

Terms and Conditions Ervaar Elektrisch B.V.

The private limited company Ervaar Elektrisch B.V. is registered with the Chamber of Commerce under number 73225924 and is located at Bloemveldlaan 29, 2015 HB Haarlem, The Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following definitions apply unless explicitly stated otherwise.
 2. Company: The natural or legal person acting in the exercise of a profession or business.
 3. Service Provider: Ervaar Elektrisch B.V., a private limited company established under Dutch law, offering services to the Client, hereinafter referred to as Ervaar Elektrisch.
 4. Client: The Company that has appointed Ervaar Elektrisch, awarded projects to Ervaar Elektrisch for services to be performed, or to which Ervaar Elektrisch has submitted a proposal based on an Agreement.
 5. Supplier: The Company providing electric vehicles for test drives during the event under its supervision.
 6. Offer: Any offer or quotation made to the Client for services to be performed by Ervaar Elektrisch.
 7. Services: Events organized by Ervaar Elektrisch during which people can experience driving electric vehicles.
 8. Agreement: Any agreement and other obligations between Client and Ervaar Elektrisch, as well as proposals by Ervaar Elektrisch accepted by the Client for services to be provided, forming an inseparable whole with these general terms and conditions.
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Article 2 - Applicability

1. These general terms and conditions apply to every Offer by Ervaar Elektrisch, every Agreement between Ervaar Elektrisch and the Client, and to every service provided by Ervaar Elektrisch.
 2. Prior to the conclusion of an Agreement, the Client shall be provided with these general terms and conditions. If not reasonably possible, Ervaar Elektrisch shall indicate how the Client can access the terms and conditions.
 3. Deviations from these general terms and conditions are only possible if explicitly agreed in writing.
 4. These general terms and conditions also apply to supplementary, amended, and follow-up assignments.
 5. The Client's own terms and conditions are expressly excluded.
 6. If one or more provisions of these general terms and conditions are null or annulled, the remaining provisions remain in force, and the void/annulled provision(s) shall be replaced with provisions reflecting the original intent as closely as possible.
 7. Any ambiguity about the content, interpretation, or situations not covered by these general terms and conditions shall be interpreted in the spirit of these terms and conditions.
 8. The applicability of Articles 7:404, 7:407(2), and 7:408(1) of the Dutch Civil Code is explicitly excluded.
 9. References to "she/her" shall also be construed as "he/him/his" where applicable.
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Article 3 - The Offer

1. All offers made by Ervaar Elektrisch are non-binding, unless explicitly stated otherwise in writing.
 2. An Offer is only binding if the Client confirms it in writing within 30 days. Nevertheless, Ervaar Elektrisch reserves the right to refuse an Agreement with a (potential) Client for justifiable reasons.
 3. The Offer contains a description of the offered services that is sufficiently detailed for the Client to properly assess the Offer. Any data in the Offer is indicative and cannot serve as grounds for any compensation or termination of the Agreement.
 4. Offers and quotations do not automatically apply to future orders.
 5. Delivery times mentioned in the Offer are indicative and do not entitle the Client to termination or compensation, unless explicitly agreed otherwise.
 6. If adjustments to the event are necessary due to unforeseen (weather) circumstances or changed wishes of the Client, the Client must reimburse Ervaar Elektrisch for the reasonable additional costs.
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Article 4 - Formation of the Agreement

1. The Agreement is concluded when the Client accepts an Offer by signing (scanned or original) and returning it, or by providing explicit and unambiguous acceptance by email.
 2. Ervaar Elektrisch may revoke the (signed) Agreement within 5 working days after receiving the acceptance.
 3. Ervaar Elektrisch is not bound by an Offer if the Client should have reasonably understood that the Offer contained an obvious mistake or error.
 4. If the Client cancels a confirmed assignment, any costs incurred (including time spent) will be charged, according to the following cancellation fees:
 - Cancellation up to 365 days before the first event day: 15% of the fee;
 - Cancellation from 364 to 182 days before setup day: 50% of the fee;
 - Cancellation from 181 to 62 days before setup day: 75% of the fee;
 - Cancellation from 61 to 31 days before setup day: 100% of the fee;
 - Cancellation from 30 days or fewer: 100% of the fee + a 20% penalty.
 5. Each Agreement is concluded with the company, not with an individual associated with Ervaar Elektrisch.
 6. The Client's right of withdrawal is excluded unless otherwise agreed.
 7. If the Agreement is concluded with multiple Clients, all Clients are jointly and severally liable for compliance with the Agreement.
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Article 5 - Duration of the Agreement

