



GENERAL TERMS AND CONDITIONS

Cuccibu B.V.

General terms and conditions filed with the Chamber of Commerce on 23/05/2023 under number 61072923.

1. General

1. In these terms and conditions, 'client' is understood to mean any legal entity or natural person who has concluded or wishes to conclude an agreement with our company with respect to services provided by us and/or giving instructions to us, and in addition to them their representative(s), authorised representative(s), successor(s) in title and heirs.
2. Cuccibu B.V. and the legal entities affiliated with it, hereinafter to be referred to as 'Cuccibu', are regarded as the contracted party in these general terms and conditions. The offers and the performance of agreements offered by Cuccibu are governed solely by these terms and conditions. Any deviations have no binding effect, unless they have been agreed on explicitly and in writing by the parties.
3. The general terms and conditions applied by the client do not apply, unless Cuccibu has explicitly accepted them in writing.
4. If Cuccibu has concluded an agreement with the client in which the applicability of these terms and conditions has been agreed on, these terms and conditions also apply to any further assignments given by the client orally, by telephone, in writing, via e-mail or otherwise, regardless of a written confirmation by either of the parties.
5. The following order of priority applies in case of a conflict between the provisions of the agreement, the general terms and conditions or schedules:
 - a. The agreement
 - b. The schedules
 - c. The general terms and conditions

2. Quotations

1. All quotations of Cuccibu are subject to contract, unless they include a term for acceptance. If a quotation includes an offer subject to contract and this offer is accepted, Cuccibu in any event has the right to revoke this offer within two working days following receipt of the acceptance.
2. Cuccibu's quotations are valid for the period stated in the quotation. If no period has been stated, the quotation is valid up to fourteen days after the date on which the quotation was submitted.

3. Agreement

1. Cuccibu is only bound after and to the extent that Cuccibu has confirmed an assignment in writing, and if the oral acceptance by Cuccibu is evidenced by the performance of the agreement. Any additional arrangements or confirmations to be made at a later point in time, which deviate from the written acceptance stated above, are valid only if Cuccibu has accepted or confirmed them in writing.
2. Written assignments from the client must be accompanied by a clear description of the activities to be performed. Cuccibu has the right to suspend the performance of the assignment until the time that the client has fulfilled this obligation.
3. Cuccibu is entitled – if Cuccibu deems this necessary or desirable – to use the services of third parties in the performance of the assignment.

4. Term & termination

1. An assignment may be entered into for a definite or indefinite period of time. If an assignment for a definite period has been agreed on, this means that the agreement ends automatically and without any notice being required upon the expiry of the agreed period. If a period for the term of the assignment has not been agreed on in the agreement, this means that the agreement was entered into for an indefinite period of time.

2. An agreement for a definite period cannot be terminated early, unless the parties have agreed otherwise in writing. An agreement for an indefinite period can be terminated, in which case the party giving notice must observe a one-month notice period.
3. If the client wishes to extend the term of an agreement for a definite period, the client must submit a written request to that effect to Cuccibu at least one month before the expiry date. Cuccibu will inform as soon as reasonably possible whether and on which conditions the agreement can be extended. In that case, the extended agreement is continued on the same conditions, unless the parties deviate from this in writing. In this respect Cuccibu reserves the right to adjust the rates as a result of indexation of the direct costs. If a written extension is not agreed on, but Cuccibu continues to perform activities for the client also after the agreement has ended, the agreement is deemed to have been extended by the same period as the initial period and on the same conditions, unless the parties as yet agree otherwise in writing.
4. Each of the parties is authorised to terminate the agreement wholly or partially only if the other party, after having been given proper written notice of default that is as detailed as possible, setting a reasonable period to remedy the breach, fails attributable to fulfil essential obligations under the agreement.
5. In the following cases, the parties may, without notice of default or judicial intervention being required, terminate the agreement extrajudicially by means of written notice:
 - a. If a party is put into liquidation, is granted a provisional suspension of payments, or is placed under guardianship;
 - b. If the company is wound up;
 - c. If attachment is levied against a party.
 - d. Cuccibu may furthermore terminate the agreement if the control of the client's company changes. The parties will never be obliged to pay compensation on account of the termination referred to in this paragraph.

