

General conditions



**inview
veldwerk**

**inview
veldwerk**



Article 1 General

- 1.1 Inview Veldwerk BV., established in Amersfoort, the Netherlands, are hereinafter referred to as: Inview Veldwerk BV.
- 1.2 The contracted party of Inview Veldwerk BV, are hereinafter referred to as "the Client".
- 1.3 In connection with these General Terms and Conditions Inview Veldwerk BV shall only act as contractor.
- 1.4 If one or more provisions of these General Terms and Conditions at any time wholly or partially should be void or destroyed, it also remains, that these terms and conditions fully applicable. User and the Client will then set new rules for the replacement of the invalid or unenforceable provisions to be mutually agreed, with the intent of the original provisions to be kept.
- 1.5 If uncertainty exists as to the interpretation of one or more provisions of these terms, then the explanation should take place "in spirit" of these provisions.
- 1.6 Should a situation arise between parties who are not included in these General Terms and Conditions, then this situation must be assessed against "the spirit" of these General Terms and Conditions.

Article 2 Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all quotations and works carried out by Inview Veldwerk BV.
- 2.2 Of the applicability of these General Terms and Conditions, or at least a proportion hereof, except by written agreement between the Client and Inview Veldwerk BV., can be waived.
- 2.3 Should any conflict arise between the General Terms and Conditions used by the Client and these General Terms And conditions, the General Terms and Conditions of Inview Veldwerk BV will prevail.

Article 3 Proposal / Quotations

- 3.1 A research proposal by Inview Veldwerk BV will always be submitted to the Client in writing, or by email. A research proposal is also a quotation.
- 3.2 All quotations are binding unless stated otherwise.
- 3.3 The offer consists of a literal quotation of the project application of the Client, including the amounts offered and any comments or assumptions from Inview Veldwerk BV., that are deemed necessary.
- 3.4 All quotations are valid for 1 month, starting from the date appearing on the quotation. If during this month changes are to be made to the project, the quotation may become invalid and lead to a new quotation being issued.
- 3.5 Assumptions of the client at the start of or during the project prove to be incorrectly, the quotation becomes invalid. A new quotation will be presented. Additional cost implications will be communicated to the Client. Already incurred costs will be calculated and billed if the quotation will not lead to an assignment.
- 3.6 If certain assumptions in the quotation are missing, the quotation provided by Inview Veldwerk BV. will be an indication that will be finalized upon receipt of the missing data. The quotation provided by Inview Veldwerk BV is indicative of nature and not binding. Inview Veldwerk BV. shall include the assumptions on which the amounts quoted are based. The Client shall provide the missing data prior to the start of the project. If necessary, Inview Veldwerk will provide the final quotation.

Article 4 Agreements

- 4.1 All agreements for the execution of the projects by Inview Veldwerk BV. have to be confirmed in writing by the Client i.e. by email to Inview Veldwerk BV.
- 4.2 No changes can be made to a quotation once this has been lead to a confirmed assignment. Any changes made by the Client after the acceptance of the quotation, subject to approval by Inview Veldwerk BV., will subsequently be followed by an additional quotation which requires to be confirmed in writing by the Client.
- 4.3 Changes to an agreement will only be enforced unless agreed upon in writing between the Client and Inview Veldwerk BV.
- 4.4 If changes lead to an increase or decrease of the original quoted amount, should that increase (s) or reduction (s) be agreed in writing between the Client and Inview Veldwerk BV.
- 4.5 By demonstrable reasons within the responsibility of Inview Veldwerk BV. lie higher than those quoted, then Inview Veldwerk BV. shall not charge the excess to the Client. When not achieving the number previously agreed to yield net interviews by Inview Veldwerk BV., are only interviews actually achieved charged. This does not include

the guidance hours provided by Inview Veldwerk BV. These will be fully charged be it if the reason for not achieving the previously agreed number to yield net calls is not within the responsibility of Inview Veldwerk BV. If the reason lies within Inview Veldwerk BV.'s responsibility the hours spent on counseling shall be related to the number of completed net interviews.

- 4.6 If the excess of identifiable reasons lie within the responsibility of the Client, higher than quoted then the additional costs will be charged to the Client. This will be the case with misstated penetrations, harder to reach audiences, unexpectedly high forms of nonresponse, etc. The client shall be informed during the project and receive a reasonable statement of the additional costs, including time frame. After approval Inview Veldwerk BV. will take the necessary measures. If by means of a site survey the influence of the weather will delay the fieldwork carried out by Inview Veldwerk BV., shall this not be a reason for Inview Veldwerk BV. to increase the price quoted for the fieldwork.

