

Terms & Conditions - B2B

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Imaan Operations · Koperwerf 31, 2544 EM The Hague, Netherlands · CoC 42181964 · VAT ID NL005564469B79

1. Business identity, application and order of precedence

Imaan Operations is a Dutch sole proprietorship registered at Koperwerf 31, 2544 EM The Hague, Netherlands, Chamber of Commerce number 42181964, VAT ID NL005564469B79 ("Imaan Operations"). These terms are intended exclusively for clients acting in the course of a business or profession (B2B).

They apply where Imaan Operations declares them applicable and makes them accessible in a durable form before or when the contract is concluded. The client's general purchasing terms are expressly rejected unless specifically accepted in writing by Imaan Operations. Where terms conflict, Dutch Civil Code article 6:225(3) remains decisive; a standard rejection sentence alone does not resolve every conflict.

Where legally permitted, express deviations in a signed statement of work prevail, followed by any data processing agreement for matters governed by GDPR article 28, these terms and any other attachments. Mandatory law prevails.

2. Quotations, engagement, changes and additional work

An enquiry, intake or discussion does not oblige either party to enter into an engagement. An engagement starts when the parties confirm it in writing, including by email or electronically accepted quotation. The statement of work should specify the objective, defined tasks, deliverables, exclusions, client contact, access rights, hourly cap, rate, duration, contact arrangements, systems and authority.

Imaan Operations may request clarification before accepting unclear, incomplete or materially changed work. Additional scope, urgent tasks, special compliance requirements or additional reporting will only be performed after written agreement on tasks, fees and scheduling impact. Silence, attending meetings or receiving extra requests does not constitute agreement to additional work.

Purchase orders, supplier portals and confirmations containing new obligations do not bind Imaan Operations without its express written acceptance.

3. Services, role and excluded activities

Within the agreed scope, services may include administrative project preparation, collecting and organising project information, tracking and following up actions and deadlines, stakeholder coordination, progress reports and identifying practical process improvements. The agreed role may be described as project support, coordination or limited project management support.

Unless separately agreed in writing, services exclude full project leadership or ultimate accountability, engineering or technical approval, quality or safety inspections, directing site personnel as a manager, legal or tax advice, substantive approval of work orders or variations, signing contracts on behalf of the client, budget responsibility and formal acceptance of project results.

Additional duties are only accepted where compatible with demonstrated expertise, capacity and agreed authority. A title or the phrase "project management" does not automatically broaden the actual duties or liability.

4. Client information, instructions and authority

The client supplies accurate and complete source information, necessary access, reasonable cooperation and authorised decisions in good time. Imaan Operations may rely on client-provided information except where errors should reasonably be apparent; such apparent issues will be flagged within the agreed role.

Technical, legal, financial, safety and operational decisions remain with the client and its authorised experts. Imaan Operations does not sign contracts, make binding commitments, direct site operations or safety, or authorise payments on behalf of the client without a prior specific written power of attorney. A coordination assignment does

not itself grant such authority.

Instructions that appear unlawful, unsafe, ambiguous or outside scope may be referred back for clarification without excluding Imaan Operations' own statutory duty of care.

5. Performance, independence and availability

Imaan Operations performs its work with the care expected of a reasonably competent and diligent professional. Obligations are generally obligations of reasonable efforts unless a specific outcome is expressly agreed in writing. There is no guarantee of error-free overall projects, timely responses by third parties or the client's desired commercial result.

Schedules, response times, contact windows and on-site attendance are agreed for each assignment. No 24/7 availability, on-call duty or response-time guarantee applies unless expressly agreed. Dates are non-essential unless expressly agreed as strict deadlines or required by law.

Imaan Operations generally chooses its own working method within the scope. The actual working relationship remains decisive for employment classification.

6. Dependencies, delay and progress risks

Performance may depend on information, approvals and actions of the client, suppliers, contractors, authorities and software providers. Imaan Operations identifies known blockers within the agreed tasks and records relevant follow-up steps.

If essential information, access or decisions are missing, Imaan Operations may temporarily pause the affected work after notice and reasonably adjust the schedule. It is not liable for independently committed third-party errors or delays, except to the extent its own attributable conduct contributes to loss.

