General terms and conditions.

tND Retail, for consultancy, interim management and building solutions

VERSION	2.0, 24 October 2026
COMPANY	Boerhout's Dialogue B.V., trading as tND Retail Kloosterweg 24, 1251 WE Laren, the Netherlands, Chamber of Commerce 32080976

1. Definitions.

In these terms and conditions:

a. **tND:** Boerhout's Dialogue B.V., trading as tND Retail, established in Laren, the Netherlands, Chamber of Commerce number 32080976.

b. **Client:** the legal entity or natural person, acting in the course of a profession or business, that enters into or wishes to enter into an agreement with tND.

c. **Agreement:** the arrangements between tND and the client regarding an assignment, including the quotation, the confirmation of the assignment and these terms and conditions.

d. **Services:** everything tND does for the client, such as consultancy, interim management, project management, training, and the design and building of software, integrations, dashboards, scripts and AI solutions.

e. **Deliverables:** what tND creates and delivers specifically for the client, such as reports, designs, software, configurations and documentation.

f. **Proprietary materials:** tND's knowledge, methods, models, frameworks, templates, training materials, tools and reusable software components that were not created specifically for the client.

g. **Third-party services:** products and services of other parties used in the performance of the services, such as SaaS, cloud services, APIs, AI models and open-source software.

h. **In writing:** on paper or by email.

2. Applicability and order of precedence.

2.1 These terms and conditions apply to all quotations, agreements and services of tND. They apply only between professional parties.

2.2 Purchasing or other terms and conditions of the client do not apply, unless tND has accepted them in writing.

2.3 Deviations from these terms and conditions apply only if agreed in writing. In the event of a conflict, the agreement prevails over these terms and conditions.

2.4 Article 7:404 of the Dutch Civil Code (personal performance) and Article 7:407(2) of the Dutch Civil Code (joint and several liability of multiple contractors) do not apply.

3. Formation and term.

3.1 A quotation from tND is valid for 30 days, unless the quotation states otherwise.

3.2 The agreement is formed by signature, by written acceptance of the quotation, or by tND starting the services with the client's consent.

3.3 An agreement applies for the duration of the assignment or, if no duration has been set, for an indefinite period.

4. Performance and independence.

4.1 tND performs the services to the best of its ability and with the care of a good contractor. This is an obligation of effort, unless a result has been expressly agreed.

4.2 tND works as an independent entrepreneur. tND decides how, when and where the services are performed, uses its own resources and also works for other clients. There is no relationship of authority. Arrangements on planning, meetings and availability do not change this.

4.3 After consulting the client, tND may engage an equivalent substitute or third parties. tND remains responsible for the services.

4.4 tND does not indemnify the client against taxes, social security contributions, fines or other consequences if the tax authorities or a court classify the working relationship differently.

4.5 Stated deadlines are target dates and not strict deadlines, unless otherwise agreed in writing. If a deadline is exceeded, the parties will consult each other.

5. Cooperation by the client.

5.1 The client provides in good time everything tND needs: correct and complete information, access to systems and locations, the required licences, and the availability of staff and decision-makers.

5.2 The client is responsible for the accuracy of the information and materials it provides, and for the right to have them used.

5.3 If delays or additional work arise because the client does not cooperate, or does not cooperate in good time or properly, tND may adjust the planning and charge the additional time and costs.

6. Fees, expenses and payment.

6.1 tND charges a rate per hour, per day or per bundle of days, or a fixed price, as stated in the agreement. All amounts are exclusive of VAT.

6.2 The rate applies regardless of when the work is performed. No surcharge applies to work outside office hours or at weekends.

6.3 tND may adjust its rates on 1 January of each year in line with the CBS consumer price index (CPI). Other rate changes apply only to new agreements or after written approval.