Article 5 Content of the Agreement

- 5.1 Inview Veldwerk BV. undertakes the fieldwork according to the specified conditions as stated in the quotation.
- 5.2 In the quotation issued by Inview Veldwerk BV. includes the testing of the questionnaire and conducting a pilot interview. The quotation issued by inview Veldwerk BV. for nationwide field research shall include the calling of at least 10% of surveyed respondents. Unless otherwise specified Inview Veldwerk BV. will ensure the composition of the callsheets. In the event of irregularities will Inview Veldwerk BV. take appropriate measures with regards to the interviewer and if possible, carry out the interviews again. If that is not possible we will not charge for the questionnaire.
- 5.3 The quotation provided by Inview Veldwerk BV. includes the visual check of all returned Pen and Paper questionnaires. Questionnaires that do not meet the quality checks set by Inview Veldwerk BV., Inview Veldwerk BV will take appropriate measures with regards to the interviewer and if possible, carry out the interviews again. If that is not possible we will not charge for the questionnaire (s).
- 5.4 The quotation provided by inview Veldwerk BV. is standard multiplying of the research material not included. Postage of display and / or testing materials and telephone calls made are not included. These costs will be netted at the project unless otherwise agreed in writing between the Client and Inview Veldwerk BV.
- 5.5 The delivery of research materials by the Client should be as stated on the project document be no less than 5 working days by nationwide field research and 3 working days for fieldwork carried out on location. In the event that materials are delivered late, Inview Veldwerk BV. cannot guarantee that this would not have implications

- on the realization of the schedule. The schedule can be moved by as many days as the delivery has been late, however this could be conflicting with other projects carried out by Inview Veldwerk BV. which will result in a new schedule being made.
- 5.6 Display Materials and / or products which are used by Inview Veldwerk BV. during the fieldwork remain the property of the Client at all times. Inview Veldwerk BV. will make every effort to protect the materials provided. After termination of the contract, the materials and / or products will be returned or destroyed with consent of the Client.
 - 5.7 The fieldwork is completed with a project report. It is, if applicable, that a response accountability will be presented. Unless otherwise agreed the project report will be presented within 5 working days after completion of the fieldwork. A report of the inspections is included in the project report. This project report can also be discussed between the Client and Inview Veldwerk BV. by telephone should this be required.
 - 5.8 Inview Veldwerk BV. works in accordance with the latest ESOMAR Guidelines for the Harmonization and Standardization of Fieldwork and Marktonderzoekassociatie.nl quality demands for quantitative market research.

Article 6 Payment

- 6.1 Of the agreed fees and / or expenses to be incurred shall, in consultation with the Client, 75% charged at the start of the fieldwork, the remainder is invoiced after completion of the contract.
- 6.2 For change (s) under 4.3. and 4.4. Billing will occur again according 5.1., bearing in mind what is already invoiced.
- 6.3 Unless otherwise agreed and confirmed in writing by Inview Veldwerk BV. payment by the Client shall take place within 30 days of the invoice.
- 6.4 Invoices sent to the client are deemed to be received and under no protest to preserve, by the client within 14 days of receiving Project report, in writing, by telephone, fax or email, has filed a complaint response to the financial arrangement. The submission of complaints do not suspend the obligation of payment, but may lead to whole or partial refund of the amount paid should the complaint be validated by Inview Veldwerk BV.
- 6.5 Failure to timely pay an invoice without protest the Client is deemed to pay default interest which will be equal to the applicable statutory rate, without any notice or summons deemed preceded and to the right of Inview Veldwerk BV. for further compensation. A partial month will be counted for a whole month.

Article 7 Rates, charges and adjustments

- 7.1 Prices and fees regarding the project will be specified by Inview Veldwerk BV. in the quotation and / or order confirmation.
- 7.2 All prices quoted are excluding V.A.T.