For foreseeable unusually significant financial, technical or safety risks, the client must designate an escalation route and authorised decision-maker in writing in advance.

7. Review, notices and opportunity to remedy

Lists, reports, analyses, suggested schedules and drafts support the client and do not replace formal approval by authorised professionals. The client reviews work product within a reasonable period, especially before using it to direct execution or payments.

An alleged failure should be reported with sufficient detail as soon as reasonably practicable after discovery, so it can be investigated. This does not shorten mandatory statutory notice periods or limitation rules.

Where appropriate, Imaan Operations will have a reasonable opportunity to investigate and correct its own attributable failure or re-perform the relevant task without additional fees. Statutory remedies remain available where correction is impossible or inappropriate.

8. AI, automation and digital tools

Imaan Operations may use suitable digital tools and AI for tasks such as structuring, summarising, document drafting, classification, translation, information extraction, draft correspondence, reporting support and workflow analysis. Ordinary tool use does not require separate approval for every action unless law, the statement of work or data-processing arrangements provide otherwise.

AI-assisted work is subject to risk-based human review. AI outputs are not independently used as technical, legal, financial, safety or formal project approval and do not guarantee accuracy. Regulated or specialist assessments require separate qualified verification.

Confidential client information and personal data will not be submitted to external AI services without appropriate contractual, organisational and technical safeguards. Where Imaan Operations acts as a processor, documented instructions, applicable data processing agreements, authorised sub-processors and cross-border transfer rules apply. Tool use does not remove Imaan Operations' duty of care or security obligations.

The client communicates applicable restrictions, data classifications and instructions in advance. Imaan Operations will flag incompatible processing.

9. Confidentiality and access

The parties keep non-public business, project, technical and personal information confidential and use it only for the engagement or a legal duty. Exceptions apply to information lawfully public, demonstrably already known or lawfully obtained from a third party without breach.

Imaan Operations limits access to what is necessary, uses individual accounts and appropriate safeguards where practicable, and does not use client information in marketing or references without permission. The client provides approved access channels and withdraws access after completion.

Where legally permitted, advance notice is given before compulsory disclosure. Confidentiality continues after the engagement for as long as the information remains confidential.

10. Personal data, data processing agreement and incidents

Imaan Operations will generally be the controller for its website, marketing, business correspondence and administration. Where personal data are processed solely under the client's instructions, Imaan Operations may be a processor. The actual activities determine the role. Where GDPR article 28 requires a data processing agreement, it must be entered into before such processing; these terms do not replace it.

As a processor, Imaan Operations acts only on documented lawful instructions, protects confidentiality, applies appropriate technical and organisational safeguards and engages sub-processors only with the required prior specific or general written authorisation. It informs the client without undue delay after becoming aware of a relevant personal data breach and assists as required by law and the data processing agreement.

Applicable GDPR rules apply to personal data transfers outside the EEA. Contractual liability limitations do not restrict statutory rights of data subjects or supervisory authorities.

11. Records, archiving, closing actions and deletion

Imaan Operations may identify duplicate, outdated or unnecessary actions or records and suggest closure, archiving or deletion. Such a recommendation is not confirmation that a document may lawfully be destroyed.

Permanent deletion, destruction, modification of source files or formal closure of records is performed only if separately within scope, under a traceable written instruction from an authorised client representative and, where relevant, after checking retention duties, ongoing disputes and recovery options. Imaan Operations may refer back or decline an apparently unlawful instruction.

At termination, the parties arrange orderly handover and data retention, return or deletion, taking account of any processing agreement and their own statutory duties.

12. Rates, time recording, invoices and payment

Rates and fixed fees are specified in the statement of work and exclude VAT unless stated otherwise. Hourly work is billed for actual time reasonably attributable to the engagement and agreed time caps are respected. Third-party costs, travel and purchased tools are charged only where agreed in writing beforehand.

Invoices are payable within 14 calendar days of the invoice date unless the parties agree another lawful term in writing. A dispute over part of an invoice does not suspend payment of the undisputed part. Statutory commercial interest and reasonable collection costs apply to late payment when the legal conditions are met.