6.4 Travel within the Netherlands is included in the rate. Parking costs in the Netherlands are charged at actual cost.

6.5 For travel to and within other countries:

a. travel and accommodation expenses are charged at actual cost;

b. air and train tickets are charged at cost, plus a 5% administration fee;

c. flights of up to 6 hours are booked in economy class and flights of 6 hours or more in business class; train journeys of more than 2 hours in first class;

d. travel time is charged at 50% of the applicable rate.

6.6 tND invoices as stated in the agreement. If nothing has been agreed, tND invoices monthly in arrears. A bundle of days is invoiced in advance.

6.7 The client pays within 14 days of the invoice date, without discount or set-off. The client reports any objection to an invoice in writing, with reasons, within 14 days; the undisputed part is paid on time.

6.8 If the client does not pay on time, it owes the statutory commercial interest without notice of default. In addition, the extrajudicial collection costs in accordance with the statutory scale are payable by the client.

7. Building: acceptance, warranty and third-party services.

7.1 This article applies to software, integrations, dashboards, scripts, AI solutions and other deliverables that tND builds or configures.

7.2 The client tests a delivered deliverable within 10 working days. If the client does not reject the deliverable in writing, with reasons, within that period, or if it puts it into use, the deliverable is deemed accepted. Minor defects that do not prevent use are no reason for rejection.

7.3 tND repairs free of charge defects that are reported within 3 months after acceptance and are attributable to tND. tND does not warrant that a deliverable will operate without errors or interruptions.

7.4 The warranty does not cover new requirements, defects caused by use or modification by the client or third parties, or the consequences of changes in third-party services. Repairs of that kind, and repairs after the warranty period, fall under a maintenance agreement or are invoiced on the basis of time spent.

7.5 The client procures the required third-party services itself, unless otherwise agreed. tND is not responsible for the availability, operation, price changes or terms of third-party services. Open-source components are subject to their own licences; tND chooses components whose licences permit commercial use.

7.6 Maintenance, management and support are not included, unless agreed separately.

8. Use of AI.

8.1 tND may use AI tools in performing the services. Confidential information of the client is only processed in tools with appropriate arrangements on confidentiality and security, in which that information is not used to train AI models. On request, tND provides an overview of the tools used.

8.2 tND reviews the content of AI output that is included in the deliverables. Decisions the client takes on the basis of deliverables remain its own responsibility.

8.3 For AI solutions built by tND, the client is the deployer within the meaning of the EU AI Act. The client ensures human oversight, sufficient AI literacy among users and compliance with the rules during use. tND advises on this on request.

8.4 tND does not warrant that AI-generated output is protected by copyright.

8.5 The client does not use tND's proprietary materials to train or fine-tune AI models, and does not make them available to third parties for that purpose. Use within the client's own AI tools for its own business operations, such as an internal knowledge base, is permitted.

9. Intellectual property.

9.1 The intellectual property rights in the deliverables pass to the client. tND transfers these rights on the condition that the client has paid everything it owes for the deliverables. Where necessary, tND will cooperate in executing a deed of assignment.

9.2 Proprietary materials remain the property of tND, even if incorporated into deliverables. The client receives a non-exclusive and perpetual right to use them, insofar as necessary for the use of the deliverables in its own business operations.

9.3 Third-party services and open-source components are subject to the terms and licences of those third parties.

9.4 tND may continue to use knowledge and experience gained during the assignment, without using the client's confidential information.

10. Confidentiality and data protection.

10.1 The parties keep each other's confidential information secret, during the agreement and for 2 years thereafter. This does not apply to information that is already public or that a party is required to disclose by law or court order.

10.2 tND may use anonymised data for statistics and benchmarking, provided it cannot be traced back to the client.

10.3 If tND processes personal data on behalf of the client in performing the services, the client is the controller and tND the processor within the meaning of the GDPR. The client warrants that it has a lawful basis for the processing and provides the personal data lawfully.

