

General terms and conditions

The general terms and conditions I work to are shown below. In the absence of any other agreement between us, these terms will apply. Any formal agreement between us supersedes the terms below.

1. General

1.1. Karen Broekhuizen

The general terms and conditions hereinafter set forth exclusively apply to all transactions with the medical writer, being Karen Broekhuizen, freelance medical writer working via Karen Broekhuizen Medical Writing, located at Delfgauw, Pauwmolen 38, 2645 GD, filed at the Chamber of Commerce under 61885673.

1.2. Client

In the general terms and conditions, the client is the person who requests Karen Broekhuizen to submit a quotation and/or enters into an agreement with Karen Broekhuizen in the context of the provision of a medical writing service.

1.3. Services

In the general terms and conditions, services include all services to be provided by Karen Broekhuizen for the client and products to be delivered, including, but not limited to: manuscripts, brochures, grant applications.

1.4. Applicability with regard to third parties

The general terms and conditions also apply to all agreements with Karen Broekhuizen, in which context Karen Broekhuizen serves the execution of third parties.

1.5. Location of general terms and conditions

These general terms and conditions can be found on www.karenbroekhuizen.nl. The latest version always applies, unless an earlier version has been declared applicable to the agreement or quotation.

2. Agreement, quotation and confirmation

2.1. Quotation

Every quotation made by Karen Broekhuizen is without obligation and valid for a period of thirty (30) days. Karen Broekhuizen has the right to withdraw the quotation at any time.

2.2. Agreement

Unless otherwise agreed, a signed quotation is considered an agreement, containing the price agreement and a specification of the work with regard to the content and time-frame of the services (to be) provided.

3. Execution of services

3.1. Execution

Karen Broekhuizen will endeavour to execute the agreement as adequately as possible, to represent the interests of the client to the best of her knowledge. Karen Broekhuizen will keep the client informed of the progress of the services agreed upon.

3.2. Execution by third parties

If necessary for the execution of the agreement at the discretion of Karen Broekhuizen, Karen Broekhuizen has the right to have work carried out by third parties on behalf of and on behalf of the client, without Karen Broekhuizen needing prior permission from the client.

3.3. Delivery term

A term specified by Karen Broekhuizen for the completion of the agreement has an indicative scope, but is agreed upon as concretely as possible.

4. Liability

4.1.1. Apart from the cases mentioned in this document, Karen Broekhuizen accepts no liability for damage.

4.1.2. Karen Broekhuizen's liability for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation, is excluded at all times.

4.1.3. Karen Broekhuizen accepts liability for the direct damage suffered by the client, which is the result of an attributable shortcoming in its obligations under the agreement or from tort, up to the special Karen Broekhuizen aanvaardt slechts aansprakelijkheid voor de door de opdrachtgever geleden directe schade, die het gevolg is van een toerekenbare tekortkoming in haar verplichtingen uit de overeenkomst of uit onrechtmatige daad, tot het bedrag gelijk aan de op grond van de overeenkomst aan de opdrachtgever gefactureerde of te factureren bedragen exclusief BTW en andere heffingen van overheidswege, tot een maximum van € 50.000, -.

4.1.4. Karen Broekhuizen's liability for attributable failure to fulfil an agreement arises only if the client has immediately and properly declared Karen Broekhuizen in default in writing, setting a reasonable period for remedying the shortcoming, and Karen Broekhuizen continues to fail to fulfil its obligations attributable after that period. The notice of default must contain such a detailed description of the shortcoming that Karen Broekhuizen is able to respond adequately.

4.1.5. Karen Broekhuizen is not liable if a shortcoming is the result of force majeure.

4.1.6. The limitations set out in this article do not apply if the damage is the result of intent or gross negligence on the part of Karen Broekhuizen or her managerial subordinates.

4.1.7. Any liability of Karen Broekhuizen expires by the expiry of one year, counting from the moment of the occurrence of the damage, on the understanding that any liability of Karen Broekhuizen in any case expires by one year, counting from the end of the agreement with which the damage is most related.

4.2. Resolution of disagreements

4.2.1. All disputes, which cannot be settled amicably between the parties, will be settled by the competent court in Rotterdam, unless otherwise agreed.

4.2.2. Agreements between Karen Broekhuizen and the Client are governed by Dutch law.

5. Payment

5.1. Payment obligation

Payments must be made within fourteen (14) days of the invoice date, unless otherwise agreed. If after the expiry of this period Karen Broekhuizen has not yet received a (full) payment, a reminder will be sent.

5.2. Partial invoicing

Karen Broekhuizen has the right to proceed to partial invoicing at any time, unless otherwise agreed in

writing.

6. Termination and dissolution of agreement

6.1. Termination of the agreement by the client

If the client terminates the agreement, which must be terminated by registered letter, the client owes the fee and the costs incurred in relation to the work performed up to that time in the context of the agreement, regardless of Karen Broekhuizen's right to claim compensation in connection with the termination.

6.2. Dissolution agreement by Karen Broekhuizen

If the agreement is dissolved by Karen Broekhuizen due to an attributable shortcoming in the performance of the agreement by the client, the client owes the fee and the costs incurred in relation to the work performed up to that time in the context of the Agreement, regardless of Karen Broekhuizen's right to claim compensation. Conduct of the client on the basis of which Karen Broekhuizen can no longer reasonably be required to complete the agreement, are also considered as attributable shortcoming in this regard.