Article 8 Dissolution and suspension of the agreement

- 8.1 Costs arising out of or cancellation of fieldwork, which are initiated by the Client, will be charged to the Client. By a location project, between 6 and 10 working days before the launch is canceled or postponed, 50% of the total contract will be charged. Find out or setting between Should this be canceled or postponed between 1 and 5 working days prior to the start then 75% of the total contract value will be charged. In the event that the project will be canceled or postponed within 1 working day then 100% of the total contract value will be charged.
- 8.2 By nationwide fieldwork projects costs will be charged from the moment the order has been approved and will include the costs to inform the interviewers of the delay and or cancellation. In addition, the counseling hours made will be charged.
- 8.3 By dissolution of the agreement, all claims by Inview Veldwerk BV. on this contract are immediately due. Inview Veldwerk BV. reserves the right to full compensation for the damage caused by the Client.
- 8.4 In the event that the Client cancels a project in whole or in part, then the work performed and the items ordered or prepared, with any optional increases for pick-up and delivery costs and for any reserved labor costs for the project, will be charged to the Client.

Article 9 Liability

- 9.1 The liability of Inview Veldwerk BV. relative to the client is limited to the fulfillment of the obligation to use its best efforts to the agreed upon with the client to perform. The client is not entitled to claim any damages other than in respect of non fulfillment of that commitment.
- 9.2 Regardless what is stated in 9.1 Inview Veldwerk BV. cannot be held liable when:
- a. result, the result of the efforts of Inview Veldwerk BV. established work differs from the result that the client had in mind;
 - b. the alleged liability is due to changed circumstances, at time of the realization of the agreement were not foreseeable;
 - c. by the conclusion of the agreement induced timing and / or scheduled completion date is exceeded and this excess by Inview Veldwerk BV. is not as serious misconduct is attributable, in the order, to be the implementation within the limits of reasonableness so as soon as possible should be without this to the order of the financial obligations resulting prejudice;
 - d. damage to or in connection with materials or tools, which the Client made available to Inview Veldwerk BV., this damage will be charged to the Client and will indemnify Inview Veldwerk BV. and permanent or temporary employees against third party claims, unless the damage is due to intentional or gross negligence of Inview Veldwerk BV. or it's permanent or temporary employees.

Article 10 Force majeure

- 10.1 User is not obliged to fulfill any obligation towards the Client if he were hampered due to a circumstance which is not due to negligence, and by virtue of law, a legal act or in traffic generally accepted practices.
- 10.2 Force majeure is understood in general terms, in addition to what this effect in law and jurisprudence, all outside causes, foreseen or unforeseen, which Inview Veldwerk BV. has no control over, but which Inview Veldwerk BV. is unable to fulfill its obligations. Strikes in the company of Inview Veldwerk BV. or from third parties are to be included in this. Inview Veldwerk BV. also has the right to invoke force majeure if in the event that circumstances prevent (further) obligations of the contract, after Inview VeldwerkBV. should have fulfilled it's obligation.
- 10.3 Inview Veldwerk BV. can during its period of force majeure suspend obligations under the agreement. If this period lasts longer than two months, then each party has the right to dissolve the agreement without obligation to pay compensation to the other party.

- 10.4 in the event that Inview Veldwerk BV. at the time of the occurrence of force majeure has already partially fulfilled or will be able to fulfill obligations under the agreement, and to assign an independent value to those works, Inview Veldwerk BV. is entitled to invoice the already fulfilled works separately. The Client shall pay such invoice as if there were a separate agreement.

Article 11 Applicable law and litigation

- 11.1 All agreements by inview Veldwerk BV shall be governed by and construed in accordance with the laws of the Netherlands.
- 11.2 The Client agrees to compensate Inview Veldwerk BV. for the rise of claims, actions, cause of action, damages and / or other costs (including legal costs) arising from the breach of the above rules.
- 11.3 Any disputes arising in connection with agreements made by Inview Veldwerk BV. shall be subject to the exclusive jurisdiction of the competent courts in Amersfoort, the Netherlands.

Article 12 Reference conditions and changes

- 12.1 These General Conditions are filed with the Chamber of Commerce Gooi, Eem and Flevoland.
- 12.2 Always applies the last registered version or the version valid at time of the creation of the legal relationship with User.
- 12.3 The Dutch text of the terms is always decisive for the explanation thereof.
These Terms and conditions come into force as of 28.01.2009



Inview Veldwerk BV fieldwork organisation for market research
Netherlands Amersfoort Stadsring 140 3811 HS t +31 (0)33 4768976 info@inviewveldwerk.nl
for more information www.inviewfieldwork.com