5. Advance payment & provision of security

1. Cuccibu is entitled at all times to require advance payment or provision of security before delivering or continuing its performance. If the client fails to make the required advance payment or to provide the required security, any obligation to perform that is vested in Cuccibu ceases to apply, without prejudice to Cuccibu's right to compensation of direct and indirect damage or loss by the client.

6. Rates

1. Unless stated otherwise, all quotations are subject to price changes. Cuccibu has the right to adjust the hourly rates at least twice a year as a result of indexation of the direct costs.
2. Unless explicitly agreed otherwise in writing, the activities to be performed by Cuccibu will be paid for by the client based on the hours spent on the assignment.
3. Hourly rates are determined for each assignment.
4. Unless stated otherwise, the rates/fees of Cuccibu are exclusive of VAT and inclusive of travel and accommodation expenses.
5. Arrangements concerning a rate decrease and/or rate increase are only binding after Cuccibu has consented in writing.

7. Invoicing

1. If, at the client's request, Cuccibu performs activities that can be regarded as overtime, Cuccibu will add an overtime surcharge. If an employee works more hours in one day than has been agreed or if an employee performs activities for more than eight hours a day, this constitutes overtime. Unless otherwise agreed in writing, activities performed outside customary working days also constitute overtime. Unless otherwise agreed, overtime is invoiced as follows:
 - a. 100% of the basic rate for the first hour

- b. 125% of the basic rate for the second hour
 - c. 150% of the basic rate for the subsequent hours
 - d. 150% of the basic rate on Saturdays
 - e. 200% of the basic rate on Sundays and public holidays
2. If the client does not agree with the invoice, it must notify Cuccibu in writing within eight working days of receipt of the invoice. After this period, the invoice is deemed to have been accepted and must be paid.
3. Unless an invoicing schedule has been agreed on, Cuccibu is at liberty to invoice the hours spent and costs incurred on an interim basis.

8. Payment

1. The client will pay within 30 days of the invoice date. The client is not entitled to discount or setoff for any reason whatsoever.
2. In case of late payment, the client is obliged to fully pay for any judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs and collection agencies, in addition to the amount that is payable and the interest due in that respect. The extrajudicial costs amount to at least 15% of the amount that the client must pay Cuccibu.
3. The claim for payment is immediately due and payable in the event that the client is put into liquidation, applies for a suspension of payments or if the client's assets are subject to full attachment, if the client dies and furthermore if the client is wound up or dissolved.
4. After forty days have passed since the invoice date, the client who fails to make payment in good time is in default by operation of law, without any notice of default being required.
5. If any invoice amount or any advance invoice has remained unpaid, Cuccibu has the right to suspend further activities.
6. Any payment by the client primarily serves as payment of the collection costs and/or administrative expenses incurred by Cuccibu, subsequently to pay for the interest payable by the client, and after that it is deducted from the oldest outstanding debts.
7. In the event of an assignment given jointly, the clients are jointly and severally liable for the payment of the invoice amount, to the extent that the activities were performed for the benefit of the joint clients.
8. As soon as the client is in default, it must pay interest from the due date until the date of payment in full, which is equivalent to the statutory interest, subject to a minimum of 2% a month – where part of a month is counted as a full month for the calculation thereof – on the amount still outstanding until payment in full has taken place.

9. Performance of the agreement

1. Cuccibu determines the manner in which the assignment must be performed and by which employee or employees. Cuccibu informs the client in advance, during and after the end of the assignment about the manner in which the performance has been and is performed. Where possible, Cuccibu follows sound instructions given in good time by the client about the performance of the assignment, unless Cuccibu is of the opinion that this cannot be required of it.
2. If the agreement includes which employee/employees of Cuccibu will perform the assignment, Cuccibu does its utmost to ensure that this employee is/these employees are available during the term of the assignment. Cuccibu will make its employee/employees available, either on site or elsewhere. The client is aware that an employee of Cuccibu is never deployed exclusively for the client. Cuccibu reserves the right to replace an employee with another employee who has comparable qualifications.
3. The client is not allowed, without the written consent of Cuccibu, to use Cuccibu's employees for other activities than those agreed on with Cuccibu.
4. Cuccibu has an obligation to use best endeavours when performing an assignment, unless explicitly agreed otherwise in writing.

