

Terms and Conditions

Data Management Operations

1. Data Management Operations known at the Chamber of Commerce under number 84031565 (hereinafter referred to as: "Contractor") is mainly concerned with providing consultancy and secondment activities in the Data Management functional areas (for a complete overview see [DAMA International](#)) Data Warehousing & Business Intelligence, Reference & Master Data Management, Data Quality Management, Metadata Management, Data Integration, Data Architecture and Data Modeling & Design
2. Data Management Operations carries out consultancy and secondment work at client organizations on the basis of a contract concluded with the client organization or on the basis of a contract concluded with the intermediary organization (hereinafter referred to as: "Client")
3. The following contractual terms or conditions (hereinafter referred to as "Terms") apply to and form part of any offer or introduction by, quotation from or agreement entered into by Data Management Operations
 - a. The period in which the work is carried out is agreed in advance in consultation with the customer organization for which the work is carried out
 - b. An extension of the period in which the work is carried out will be agreed in consultation with the customer organization for which the work is carried out, no later than one month before the end of the contract. This extension must comply with Dutch laws and regulations
 - c. The agreed hourly rate is exclusive of VAT and including travel and accommodation costs within the Netherlands
 - i. If the work has been carried out on the basis of a contract with the mediation organization, the agreed hourly rate does not include the costs for mediation. The intermediary organization itself charges these costs to the client organization
 - d. The duration of the work carried out is rounded up to the nearest whole hour
 - e. The invoice is sent to the Client
 - i. The full invoice amount must be transferred to the bank account of Data Management Operations within 21 days after the invoice date (before the due date).
 - ii. If the Client does not pay the invoice or does not pay it on time within 21 days after the invoice date (before the due date), the Client is obliged to pay full compensation for both extrajudicial and judicial collection costs, including costs for lawyers, bailiffs and collection agencies. Extrajudicial costs are set at at least 20% of the principal sum plus statutory interest
 - iii. The Contractor applies a payment term of 21 days after the Contractor has sent the invoice to the Client. If the Client has not paid after these 21 days and the Contractor has not received the amount due within these 21 days on the account number specified by the Contractor, the Contractor will give the Client written notice of default, after which the Client will be in

default. From the moment the default occurs, the Client is also liable to pay statutory interest (see Article 6: 119a of the Dutch Civil Code) in addition to the payment due.

- f. Data Management Operations carries out the data transformations, data enrichments and other types of data wrangling and data munging operations specified by the customer organization on the data collections made available by the customer organization. Data Management Operations is not responsible for the results and consequences of these data operations
- g. Dutch law applies to these Conditions and to every offer or introduction by, quotation from or agreement entered into by the Contractor. Dutch law applies to all derivative actions, such as adjustments or changes to agreements, quotations and any changes to these Terms and Conditions. All disputes arising from or related to these Terms and Conditions and to any offer or introduction by, quotation from or agreement entered into by the Contractor, including disputes arising from any actions of the Client or Contractor, can only be submitted to the competent court in Amsterdam.