

## GENERAL TERMS AND CONDITIONS IDB Consulting BV

Version 1.0 – June 2026

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### Article 1 – Scope

These General Terms and Conditions apply to all proposals, quotations, consultancy assignments, agreements and services provided by IDB Consulting BV, with registered office in Belgium and registered under VAT number BE 1020.924.208.

Any deviation from these conditions shall only be valid if expressly agreed in writing.

The client's own general terms and conditions shall not apply unless explicitly accepted in writing by IDB Consulting BV.

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### Article 2 – Nature of Services

IDB Consulting BV provides professional consultancy services including, but not limited to:

- Program Management
- Project Management
- IT Transformation
- Change Management & Adoption
- Advisory Services
- Operational Support
- Service Delivery Management
- Transition Management
- Governance & PMO Services

Unless explicitly agreed otherwise, all services are provided under a best-efforts obligation ("obligation de moyens" / "middelenverbintenis") and not under a result obligation.

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### Article 3 – Quotations and Agreements

Quotations remain valid for thirty (30) calendar days unless otherwise specified.

An agreement becomes binding upon:

- written acceptance by the client;
  - issuance of a purchase order;
  - written confirmation by email;
  - or commencement of the services.
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### Article 4 – Fees and Expenses

Services are invoiced based on:

- agreed daily rates;
- agreed hourly rates;
- fixed-price engagements; or
- specific contractual arrangements.

Unless explicitly stated otherwise:

- all fees are exclusive of VAT;
- travel costs, accommodation expenses and other project-related expenses are invoiced separately.

Travel performed by private vehicle may be invoiced at the applicable Belgian fiscal kilometre allowance.

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### Article 5 – Invoicing and Payment

Invoices are payable within thirty (30) calendar days from invoice date unless otherwise agreed.

Complaints regarding invoices must be submitted in writing within eight (8) calendar days following receipt.

Failure to contest an invoice within this period shall constitute acceptance.

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### **Article 6 – Late Payment**

In case of late payment:

- statutory late payment interest shall automatically apply;
- an administrative compensation of 10% of the outstanding amount shall be due, with a minimum of EUR 75.

IDB Consulting BV reserves the right to suspend services until outstanding amounts have been paid.

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### **Article 7 – Client Responsibilities**

The client shall:

- provide all necessary information and documentation;
- ensure timely access to systems, locations and stakeholders;
- designate a contact person authorised to make decisions;
- cooperate in good faith.

Any delay caused by the client may result in adjustment of planning, delivery dates and fees.

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### **Article 8 – Change Requests**

Any modification to scope, deliverables, planning or services may result in:

- revised fees;
- revised timelines;
- additional resource requirements.

Change requests shall be agreed in writing.

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### **Article 9 – Intellectual Property**

Unless otherwise agreed in writing:

- methodologies;
- templates;
- frameworks;
- know-how;
- tools;
- reusable materials;

remain the exclusive property of IDB Consulting BV.

Upon full payment, the client obtains a non-exclusive right to use deliverables created specifically for the engagement.

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### **Article 10 – Confidentiality**

Both parties undertake to keep confidential all non-public information received during the engagement.

This obligation survives termination of the agreement for a period of five (5) years.

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### **Article 11 – Data Protection**

Both parties shall comply with applicable data protection legislation, including the General Data Protection Regulation (GDPR).

Where required, a separate Data Processing Agreement (DPA) may be concluded.

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### **Article 12 – Liability**

The liability of IDB Consulting BV shall be limited to direct damages resulting from proven gross negligence or wilful misconduct.

Under no circumstances shall IDB Consulting BV be liable for:

- indirect damages;
- consequential damages;
- loss of profits;

- loss of business opportunities;
- loss of data;
- reputational damage.

The total liability shall in any event be limited to the amount invoiced for the services giving rise to the claim during the twelve (12) months preceding the event.

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#### **Article 13 – Force Majeure**

IDB Consulting BV shall not be liable for delays or failures resulting from circumstances beyond its reasonable control, including:

- natural disasters;
  - strikes;
  - pandemics;
  - power failures;
  - cyber incidents;
  - governmental restrictions.
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#### **Article 14 – Termination**

Either party may terminate an agreement by written notice subject to the agreed contractual notice period.

In the absence of specific contractual provisions:

- a notice period of thirty (30) calendar days shall apply.

Services performed up to the termination date remain payable.

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#### **Article 15 – Independent Contractor**

IDB Consulting BV acts as an independent contractor.

Nothing in the agreement shall create:

- an employment relationship;
  - a partnership;
  - a joint venture;
  - or any agency relationship.
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#### **Article 16 – Applicable Law and Jurisdiction**

These General Terms and Conditions are governed by Belgian law.

Any dispute shall fall under the exclusive jurisdiction of the competent courts of Limburg, Belgium.

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#### **Article 17 – Severability**

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

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#### **Contact Information**

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