the conditions referred to in Article 1.1 and Article 1.2 shall only be valid if they have been explicitly accepted and signed in writing by both parties. For the sake of clarity: a single statement when placing an order or the statement in an order that the conditions of the client apply and thus reject the other conditions of the supplier, will not be accepted. This means that, unless explicitly agreed otherwise in writing, when placing an order the client automatically accepts that the conditions of Scope4mation prevail over the conditions of the client.
1.4	Unless explicitly agreed otherwise, as set out in Article 1.3 of this Agreement, the applicability of any purchasing or other conditions of the Client are expressly rejected.
1.5	If any provision of these terms and conditions is void or is annulled, the remaining provisions will remain in full force. In that case, Scope4mation and the client will enter into consultation to replace the void or annulled provision with a new provision that approximates the purport of the original provision as much as possible.
2	Invoicing takes place as follows, unless expressly agreed otherwise in writing
2.1	For work on location, at least the relevant part of the day of 4 hours will be charged, both for the morning until 12:00 and for the afternoon from 12:00.
2.2	For work performed remotely, such as via a VPN or Microsoft Teams, a minimum of 1 hour will be charged.
2.3	Travel expenses, with the exception of the islands, are not charged within the Netherlands.
2.4	For projects or activities where an overnight stay is necessary due to the travel distance, the costs for this will only be charged if written agreements have been made in advance.
2.5	Trainings and workshops are invoiced upon order and must be paid for prior to the training or workshop.
3	Consultancy
3.1	If pre-purchased consultancy days based on post-calculation are not or not fully taken within 18 months after the order was placed, they will expire and a new purchase order must be placed.
3.2	If pre-purchased and pre-paid consultancy days (strip card principle) are not taken within 18 months after the order was placed, they will expire without the right to a refund.
3.3	In case of cancellation of consultancy days, the following costs will be charged, depending on the time of cancellation: <ul style="list-style-type: none"> Up to 14 days before commencement: No costs. From 14 to 7 days before commencement: 25% of the planned hours will be invoiced. From 7 to 4 days before the start: 50% of the planned hours will be invoiced. From 4 days to 2 days before the start: 75% of the planned hours will be invoiced. Within 24 hours before the start or on the day of the appointment: 100% of the planned hours will be invoiced. <p>Cancellations must be reported by email to: administratie@scope4mation.com</p>
4	Liability
4.1	By way of exception to Article 16.2 regarding maximum liability, as set out in the NL Digital Terms and Conditions, the total maximum liability is limited, also in connection with our insurance and to the extent legally permitted, to compensation for statutory damage up to the amount of € 250,000 (two hundred and fifty thousand euros).
5	Final provisions
5.1	These terms and conditions are governed by Dutch law. All disputes arising from these terms and conditions, including all disputes regarding their existence and validity, will be settled by the competent Dutch court
5.2	If a court declares a provision of these terms and conditions null and void, this provision will be replaced by a legally valid provision that corresponds as closely as possible to the content of the provision declared null and void. The nullity of a provision does not affect the validity of the other provisions and the terms and conditions as a whole.