After a written reminder and a reasonable opportunity to pay, Imaan Operations may suspend work where permitted by law. Any prepayment or periodic invoicing arrangement must be separately agreed in writing.

13. Suspension, termination, cancellation and handover

If essential cooperation, access or authority is absent, a safety issue arises, or work is requested outside scope, Imaan Operations may pause the affected work after giving reasons. The parties will reasonably mitigate scheduling consequences.

Open-ended ongoing engagements may be terminated by either party with 30 calendar days' written notice where permitted by law and the individual agreement. For fixed-term or deliverable-based engagements, statutory termination rules and the individually agreed arrangements apply. Earned fees and authorised costs remain payable; where applicable Dutch Civil Code article 7:411 governs the reasonable fee upon early ending of fixed-price work.

Compensation for cancelled reserved capacity applies only where the reservation, amount, cancellation window and reasonable calculation method were separately agreed in writing in advance, taking savings and reasonable replacement work into account. Where reasonably possible, a concise status and handover are provided on termination at the agreed rate.

14. Liability and limitation of loss

Imaan Operations is liable only for loss directly resulting from its attributable contractual breach or unlawful act connected with the agreed duties, insofar as the law permits and the client establishes the required causal connection and loss. The client remains responsible for its own decisions, approvals, inputs and independent performance by third parties; Imaan Operations' own attributable conduct is assessed separately.

To the extent allowed by law, liability for direct financial loss per event and in aggregate per engagement is limited to the fees excluding VAT paid or payable for that engagement during the twelve months preceding the event, subject to a floor of EUR 1,000 and an absolute ceiling of EUR 5,000. Related events count as one event. The parties may agree an appropriately different cap in writing in advance for demonstrably higher-risk work.

To the extent permitted by law, liability for indirect loss including lost profits, lost revenue, missed savings, reputational loss and business interruption is excluded. The real nature of the loss rather than merely its label determines classification. The parties take reasonable steps to mitigate losses.

The limits do not apply to intentional misconduct or conscious recklessness of Imaan Operations or insofar as mandatory law or the standards of reasonableness and fairness prevent their application. They do not limit statutory rights of data subjects or regulatory powers under the GDPR.

15. Force majeure and external services

Neither party is obliged to perform while a failure cannot be attributed to it within the meaning of Dutch Civil Code article 6:75. The affected party informs the other as soon as reasonably possible of the situation and impact, takes reasonable steps and resumes when responsible to do so.

Outages of external software, hosting, communication, internet or AI services do not automatically amount to force majeure. Whether they qualify depends on cause, foreseeability, precautions, allocation of risk and the party's own duties. Imaan Operations does not guarantee uninterrupted availability of third-party services but remains responsible for its own diligent choices and security duties.

If force majeure materially prevents performance for over 30 days, the parties may consult on adjustment or ending the engagement and settlement of work already completed, without prejudice to statutory rights.

16. Work product, usage rights and own methods

Upon full payment, the client receives a non-exclusive, perpetual right to use specifically delivered reports, lists, documents and other deliverables for its operations and the relevant project, including necessary sharing with its staff and project partners, subject to third-party rights.

General knowledge, methods, procedures, pre-existing files, generic templates, tools, automation and non-client-specific elements remain with Imaan Operations or the relevant rights holder, even where used in an assignment. The client retains its rights in source material and confidential data.

No assignment of copyright or exclusive licence occurs unless expressly agreed in writing and applicable form requirements are fulfilled. Imaan Operations will not reuse confidential client content for other clients.

17. Governing law, disputes and language

The agreement and these terms are governed by Dutch law, subject to mandatory provisions and applicable rules on international jurisdiction and data protection. The parties will first notify each other in writing of disputes and attempt resolution within a reasonable time without preventing necessary urgent relief.

Where a valid jurisdiction clause is permitted, the competent court within the District Court of The Hague shall have jurisdiction; otherwise the court with jurisdiction by law applies. Cross-border work may require additional arrangements regarding the country of work, taxes, data, safety and contracting.

The Dutch text is the original and prevails in case of differences in interpretation unless the parties expressly agree otherwise in writing for a specific engagement. These terms do not automatically amend existing contracts.