10.4 The parties enter into a data processing agreement. Until they have done so, clauses 10.3 to 10.8 constitute the arrangements referred to in Article 28 GDPR. tND then processes the personal data only for the assignment and in accordance with the client's instructions.

10.5 tND takes appropriate technical and organisational security measures, imposes confidentiality on everyone who processes personal data on its behalf, and reports a personal data breach to the client without undue delay.

10.6 tND may engage third-party services, such as cloud and AI tools, as sub-processors, provided they offer comparable safeguards. tND informs the client in advance of any new sub-processor; the client may object to it with reasons. Personal data is only processed outside the European Economic Area if there is an appropriate legal basis for doing so, such as an adequacy decision or standard contractual clauses.

10.7 tND provides the client with reasonable assistance with requests from data subjects, with a data protection impact assessment (DPIA) and with demonstrating compliance. The time this takes is invoiced.

10.8 After the assignment ends, tND deletes or returns the personal data, at the client's choice, unless tND is required by law to retain it.

10.9 tND uses access to the client's systems only for the assignment and follows the client's reasonable security instructions.

10.10 tND may mention the client as a reference, unless the client objects.

11. Non-solicitation.

11.1 During the assignment and for 12 months after it ends, the client will not employ, or engage directly or through another party, any employees, subcontractors or partners deployed by tND for the assignment, without tND's written consent.

11.2 If the client does so nevertheless, it pays tND a fee equal to 3 months of the fees tND charged for that person's work, calculated on the average of the last 3 months of that work.

11.3 This article does not apply to persons the client recruits itself, even if tND advises on the recruitment.

12. Liability.

12.1 tND is only liable for direct damage resulting from an attributable failure. The client must first give tND notice of default in writing and allow a reasonable period for remedy.

12.2 Liability is limited to the amount paid out by tND's professional liability insurance in the case concerned, up to a maximum of the fees the client paid for the assignment in the 12 months before the event causing the damage.

12.3 tND is not liable for indirect damage, such as consequential loss, loss of profit, lost savings, loss of or damage to data, and reputational damage.

12.4 The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of tND.

12.5 A claim for damages lapses if the client has not submitted it to tND in writing within 12 months of discovering the damage.

12.6 The client indemnifies tND against third-party claims arising from information or materials provided by the client, or from the client's use of the deliverables in breach of the agreement or the law.

13. Force majeure.

13.1 Neither party is required to perform an obligation in the event of force majeure. This includes illness, outages of third-party services and cyber incidents beyond tND's control.

13.2 If the force majeure lasts longer than 60 days, either party may terminate the agreement in writing. Work already performed is paid for proportionately.

14. Termination and suspension.

14.1 Either party may terminate the agreement in writing with a notice period of 1 month, unless the agreement provides otherwise.

14.2 Either party may dissolve the agreement if the other party remains in default after written notice of default with a reasonable period for remedy, and with immediate effect in the event of bankruptcy, suspension of payments or liquidation of the other party.

14.3 On termination, the client pays for the work performed and expenses incurred up to that date. After payment, tND transfers the deliverables as set out in article 9.

14.4 tND may suspend the services for as long as the client has not paid an invoice that is due.

15. Complaints.

15.1 The client reports complaints about the services in writing within 14 days of discovering the defect. tND responds within 14 days and works with the client to find a solution.

15.2 A complaint does not suspend the obligation to pay, except for the part of the invoice to which the complaint demonstrably relates.

16. Final provisions.

16.1 tND may amend these terms and conditions. A new version applies to new agreements, and to existing agreements 30 days after tND has given written notice of it, unless the client objects within that period.

16.2 If a provision is void or voidable, the other provisions remain in force. The parties will replace that provision with a valid provision that comes as close as possible to its purpose.

16.3 These terms and conditions are available in Dutch and English. In the event of any discrepancy, the Dutch text prevails.

16.4 The agreement is governed by Dutch law. Disputes are submitted to the competent court in the district in which tND is established.