

Terms and Conditions

1. In these Terms and Conditions, the Service Provider is known as: Result ADR B.V. and its possible legal successors and/or legal beneficiaries (hereinafter referred to as “Result ADR”) as well as its directors and employees, as well as every legal entity or real person who has or shall, as a result of Result ADR’s efforts or within the scope of the servicing by Result ADR, has been chartered for the execution of the aforementioned servicing in cooperation or in agreement with Result ADR.
2. These Terms and Conditions are applicable to all services provided by the Service Provider to a party which uses its services and is legally bound to Result ADR (hereinafter to be referred to as “the Client”), by virtue of an assignment or otherwise and independent or otherwise assigned provided to Result ADR by the Client or third parties. The Terms and Conditions also apply to others than the Client in case they enter into a legal relationship due to or in relation with the service provision.
3. These Terms and Conditions have also been drafted with respect to all third parties involved or invoked during the execution of the aforementioned services.
4. The Service Provider can invoke third parties during the service provision. These Terms and Conditions also apply to a third party independently contracted by the Client itself.
5. The Client consents to e-mail communication with the Service Provider and accepts the risks associated with this method of communication.
6. The Client grants authorization to have its information and possible confidential data, as well as the specifics with respect to and pertaining to the project, to be used by the Service Provider and within the Result ADR organization, to the extent that the aforementioned confidential data is reasonably connected to the service provision.
7. Unless stated otherwise, the assignor owes, or in the event that there is no underlying contract outlying the scope of the engagement, the Client (hereinafter referred to as the “Debtor”) shall owe, the Service Provider a predetermined fee, or in the event that a fee has not been predetermined, Result ADR will determine the fee based on its rates.
8. In case an assignment is revoked before the completion of the project, the Debtor owes the Service Provider a fee, determined by the Service Provider, for the expenses incurred in relation to the project and the services rendered so far, not taking in account the Service Provider’s contractual rights with respect to the assignment.
9. The aforementioned fee has to be paid to Result ADR or to a party designated by Result ADR.
10. The Service Provider has the right to demand that the Debtor deposits an advancement of the fee prior to the start or for the continuation of the project. The Service Provider has the right to send invoices with respect to its fee at any time during the project.
11. The Debtor is required to fulfill the expenses bills and advance fees within 30 days after the invoice date. If the payments are not fulfilled with the aforementioned period, the legal rate of interest applies for the total amount invoiced. In case of untimely payments, and if the Service Provider calls upon a collection agency, the Debtor will owe a 15% surcharge on top of the amount due including the accumulated interest, with a minimum of EUR 150.

12. Any of the Service Provider's liability, resulting from or in connection with the service provision, is limited to the amount of the fee received or to be received with respect to that project. Clearance will not be permitted.
13. The Service Provider will in no case be liable for either indirect damages and/or consequential losses.
14. Whilst all the care has been taken to translate these Terms and Conditions, you acknowledge and agree that the original Dutch language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.
15. If one or more of the conditions stipulated in these Terms and Conditions is found to be partially void and voidable, the other conditions will still be applicable. In such case, Result ADR and the Client endeavor, by means of mutual agreement, to draft one or more new conditions which strive to the best of their ability to capture the conditions based on the spirit of the void/voidable conditions, such that the outcome will bear the same result as under the previous conditions. In the event that the mutual agreement procedure with respect to the new conditions is not concluded successfully, both parties shall appoint an advisor who shall draft binding conditions which adhere to the aforementioned spirit.