

**Article 1: Applicability of these terms and conditions**

1. In these general terms and conditions, the following definitions shall apply:  
"Client": The person participating in a Coretalent Analysis, coaching program or other service provided by Stichting Galileo;  
"Principal": The contractual counterparty of Stichting Galileo.
2. These general terms and conditions apply to all offers and agreements in which services are offered or provided by Stichting Galileo.
3. Any purchasing or other general terms and conditions of the Principal explicitly does not apply.

**Article 2: Offers and conclusion of the agreement**

1. All offers made by Stichting Galileo are without obligation and are valid for 30 days, unless otherwise indicated. Stichting Galileo shall only be bound by an offer if the acceptance thereof is confirmed to Stichting Galileo by the Principal within the specified period of validity without qualification or amendment.
2. The Agreement comes into effect through acceptance of the offer by the Principal. The Principal and Stichting Galileo have also concluded an agreement if Stichting Galileo confirms in writing an agreement made between the Principal and Stichting Galileo and the Principal does not dispute its accuracy in writing within ten working days or - if that period is shorter - before the services commence.

**Article 3: Execution of the agreement**

1. Each agreement gives rise to an effort obligation for Stichting Galileo whereby Stichting Galileo is obliged to perform its obligations to the best of its ability, with due care and skill. Due to the nature of the work, Stichting Galileo cannot guarantee the results of the services it provides.
2. The Coretalents Analysis report holds up a mirror to the Client, which may be confrontational. Should the Client not recognise himself in the picture painted by the Coretalent Analysis, this does not mean that the Coretalent Analysis has been performed incorrectly.
3. The Client must provide the information necessary for the Coretalent Analysis correctly and completely. If the Client provides information incorrectly or incompletely, this will affect the results of the Coretalent Analysis.
4. Stichting Galileo performs the services in accordance with professional standards.

**Article 4: Confidentiality**

1. The content of the Coretalents Analysis, coaching program or other services provided by Stichting Galileo shall be regarded as strictly confidential. Stichting Galileo will not disclose any information about the content and course of these contacts to anyone, including the Principal (if this is not the Client), unless the Client has given his express consent.
2. It is not permitted to make audio or video recordings during sessions and conversations.

**Article 5: Intellectual property**

1. Stichting Galileo is entitled to the intellectual property rights relating to the products it provides or uses, including but not limited to reports, forms, training materials, presentations and other documents and know-how.
2. Without the express written consent of Stichting Galileo the Principal and the Client may not use these products other than for the purpose of the relevant agreement.

**Article 6: Payment**

1. Payment must be made within 14 days of the invoice date. If payment is not made within this period, the Principal will receive a payment reminder.

2. If the Principal fails to pay even after the reminder, Stichting Galileo is entitled to charge a reminder fee of 25 euro.
3. If the Principal fails to pay even after a dunning, Stichting Galileo transfers the collection to a collection agency. The collection costs shall be borne by the Principal. If the Principal has not paid even after 14 days after written demand for payment, Stichting Galileo is entitled to terminate the agreement with immediate effect, without judicial intervention.

**Article 7: Liability**

1. Stichting Galileo shall only be liable to the Principal and Client for damage or loss resulting from an attributable severe default in the performance of the agreement, to the extent Stichting Galileo does not exercise due care and expertise in the performance of the agreement.
2. The consequences of the use of the conducted services and accounts, reports and advice provided by Stichting Galileo depend on circumstances beyond Stichting Galileo's control. Stichting Galileo is not liable for decisions taken by the Client, Principal or third parties on the basis of the services, accounts, reports and advice provided by it.
3. If Stichting Galileo is liable for damages suffered by the Principal or Client, its total liability shall be limited to the fee of the agreement to which the liability relates.
4. Stichting Galileo is not liable for indirect damage and consequential damage suffered by the Principal or Client.
5. Stichting Galileo shall exercise due diligence when engaging the services of third parties (such as consultants, experts or service providers) not employed within its organisation. Stichting Galileo is not liable for failures vis-à-vis the Principal or, as the case may be, for any errors or shortcomings of these third parties. In such a case, the Principal is obliged to hold the engaged third parties liable himself and to recover any damage suffered from these third parties.
6. Stichting Galileo is not liable for damage of any kind suffered by the Client or Principal if Stichting Galileo, in carrying out its assignment, has relied on incorrect or incomplete information provided by the Client or Principal.
7. The expire period for claims is one year.
8. The Principal shall indemnify Stichting Galileo against all claims (such as damages and legal actions) of third parties related to the execution of the agreement between the Principal and Stichting Galileo, except for claims resulting from severe shortcomings of Stichting Galileo.

**Article 8: Cancellation conditions**

1. Cancellation by the Principal or Client of an appointment must be made in writing or by email. If this is done less than 24 hours before the appointment, Stichting Galileo may charge a 25 euro administration fee.
2. For cancellation by the Principal or Client of agreements within 5 working days before the commencement of the services in question, the Principal shall owe 50% and for cancellation within 2 working days before the commencement, the Principal shall owe 100% of the fee of the agreement. Cancellation by Principal or Client must be done in writing or by email.
3. Principal shall owe 100% of the fee of the agreement if cancellation takes place after the services have commenced or the agreed services are not used without cancellation.

**Article 9: Settlement of disputes**

All agreements and legal acts between the Principal and Stichting Galileo are governed by Dutch law. The court in the district of The Hague in The Netherlands has exclusive jurisdiction.