5. The client is obliged to provide to Cuccibu, or its employees, in good time in the required form and in the required manner all information and documents that Cuccibu needs to correctly perform the assignment.
6. Cuccibu's advice and activities are based on information obtained and to be obtained from the client. Cuccibu does not guarantee the correctness of the data provided by the client, and is not liable in any way for damage or loss, of any nature whatsoever, arising from or on account of incorrect or incomplete data provided by the client, even if the data was provided in good faith.
7. Periods stated by Cuccibu are indicative in nature and can never be regarded as strict deadlines, unless explicitly agreed otherwise in writing. If a period is exceeded, the client must give Cuccibu written notice of default, offering a reasonable period to as yet perform the agreement.

10. Taking over staff

1. During the term of the agreement as well as one year after it has ended, the client will not, without the written consent of Cuccibu, enter into an employment relationship with the employees of Cuccibu who were involved in the performance of the agreement. If this provision is violated, the client must pay Cuccibu an immediately payable penalty of €100,000 without prejudice to the obligation to compensate the actual loss suffered to the extent that it exceeds this incurred penalty.
2. If for any reason whatsoever the prohibition included in paragraph 1 does not apply or proves to be void, and the client enters into an employment relationship with an employee of Cuccibu within one year after the agreement has ended, the client must pay Cuccibu reasonable compensation in that respect. This compensation is for the costs incurred by Cuccibu in connection with the deployment, recruitment, coaching/training of the relevant employee. The amount of this compensation depends on the number of invoiceable hours that the employee has worked for the client (via Cuccibu). This compensation is determined as follows:

Number of hours worked for the client	Compensation
Up to 1,700	€25,000
Between 1,700 and 2,500	€17,500
From 2,500 onwards	€12,500

3. An employment relationship is entered into in the context of this article if the client enters into an employment contract with Cuccibu's employee or has Cuccibu's employee otherwise work for it either directly or indirectly.

11. Contract extras

1. Cuccibu is only obliged to perform the activities that are stated explicitly in the quotation / confirmation of the assignment / agreement or that Cuccibu has additionally confirmed.
2. All changes with respect to the activities stated in the assignment, either by a special assignment given by the client or because the provided data does not correspond with the actual performance of the assignment or otherwise should be regarded as contract extras if they lead to more costs.
3. Contract extras will be calculated based on the price-determining factors that apply at the time that the contract extras are performed.
4. The above is without prejudice to Cuccibu's right to full compensation of the costs incurred, lost profits and/or other loss items.

12. Complaints

1. Cuccibu only handles complaints if the client has immediately notified Cuccibu thereof in writing within eight days of discovery of the defect in the provision of services, or within eight days after the client reasonably should have discovered the defect in the provision of services, accurately

stating the nature of and the reason for the complaints, as well as when and how the defect in the provision of services was found.

2. The submission of a complaint does not discharge the client from its payment obligations in respect of Cuccibu.
3. The submission of a complaint or if Cuccibu decides in favour of the complainant, for any reason whatsoever, does not in any way result in a liability for compensation on Cuccibu's part.

13. Liability

1. Cuccibu's liability for direct damage or loss on account of an attributable breach of contract or caused by an explicit failure in terms of the care, expertise and professionalism that may be counted on in the performance of the activities only arises if the client gives Cuccibu immediate and proper notice of default in writing, giving a reasonable period to remedy the failure, and Cuccibu also continues to fail attributable to fulfil its obligations after that period has ended. In order to allow Cuccibu to respond adequately, the notice of default must contain a description of the failure that is as detailed as possible.
2. Direct damage or loss is understood to mean:
 - a. Damage to the client's and/or third parties' properties;
 - b. Costs of necessary changes and/or modifications to machinery, equipment, software, specifications, materials or documentation, for example, made to mitigate or repair the damage or loss;
 - c. Costs of emergency facilities, such as the contingency use of other machinery, systems, computer systems or the engaging of third parties;
 - d. Costs, including staff costs, of keeping old systems, computer systems and other facilities operational for longer out of necessity;
3. Cuccibu's liability for direct damage or loss, for any reason whatsoever, is limited to a maximum of €25,000 per event, in which respect a series of events is regarded as a single event. Cuccibu's liability for indirect damage or loss, including consequential loss, loss of profits and savings, loss of data and loss due to business interruption and staff turnover is excluded at all times.
4. The damage or loss to be compensated by Cuccibu will be moderated if the relationship between the performance to be delivered by Cuccibu and the extent of the damage or loss suffered by the client gives reasons to do so.
5. Cuccibu is not liable in any way for the results of activities effected under the client's management and supervision.
6. A condition with regard to any right to compensation being created is always that the client reports the damage or loss to Cuccibu in writing as soon as possible (no later than 6 months) after it has arisen.
7. The client indemnifies Cuccibu against all injury to persons or damage to the property of Cuccibu's employees or the third parties engaged by Cuccibu if this injury or damage has arisen on site (at the client's company or an agreed location elsewhere).