1. The Agreement is entered into for a definite period as stipulated in the Agreement.
 2. Either party may terminate the Agreement for attributable non-performance after a written notice and a reasonable period to remedy the default.
 3. Termination does not affect the Client's payment obligations for services already performed.
 4. Early termination is expressly excluded unless otherwise agreed.
 5. In case of early termination, the Client owes all actual costs incurred by Ervaar Elektrisch based on the agreed hourly rate, including non-refundable costs.
 6. Both parties may terminate the Agreement without notice if bankruptcy or suspension of payments occurs.
 7. The Agreement may also end if the event cannot take place, with Ervaar Elektrisch refunding any prepaid amounts without being liable for damages.
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Article 6 - Execution of the Services

1. Ervaar Elektrisch shall perform the agreed service with the utmost care and professionalism. Services are provided on a best-efforts basis unless a specific result is explicitly agreed in writing.
 2. The scope of the services is determined by the Agreement and shall be provided solely for the benefit of the Client. Third parties cannot derive any rights from the services.
 3. The services and pricing are based on the information provided by the Client. If such information proves to be incorrect or incomplete, Ervaar Elektrisch may adjust its services and prices accordingly.
 4. Ervaar Elektrisch is not obliged to follow instructions from the Client if doing so would alter the agreed scope. Additional work due to such instructions will be invoiced separately. Ervaar Elektrisch may organize the event at its own discretion as long as it aligns with the Client's wishes, and may replace elements with comparable alternatives.
 5. Ervaar Elektrisch is entitled to engage third parties for the performance of the services.
 6. If necessary based on the nature and duration of the assignment, Ervaar Elektrisch will provide interim updates on progress.
 7. The execution of the services depends on the information provided by the Client. Any changes may impact the timeline. Ervaar Elektrisch is not liable for delays due to late, incorrect, or incomplete data, or lack of cooperation from the Client. Such delays may lead to an extension of deadlines and additional costs.
 8. Clear agreements must be made regarding safety and emergency procedures. Ervaar Elektrisch sets minimum guidelines, which the Client must follow. If Client's staff gives directions during the event, these are considered to be on behalf of the Client, who remains liable for resulting consequences.
 9. The Supplier is fully responsible for safely supervising visitors during test drives. This includes providing an instructor in the vehicle, a lead car, and a companion vehicle on the test course.
 10. Ervaar Elektrisch and the Supplier may set further conditions for participation in driving. The Client cannot deviate from these.
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Article 7 - Obligations of the Client

1. The Client must provide all requested information and relevant documentation on time and in the required format. Failure to do so may prevent Ervaar Elektrisch from properly performing the Agreement, and the consequences are at the Client's risk.
 2. Ervaar Elektrisch is not obliged to verify the correctness or completeness of provided information, nor to update it. Ervaar Elektrisch is not liable for third-party data or information it passes on under the Agreement.
 3. Ervaar Elektrisch may suspend work if additional information is not provided upon request. Any delays or resulting consequences are the Client's responsibility.
 4. If print materials are included in the Agreement, the Client is responsible for timely content submission and error-checking. Any corrections after approval are at the Client's expense. Usage rights for design end after the event.
 5. The Client is responsible for obtaining all necessary permits, subsidies, and legal documents. If a third party is engaged for this, Ervaar Elektrisch bears no responsibility.
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Article 8 - Advice

1. Ervaar Elektrisch may provide ideas, advice, and designs for the event. These are non-binding and advisory in nature. The Client is solely responsible for whether to follow them.
 2. The Client must review proposals from Ervaar Elektrisch upon request. Delays in feedback may cause delays for which the Client is fully responsible.
 3. The quality and outcome of the advice depend on factors such as the timeliness and accuracy of the information provided by the Client and its staff.
 4. The Client must inform Ervaar Elektrisch in writing of any relevant circumstances or priorities before the work begins.
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Article 9 - Additional Work and Changes

1. If changes are necessary during execution of the Agreement or additional work is required, the Client must pay for this at the agreed rate. Ervaar Elektrisch may request a separate agreement or refer to a qualified third party.
 2. Ervaar Elektrisch may change agreed-upon components of the event at its discretion if needed, including rescheduling. The Client is not entitled to a refund or damages. All resulting costs are at the Client's risk.
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Article 10 - Prices and Payment

1. All prices are exclusive of VAT, unless agreed otherwise.
 2. Services are generally performed within a set budget, which is a target estimate. Final costs are based on actual hours worked.
 3. Travel time and expenses related to the event are charged to the Client.
 4. The Client must pay the full cost of third-party services engaged with its approval, including catering, cleaning, permits, etc.
 5. If an advance is agreed upon, it must be paid before the start of services.
 6. The Client may pay in instalments if agreed, but the full amount must be paid at least two months before the event.
 7. No rights may be derived from prior estimates unless explicitly agreed.
 8. Ervaar Elektrisch may increase prices annually in line with inflation. Other price changes are only valid if specified in the Agreement.
 9. All invoices must be paid in full without deduction or suspension, within the stated payment term.
 10. In case of liquidation, insolvency, or bankruptcy, all amounts owed by the Client become immediately due and payable.
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Article 11 - Collection Policy

