

Definitions

1. In these general conditions the term "IM Science" means: a private company under the name IMScience B.V., established in Ravenstein Netherlands.
2. In these terms and conditions, the term "buyer" means the natural person, (private) legal persons and partnerships without legal personality for the benefit of whom on the basis of the following general terms and conditions agreements and/or work and/or services are supplied by IM Science.
3. Under the agreements, work and services in the previous paragraph of this article are in any case understood- but not limited- all training, application development, consultancy/coaching and/or advises of IM Science. Unless expressed and agreed in writing with IM Science the support (by phone) and application performance are not covered by the agreements.

Applicability of these conditions

1. These general conditions apply to all offers and agreements of or with IM Science and all related actions, both of preparatory as executive nature. Deviations from and additions to these general terms and conditions are valid only if expressly agreed upon in writing this.
2. For activities for which, by their nature and extent no quote or contract is sent, the invoice is deemed as order confirmation, which also considered the agreement to display correctly and fully.

Quote/Contract

1. All quotes and price indications by or because of IM Science are without engagement, both in terms of price, done as regards content delivery time and expire after 30 days.
2. An agreement is established at the time that the agreement by the buyer for quote or contract signed and/or issued by IM Science is confirmed, received and/or accepted.
3. Applicability of any purchase or other terms and conditions of buyer is expressly excluded.
4. Additions to and amendments of the agreement can only take place with mutual consent.
5. A composite quote requires IM Science not to carry out a portion of the order against a corresponding part of the specified price.
6. Quotes do not apply automatically for future agreements or contracts.

Price and payment

1. All prices are excluding sales tax (VAT), sales tax, withholding tax, levies and fees and/or similar taxes which are imposed by the Government, which will be paid by the Buyer for the account and at the rate and in the manner of applicable law at that time.
2. Submit invoices need to be transferred no longer than 14 days (unless not agreed differently) after invoice date including VAT (if applicable) and to be designated to IM Science bank or giro account (stated on the invoice).
3. The buyer should make known by writing to IM Science within 14 days, if there are any objections against the invoice sent to the buyer from IM Science.
4. Prices apply for the work or services offered or agreed. If the buyer, at his request wants more or other work or services to be provided, these activities are reimbursed by the buyer in accordance with the then-current rates of IM Science.
5. When a fixed price is agreed with the buyer then this fixed price only relates to the activities listed in the agreement and services of IM Science. Any work and services which supplement or amend upon commissioned by the Buyer to IM Science will be delivered to the buyer on the basis of actual moment and then be charged.
6. IM Science is entitled to on top of the agreed price to charge waiting times, if not at the appointed time the work of IM Science can be performed as a result of causes attributable to the buyer.
7. If a "target price" is in the quote, then this indicated or specific amount is only an obligation-free estimation of the costs.

Information and cooperation obligation of the Buyer

1. The buyer ensures that all information needs to be shared with IM Science to perform reasonably and adequate to finally fulfill the given desired Assignment. The buyer is obliged by IM Science and towards IM Science to provide all necessary cooperation on the execution of the contract or assignment.
2. IM Science has the right to suspend the execution of the order until the moment the buyer obligations referred to in the previous paragraph will have met.
3. The buyer is obliged to reimburse the damage that IM Science suffers by these delays.
4. The Buyer is responsible for the correctness of the content of the texts supplied by him or other material made available.

Confidential information

1. Parties, subject to legal obligations to disclose certain data, required to maintain the confidentiality of the information received from the other party and the results of a confidential nature obtained from the processing thereof.
2. The parties will take all precautions reasonably.

Implementation

1. The service will be carried out with care by IM Science, where appropriate and in accordance with the written agreements and procedures with the buyer.
2. IM Science consults the way in which the assignment should be carried out according. IM Science has the duty to inform the buyer on request in advance how the implementation form is given, unless this is contrary to the nature of the assignment.

Acceptance and delivery

1. The delivery times specified by IM Science are to be adopted in consultation. Adaptation of a specified delivery time brings IM Science not in default. Adaptation will at all times be consulted beforehand with the buyer.
2. The service shall be deemed to have been accepted after the agreed about the service term in the quote.

