



General Terms and Conditions

– HVFC Group

Versie
16/02/2026

Applicable to:

HVFC Group

- De Kleine Winckel B.V. (KvK 75713764)
 - Han Valk Consultancy B.V. (KvK 75716534)
 - HVFC International B.V. (KvK 75716674)
 - HVFC USA, Inc. (EIN 84-4737319, Delaware, USA)
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1. Definitions

- HVFC: the legal entity within the HVFC Group entering into the agreement.
- Client: the natural or legal person entering into an agreement with HVFC.
- Agreement: any agreement between HVFC and Client regarding services.
- Services: consultancy, interim and project support, trainings and coaching (subject to separate training terms), online products/resources, and recruitment services.

2. Applicability

- These terms apply to all offers, agreements and services of HVFC.
- Deviations apply only if agreed in writing.
- Client's terms are expressly excluded.

3. Formation of agreement

- An agreement is formed upon written confirmation by HVFC or written/email acceptance by Client.
- Oral agreements are binding only if confirmed in writing.

4. Performance

- HVFC provides best-efforts services only, no results guarantee.
- No guarantee of funding or specific outcomes.
- HVFC may engage third parties and associates.

5. Client obligations

- Client provides timely and accurate information and is responsible for (incorrect) information.

6. Fees and payment

- Fees exclude VAT or sales tax.
- Payment due within 14 days.

- Late payment triggers statutory interest and reasonable collection costs.
- HVFC may suspend services in case of non-payment.
- For ongoing engagements, fees may be indexed annually up to 5% or CPI inflation, whichever is higher.

7. Complaints

- Complaints must be submitted in writing within 10 business days after discovery.
- Complaints do not suspend payment obligations.

8. Termination

- Termination in writing with reasonable notice.
- Work performed will be invoiced pro rata.
- Trainings are subject to separate terms.

9. Liability

- No liability for failure to achieve intended results.
- Liability capped at insurance payout or fees paid in last 6 months.
- No liability for indirect damages.

10. Indemnification

- Client indemnifies HVFC against third-party claims arising from Client's actions or (incorrect) information.

11. Intellectual property

- All IP in methods, formats, tools and materials remains with HVFC.
- The name HVFC is owned by HVFC International B.V.
- Custom deliverables are shared IP unless agreed otherwise.
- Client receives a non-transferable internal use license only.

12. Confidentiality

- Parties keep confidential information confidential.

13. Force majeure

- No obligation to perform in case of force majeure.

14. Governing law

- NL entities: Dutch law, courts in the Netherlands.
- HVFC USA, Inc: Delaware law, courts in Delaware.

15. Final provisions

- Invalid provisions do not affect the remainder.
- Dutch version prevails in case of discrepancies.