1. If the Client fails to meet its payment obligation, it is legally in default.
 2. From the date of default, Ervaar Elektrisch is entitled to statutory commercial interest and compensation for extrajudicial collection costs as per Dutch law (decision of July 1, 2012).
 3. Any additional reasonable collection or legal costs incurred by Ervaar Elektrisch are recoverable from the Client.
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Article 12 - Privacy, Data Processing, and Security

1. Ervaar Elektrisch handles the Client's (personal) data with care and uses it only in accordance with applicable laws. Questions can be addressed via info@ervaarelektrisch.nl.
 2. The Client is responsible for the legality and accuracy of any data processed using Ervaar Elektrisch's services and indemnifies Ervaar Elektrisch from claims arising from such processing.
 3. If Ervaar Elektrisch must provide data security, it will meet agreed specifications and use a reasonable level of security based on current technology and costs.
 4. Ervaar Elektrisch may take photos and videos during events for promotional purposes unless agreed otherwise.
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Article 13 - Suspension and Termination

1. Ervaar Elektrisch may retain data and deliverables if the Client has not fulfilled payment obligations.
 2. Ervaar Elektrisch may suspend obligations if the Client defaults.
 3. Ervaar Elektrisch is not liable for damages resulting from suspension.
 4. Suspension or termination does not affect the Client's obligation to pay for work already performed. The Client must compensate any financial loss resulting from non-compliance.
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Article 14 - Force Majeure

1. Ervaar Elektrisch is not liable for failure to perform due to force majeure.
 2. Force majeure includes: supplier failure, third-party failures, software issues, government measures, internet or telecom disruptions, illness, and other events beyond control.
 3. Both parties may terminate the Agreement due to force majeure. Costs incurred before termination are payable by the Client.
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Article 15 - Limitation of Liability

1. A shortcoming is only deemed to exist if a guaranteed result was explicitly agreed upon.
 2. Ervaar Elektrisch's liability is limited to the amount invoiced, for direct damages only, unless due to intent or gross negligence.
 3. Ervaar Elektrisch is not liable for indirect or consequential damages, including loss of profit or business interruption.
 4. Liability is limited to the amount covered by insurance.
 5. Ervaar Elektrisch is not liable for damages during vehicle use by visitors; participation is at their own risk.
 6. Ervaar Elektrisch is not liable for loss, damage, or theft of property at the event.
 7. The Client indemnifies Ervaar Elektrisch from third-party claims arising from services provided by Ervaar Elektrisch.
 8. Advice based on incomplete or incorrect information from the Client does not create liability.
 9. Advice is non-binding; the Client decides whether to follow it.
 10. The Supplier is responsible for visitor safety during test drives.
 11. Ervaar Elektrisch is not liable for third-party advice engaged by the Client.
 12. Ervaar Elektrisch is not responsible for miscommunication via email.
 13. Claims expire if not reported in writing within one year after discovery or termination of the Agreement.
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Article 16 - Confidentiality

1. Both parties must keep confidential all sensitive information, unless publicly known or legally required to disclose.
 2. Disclosure to unauthorized persons or third parties is prohibited.
 3. Ervaar Elektrisch is not liable if required to disclose under court order or legal obligation.
 4. Written consent is required for public use or sharing of Ervaar Elektrisch materials.
 5. Confidentiality obligations apply to third parties engaged by both parties.
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Article 17 - Intellectual Property Rights

1. All IP rights, including designs, ideas, and advice, are transferred to the Client unless agreed otherwise.
 2. Ervaar Elektrisch may require separate agreements and fees for IP transfers.
 3. Client may not copy, distribute, or modify materials without written permission.
 4. IP-protected materials may not be used beyond what is agreed in the Agreement.
 5. Both parties shall cooperate in case of IP infringement.
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Article 18 - Penalty Clause

Violation of these terms by the Client results in an immediate penalty of €5,000 plus €500 per day of continued violation.

Article 19 - Indemnification and Accuracy of Information

1. The Client is responsible for the accuracy and completeness of all provided information.
 2. The Client indemnifies Ervaar Elektrisch for failure to provide correct information.
 3. The Client indemnifies Ervaar Elektrisch against claims related to missing permits or subsidies.
 4. The Client indemnifies Ervaar Elektrisch against third-party claims related to data or actions taken.
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Article 20 - Complaints

1. Complaints must be reported within 7 calendar days of the issue.
 2. Complaints must be clearly described to be accepted.
 3. Ervaar Elektrisch will respond within 7 calendar days.
 4. Both parties shall aim to resolve complaints jointly.
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Article 21 - Applicable Law

1. Dutch law applies to all legal relationships.
2. Ervaar Elektrisch may amend these terms and will notify the Client.
3. Disputes shall be resolved by the competent court in Haarlem, unless mandatory law dictates otherwise.