

## Terms and Conditions of The Works Research Institute

### 1. Definitions

1.1. In these Terms and Conditions, the following definitions apply:

- **Institute:** The Works Research Institute B.V., located at Van Eeghenstraat 126, 1071 GM Amsterdam, The Netherlands.
- **Client:** Any natural or legal person entering into an agreement with the Institute for the provision of services or products.
- **Services:** Scientific research, consultancy, technological development, and other related activities conducted by the Institute.
- **Products:** Any materials, technologies, or methodologies developed or supplied by the Institute.

### 2. Applicability

2.1. These Terms and Conditions apply to all offers, agreements, and deliveries of Services and Products by the Institute to the Client, unless explicitly agreed otherwise in writing.

2.2. The applicability of any general terms and conditions of the Client is expressly excluded.

### 3. Formation of Agreements

3.1. All offers made by the Institute are non-binding and subject to change.

3.2. An agreement is established only after written confirmation by the Institute of the Client's acceptance of the offer.

### 4. Execution of Services

4.1. The Institute shall execute the Services to the best of its ability, in accordance with the standards of good workmanship.

4.2. The Institute has the right to engage third parties in the execution of the Services.

### 5. Obligations of the Client

5.1. The Client shall provide all necessary information and cooperation required for the proper execution of the Services.

5.2. The Client guarantees the accuracy, completeness, and reliability of the information provided to the Institute.

## 6. Confidentiality

6.1. Both parties shall maintain the confidentiality of all information received from the other party that is marked as confidential or can reasonably be considered confidential.

## 7. Intellectual Property

7.1. All intellectual property rights resulting from the execution of the Services, including but not limited to reports, analyses, designs, and methodologies, are owned by the Institute, unless otherwise agreed in writing.

## 8. Fees and Payment

8.1. The Client shall pay the fees as agreed upon in the agreement.

8.2. Payments must be made within 30 days of the invoice date, without any deduction or set-off.

8.3. In case of late payment, the Client is in default without the need for a notice of default, and statutory interest is due.

## 9. Liability

9.1. The Institute's liability for damages arising from or related to the execution of the Services is limited to the amount paid by the Client for the Services from which the liability arises.

9.2. The Institute is not liable for indirect damages, including consequential loss, loss of profit, or damages due to business interruption.

## 10. Termination

10.1. Either party may terminate the agreement in writing with immediate effect if the other party fails to fulfill its obligations under the agreement and such failure is not remedied within a reasonable period after written notice.

## 11. Governing Law and Dispute Resolution

11.1. These Terms and Conditions and all agreements between the Institute and the Client are governed by Dutch law.

11.2. Disputes shall be submitted to the competent court in Amsterdam, The Netherlands.

## 12. Miscellaneous

12.1. Amendments or additions to these Terms and Conditions are only valid if agreed upon in writing by both parties.

12.2. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

For any questions or further information, please contact us at:

The Works Research Institute

Van Eeghenstraat 126

1071 GM Amsterdam

The Netherlands

Email: [welcome@theworks.info](mailto:welcome@theworks.info)

These Terms and Conditions are effective as of March 12, 2025.