Duration and termination

1. Assignments can be entered for a certain time.
2. Contracts for certain time incurred by the expiry of the agreed period end, or after execution of the agreed work.
3. IM Science has the right to terminate with immediate effect the agreement without notice of default or judicial intervention if the buyer has been declared bankrupt, suspension of payment has requested or obtained or otherwise has lost the free management over his assets. buyer has no right to any damages in that case.

Collateralization

1. IM Science is still entitled, before to start the assignment or to continue doing so and to deliver or deliver by going before with sufficient certainty, to desire for the fulfillment of payment obligations of the buyer.
2. If the required security not, or on displeasured way, it is shown or the legal form of the buyer is changed, then IM Science has the right to terminate the agreement without judicial intervention in whole or in part of the assignment and to take back already delivered and not yet processed, without prejudice to the rights accruing to IM Science then on payment of what is due upon termination of the agreement due to costs incurred at work and made deliveries.

Liability

1. As far as IM Science at its activities depends on the cooperation, services and deliveries of third parties, IM Science can in no way be held liable for any damages whatsoever arising out of these relationships with IM Science or disconnecting them regardless of whether this damage occurs or becomes visible during the relationship with IM Science, except the case in which there is intent or gross negligence of IM Science.
2. If the liability of IM Science should be adopted for damages of the buyer already, then its liability will be limited to reimbursement of damage up to the amount of the replacement for that agreement stipulated price (excl. VAT). Any liability of IM Science for any other form of damage is excluded, including additional compensation in any form whatsoever, to compensation for indirect damage, consequential damage or damage due to loss of turnover or profit.
3. In no event shall IM Science be liable for indirect damage.
4. IM Science cannot be held liable in respect of third party provided specifications, accepted by the buyer.
5. IM Science has the right at all times, if and to the extent possible, to undo the damage of the buyer.

Force majeure (not attributable shortcoming)

1. In addition to all that is in the law and jurisprudence under non-attributable shortcomings shall mean also supply non-attributable shortcoming of IM Science on the following conditions: The lack of employability of Executive concerned persons, e.g. due to illness, disability, personal indispensability.
2. Once a circumstance mentioned under paragraph 1 arises, IM Science will communicate this to the buyer.
3. If the non-attributable shortcoming lasts no longer than two months, it retains IM Science reserves the right for the implementation of the agreement to suspend so long, until the circumstances which lead to the non-attributable shortcoming can no longer occur. If the non-attributable shortcoming longer than two months, both parties are entitled to terminate the agreement without regard to any interim notice. IM Science reserves the right to demand payment of performance then that in the implementation of the relevant agreement are carried out, before the non-attributable shortcoming has proved of the circumstances.

Default (ascribable shortcoming) of the buyer

1. If the buyer is not, not timely, not rightly, or only partially to his payment obligation or has met any other provision of the agreement, on his business gets requests suspension of payment, sequestration, or if his bankruptcy is requested, he is deemed to be legally in default and the total amount due to IM Science without summation or proof, regardless of previously created appointments regarding the payment period, the payment is immediately and directly payable.
2. The amount referred to in the first paragraph of this article is in the case of a trade agreement plus the legal interest determined. Outside of these cases a delay interest of the buyer is 2% per month or part of it counted from the date of invoice, due to counting up to the time of overall satisfaction.
3. In the cases referred to in paragraph 1, IM Science has also the right to suspend the implementation of ongoing agreements, or any contract with the buyer, in whole or in part. At the choice of IM Science to discontinue without judicial intervention, so far as this one or the other by ascribable or shortcoming is justified by the circumstances.
4. When IM Science is forced to collect a unpaid invoice to give out of hands to third parties (lawyer, bailiff, collection agency, etc.), IM Science is entitled to calculate a fee to the buyer because of the costs incurred by IM Science of at least 15% of the gross invoice value (with a minimum of € 250,- Euro).

Settlement of disputes and applicable law

1. If Court ruling one or more articles of these conditions will be declared invalid, the other provisions of these terms and conditions shall remain in full force and IM Science and the buyer will consult to new provisions to replace the void or destroyed provisions corresponded, as far as possible the purpose and scope of the void, or destroyed provisions are need to be observed.
2. On all offers made and contracts concluded under these conditions is at exclusion then the Dutch or local law is applicable.

Other

By agreeing to the general terms and conditions you automatically agree to our privacy statement. Our privacy statement is published on the internet site www.IM-Science.com. If you have any questions to the privacy statement, please feel free to contact us.