

Terms and Conditions Anvero Consulting

These Terms and Conditions have been drafted in both Dutch and English. In the event of discrepancies between the two versions, the Dutch version shall prevail.

Article 1 – Definitions

1. **Anvero Consulting:** Anvero Consulting, established in Amsterdam, registered with the Chamber of Commerce under number 60931981.
2. **Client:** Any natural or legal person acting in the course of a business or profession who engages Anvero Consulting to perform services.
3. **Agreement:** The agreement for services between Anvero Consulting and the Client, including any proposal or order confirmation.

Article 2 – Applicability

1. These terms and conditions apply to all proposals, offers, services, and agreements of Anvero Consulting.
2. These general terms and conditions apply exclusively to agreements with business clients. Application to consumer agreements is excluded.
3. Deviations from these general terms and conditions are only valid if agreed in writing.
4. The applicability of any general terms and conditions of the Client is expressly excluded.

Article 3 – Formation of the agreement

1. Proposals issued by Anvero Consulting are non-binding and valid for 30 days, unless stated otherwise in writing.
2. The agreement is formed exclusively by written acceptance of the proposal or order confirmation by the Client, including acceptance by email.

Article 4 – Performance of services

1. Anvero Consulting shall perform the services to the best of its knowledge and ability and in accordance with professional standards.
2. The services are provided on a best-efforts basis (*inspanningsverplichting*), unless expressly agreed otherwise in writing.
3. The nature, scope, duration, and manner of performance of the services shall be set out in the agreement or order confirmation.
4. Anvero Consulting is entitled to engage third parties for the performance of the services.
5. Anvero Consulting is free to perform services for other clients as well.
6. When performing the agreed services, Anvero Consulting acts entirely independently and performs the agreed services at its own discretion and without supervision or direction from the Client. The Client may, however, give directions and instructions regarding the result of the assignment.
7. The Client shall ensure that all information, data, and cooperation reasonably necessary for the execution of the work are provided in a timely and complete manner. The Client warrants the accuracy, completeness, and reliability of this information. Anvero Consulting is not liable for damages resulting from incorrect or incomplete information or the failure of the Client to provide the necessary cooperation.
8. The advice provided by Anvero Consulting concerns strategic and organizational interpretations of sustainability standards and non-financial reporting and is exclusively advisory in nature. These activities expressly do not qualify as legal, financial, tax, or investment advice, nor as asset management in any form whatsoever. The Client remains at all times personally responsible for the final legal assurance and verification of compliance with laws and regulations.
9. Anvero Consulting provides no guarantee that the services or reports delivered by it will lead to obtaining specific certifications, ratings, or approval by supervisory authorities.

Article 5 – Fees, costs and payment

1. All fees are in euros and exclusive of VAT, unless agreed otherwise in writing.
2. Services are performed based on an agreed hourly rate, daily rate, project price, or other pricing arrangement, as specified in the agreement or order confirmation.
3. Travel time and travel and accommodation expenses incurred for the performance of the services will be charged separately, unless agreed otherwise in writing.
4. Invoices must be paid within 14 days of the invoice date, unless agreed otherwise in writing.
5. If the Client fails to pay on time, they are in default by operation of law, and Anvero Consulting is entitled to charge statutory commercial interest and extrajudicial collection costs.
6. Anvero Consulting is entitled to suspend its services if the Client fails to meet its payment obligations.

Article 6 – Liability

1. Anvero Consulting is exclusively liable for direct damages resulting from an attributable failure in the performance of the agreement.
2. The liability of Anvero Consulting is at all times limited to the amount paid out in the specific case by the professional liability insurer, increased by the amount of the deductible (*eigen risico*).
3. If no payout is made, liability is limited to a maximum of the amount of the fee stipulated for the relevant assignment (excluding VAT). For assignments with a duration longer than six months, this limitation is capped at the fee charged in the six months prior to the event causing the damage.
4. Anvero Consulting is not liable for indirect damages or consequential damages, including but not limited to lost profits, missed savings, reputational damage, and administrative fines imposed by supervisory authorities.

Article 7 – Intellectual property

1. All intellectual property rights regarding works developed and recorded by Anvero Consulting, including but not limited to models, analyses, reports, presentations, frameworks, and templates, remain with Anvero Consulting, unless agreed otherwise in writing.
2. General knowledge, experience, insights, and methods that Anvero Consulting uses or develops in the performance of the services remain freely available to Anvero Consulting.
3. The Client obtains a non-exclusive right to use the results of the services, solely for its own use within its own organization. To the extent results are specifically developed for the Client, the Client obtains the right to also use these externally within the scope of its normal business operations, without transfer of intellectual property rights.

Article 8 – Confidentiality

1. Parties are obliged to maintain secrecy regarding all confidential information they obtain from each other in the context of the agreement.
2. Information is considered confidential if it is designated as such or if this follows from the nature of the information.
3. This confidentiality obligation remains in full force even after termination of the agreement, as long as the relevant information has not become generally known without this being attributable to Anvero Consulting.

Article 9 – Duration and termination

1. The agreement is entered into for the duration as specified in the proposal or order confirmation. If no duration has been agreed, the agreement applies for the duration of the project.
2. Parties may terminate the agreement at any time in writing.
3. In the event of termination by the Client, the Client is obliged to pay: a) The fees for the work already performed; b) The costs incurred and costs resulting from the cancellation of engaged third parties; c) A fixed compensation for loss of capacity utilization amounting to 50% of the fees for the remaining (planned) duration of the assignment.
4. The compensation mentioned in paragraph 3(c) is not due if the termination is the result of a serious attributable failure (breach of contract) by Anvero Consulting.
5. In the event of termination by Anvero Consulting, it will reasonably cooperate in a transfer of the work, provided that the Client has met all its (payment) obligations.

Article 10 – Force majeure

1. Anvero Consulting is not obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure.
2. Force majeure includes, among other things, failures in networks, electricity or software, illness, government measures, and other circumstances beyond the control of Anvero Consulting.
3. If the force majeure situation continues for longer than 30 days, both parties are entitled to terminate the agreement in writing.

Article 11 – Applicable law and disputes

1. All agreements and these general terms and conditions are governed by Dutch law.
2. Disputes shall be submitted to the competent court in the district where Anvero Consulting is established.

Article 12 – Privacy and personal data

1. Anvero Consulting processes personal data of the Client solely in the context of the execution of the agreement and in accordance with applicable privacy legislation.
2. The personal data processed, the purposes thereof, and the rights of data subjects are set out in the privacy statement of Anvero Consulting.
3. The privacy statement will be sent upon request or provided as an attachment.

Established on 20 January 2026