14. Force majeure

1. In case of force majeure, which in any event includes disruptions or failures of the Internet, the telecommunications infrastructure, power failures, internal civil commotion, mobilisation, war, traffic congestion, strike, lock-out, business interruptions, stagnation in supply, fire, flooding, import and export impediments as a result of which Cuccibu cannot reasonably be required to fulfil the agreement, the performance of the agreement is suspended or the agreement is terminated if the situation of force majeure lasts longer or has lasted longer than ninety days. All this without any obligation to pay compensation, for any reason whatsoever, on the part of Cuccibu.
2. Cuccibu is entitled at all times to demand payment for the services performed in the execution of the relevant agreement before the situation causing the force majeure became manifest.

15. Intellectual property rights

1. The copyright in respect of reports, proposals and other documents resulting from the activities is vested in Cuccibu at all times. Modules, models, techniques, instruments, which also includes software, which were used in the performance of the assignment are and remain the property of Cuccibu or its suppliers at all times, unless otherwise agreed. Disclosure may only be effected after having obtained Cuccibu's written consent. The client has the right to reproduce documents for use within its own organisation, to the extent that such reproduction fits the purpose of the assignment.
2. The client indemnifies Cuccibu against all third-party claims alleging that the intellectual property rights and/or database rights of a third party are infringed by or in connection with the performance of the agreement, to the extent that such infringement relates to designs, goods or software that the client has made available to Cuccibu.

16. Secrecy

1. The parties undertake to observe secrecy with respect to all confidential information that the parties receive from each other. The parties also impose this obligation on all persons or legal entities who work for them or on their behalf in the performance of the agreement between the parties.
2. The above does not apply if a statutory obligation or court decision forces a party or the parties to disclose information, in which case the parties will inform each other before fulfilling the obligation to disclose.
3. Secrecy does not cease to exist upon the termination of the agreement.

17. Data protection

1. If Cuccibu and the client process personal data in connection with the performance of the assignment, the parties will treat this personal data with care, confidentially and in accordance with the relevant laws and regulations.
2. The client only provides personal data to Cuccibu if it is entitled to do so under the applicable laws and regulations, and if the relevant statutory obligations have been fulfilled. If Cuccibu provides personal data to the client, this means that the client has independent responsibility to ensure the further processing thereof, unless otherwise agreed in writing.
3. If the parties qualify as jointly responsible in the context of the assignment or if Cuccibu qualifies as a processor within the meaning of the GDPR in the performance of the assignment, the parties will make more detailed arrangements in that respect.
4. The client indemnifies Cuccibu against all third-party claims that may be instituted against Cuccibu under the General Data Protection Regulation in connection with a breach by the client of its obligations.

18. Concluding provisions

1. Cuccibu reserves the right to amend or supplement these terms and conditions at any time.
2. Any amendments also apply with respect to agreements already entered into with due observance of a period of thirty days after the amendment has been communicated on Cuccibu's website or via e-mail. Amendments of minor importance may be implemented at all times. If the client does not want to accept an amendment to these terms and conditions, it may terminate the agreement up to the date on which the new terms and conditions take effect.
3. The legal relationship between the parties is governed by Dutch law.
4. Disputes that may arise between Cuccibu and the client as a result of an offer made by Cuccibu, an agreement that Cuccibu has concluded with the client or as a result of further agreements resulting from this agreement will be settled by the competent Dutch court in the district of Oost-Brabant, unless otherwise agreed.
5. These general terms and conditions came into effect on 23/05/2023.



In a world that is increasingly digitising, Cuccibu ensures that the unlimited possibilities of this world are utilised in a responsible and safe way. Cuccibu helps organisations with issues in the area of information security, privacy, cyber security and QHSE. Our professionals in these areas have the background and experience to help any organisation, big or small, with creative and clear solutions!