

Terms and Conditions - 4Productivity

1. Definitions

In these terms and conditions, the following definitions apply:

- 4Productivity: the contractor and supplier of products and services.
- Client: the natural or legal person entering into an agreement with 4Productivity.
- Agreement: any arrangement between 4Productivity and the Client, including amendments and additions.
- Delivery: all products, services, work, or projects delivered by 4Productivity.
- Services: all activities including consulting, implementation, maintenance, support, training, and installation.
- Documentation: all information, designs, diagrams, quotations, manuals, drawings, and digital files provided.
- Defect: a demonstrable deviation from the specifications agreed upon in writing.

2. Applicability

- These terms and conditions apply to all offers, quotations, deliveries, and agreements of 4Productivity.
- Deviations are only valid if confirmed in writing by 4Productivity.
- The Client's general terms and conditions are excluded unless explicitly accepted in writing.

3. Offers and Agreements

- All offers are non-binding unless stated otherwise.
- An agreement is concluded upon written confirmation by 4Productivity or once execution has started.
- Obvious errors or mistakes in quotations or price statements are not binding on 4Productivity.



4. Performance of Services

- 4Productivity shall perform its services to the best of its knowledge and ability.
- Unless explicitly agreed otherwise in writing, obligations are considered obligations of effort and not obligations of result.
- 4Productivity may engage third parties in the execution of the agreement.

5. Changes and Additional Work

- Changes to the assignment may result in adjustments to pricing, planning, and delivery times.
- Additional work shall be invoiced separately based on actual costs or agreed rates.

6. Prices and Payment

- All prices are exclusive of VAT and other applicable taxes or levies.
- Invoices must be paid within 30 days of the invoice date.
- Late payments are subject to statutory commercial interest.
- All collection costs are borne by the Client.

7. Delivery and Delivery Times

- Delivery times are indicative and not strict deadlines.
- Delays do not entitle the Client to compensation or termination unless otherwise agreed in writing.
- Partial deliveries are permitted.



8. Risk and Retention of Title

- Risk transfers to the Client upon delivery.
- All delivered goods remain the property of 4Productivity until full payment has been received.
- The Client may not pledge or resell goods subject to retention of title outside normal business operations.

9. Warranty

- Unless otherwise agreed, a warranty period of 6 months applies to new products and services.
- Warranty becomes void in cases of improper use, modifications by third parties, or use outside the agreed purpose.
- 4Productivity shall determine whether repair, replacement, or adjustment is appropriate.

10. Confidentiality

- Both parties shall treat confidential information strictly confidentially.
- Documentation and provided information may only be used for the execution of the agreement.

11. Liability

- The liability of 4Productivity is limited to direct damages only.
- Maximum liability is limited to the invoice amount related to the relevant assignment, with an absolute maximum of €50,000.
- Liability for indirect damages, consequential damages, loss of profit, data loss, or business interruption is excluded.
- The Client remains responsible for backups, security, and monitoring of systems and processes.



12. Force Majeure

- Force majeure includes all circumstances beyond the reasonable control of 4Productivity.
- During force majeure situations, obligations may be suspended.
- If force majeure continues for more than 90 days, either party may terminate the agreement without compensation.

13. Termination

- Either party may terminate the agreement in writing in the event of a material breach.
- Work already performed and costs already incurred remain payable.
- Cancellation by the Client entitles 4Productivity to compensation for incurred costs and lost revenue.

14. Governing Law

- All agreements are governed exclusively by Dutch law.
- Disputes shall be submitted to the competent court in the district where 4Productivity is established.

15. Final Provisions

- If any provision is found to be invalid or unenforceable, the remaining provisions remain fully effective.
- The most recent version of these terms and conditions applies to every agreement.

