



## General Terms and Conditions for ProcuraFlex

### Article 1: Definitions

In these terms and conditions, the following terms shall have the following meanings:

**ProcuraFlex:** The contractor, the user of these terms and conditions, trading under the name ProcuraFlex.

**Client:** The natural or legal person with whom ProcuraFlex has entered into an Agreement.

**Agreement:** The overarching service agreement between ProcuraFlex and the Client for the procurement of Goods and/or Services.

**Order:** An individual request from the Client to procure specific Goods and/or Services under the Agreement.

**Goods:** All physical products to be delivered to the Client.

**Services:** All non-physical services to be arranged for the Client (e.g., maintenance, cleaning, bookings).

**Supplier:** The third-party vendor from whom ProcuraFlex procures the Goods and/or Services on behalf of the Client.

**Total Procurement Cost:** The total amount paid or payable by ProcuraFlex to Suppliers and any third parties to fulfill an Order on the Client's behalf. This includes, but is not limited to:

- a. The listed price of the Goods and/or Services;
  - b. All shipping, handling, and delivery fees;
  - c. Any taxes (such as sales tax or excise duty), customs duties, import levies, or tariffs;
  - d. Payment processing fees, transaction fees, or bank charges incurred by ProcuraFlex for the payment;
  - e. Any other surcharges, fees, or costs directly associated with the procurement and delivery of the Order to the Client as specified in their request.
- The Client explicitly acknowledges that ProcuraFlex acts as a payment agent for these costs, and the Total Procurement Cost is a direct pass-through of all expenses incurred to fulfill the Order.

### Article 2: Applicability

These terms and conditions apply to all offers, Agreements, and Orders from ProcuraFlex.

Deviations from these terms and conditions are only valid if explicitly agreed upon in writing by both parties.

The Client's general terms and conditions are explicitly rejected and are not applicable unless ProcuraFlex has agreed in writing to their applicability.

### **Article 3: The Agreement**

The Agreement is established for an indefinite period, unless otherwise agreed in writing, and comes into effect upon the Client's signed acceptance of the Service Agreement or upon ProcuraFlex's first confirmation of an Order.

ProcuraFlex is entitled to refuse Orders or Clients without stating reasons.

### **Article 4: Prices and Payment**

Calculation of the Invoice Total: The Client's total charge for each consolidated monthly invoice is calculated as follows:

- a. The Total Procurement Cost, as defined in Article 1.
- b. The Service Fee: A fee of 10% of the Total Procurement Cost, unless a different rate has been explicitly agreed upon in writing prior to the Order.
- c. The Value Added Tax (VAT/BTW): The legally applicable VAT is calculated on the sum of the Total Procurement Cost and the Service Fee.
- d. The Invoice Total is the sum of the Total Procurement Cost, the Service Fee, and the VAT.

Invoicing and Payment:

- a. ProcuraFlex will issue a consolidated invoice to the Client on a monthly basis. This invoice will detail all Orders from the previous period and provide a transparent breakdown of the Total Procurement Cost, Service Fee, and VAT for each.
- b. Payment must be made within 30 days of the invoice date, into a bank account designated by ProcuraFlex.
- c. In the event of late or non-payment, ProcuraFlex is entitled to utilize all necessary legal procedures to secure payment. This includes, but is not limited to, charging statutory interest, reclaiming all reasonable costs incurred for collection (including fees from external collection agencies), and taking legal action.

ProcuraFlex is entitled to suspend its services if the Client fails to fulfill any payment or contractual obligation, without waiving its right to full payment.

### **Article 5: Ordering and Execution**

The Client can place Orders via email, WhatsApp, or other channels agreed upon in writing.

The Client is responsible for providing complete, correct, and unambiguous information for each Order.

ProcuraFlex will execute the Order to the best of its ability and in accordance with the Client's instructions. If instructions are unclear, ProcuraFlex will seek clarification.

ProcuraFlex acts as an intermediary and is not the manufacturer or direct service provider. The Client accepts that the guarantees, warranties, and quality of the Goods and/or Services are the sole responsibility of the Supplier.

Delivery times provided by ProcuraFlex are indicative only. Exceeding a delivery time does not entitle the Client to compensation or dissolution of the Agreement.

All communications made through agreed channels (including email and WhatsApp) are considered legally valid and binding between the parties.

### **Article 6: Liability**

ProcuraFlex's liability for damages, regardless of the legal ground, is limited to direct damages per event or series of related events, to a maximum of the amount paid out by its liability insurance in that specific case (if available), or to the service fee received by ProcuraFlex for the Order in question.

ProcuraFlex is not liable for:

- a. Indirect damages, including consequential loss, lost profits, lost savings, or damage due to business interruption.
- b. Damages resulting from acts or omissions of Suppliers, including but not limited to delays, defective products, or failure to perform services.
- c. Inaccurate or incomplete information provided by the Client.

The Client is obliged to indemnify and hold ProcuraFlex harmless against all third-party claims related to the Goods and/or Services procured, except in cases of gross negligence or willful misconduct by ProcuraFlex.

### **Article 7: Force Majeure**

ProcuraFlex is not obliged to fulfill any obligation if it is prevented from doing so due to a circumstance beyond its reasonable control, including but not limited to: failure of Suppliers to deliver, transport disruptions, government measures, and internet or telecommunications failures.

### **Article 8: Complaints**

Complaints regarding the consolidated invoice must be submitted in writing to ProcuraFlex within 14 days of the invoice date.

Complaints regarding the delivered Goods or performed Services must be reported to ProcuraFlex immediately, but no later than 14 days after delivery or performance. ProcuraFlex will subsequently act as the Client's representative in dealing with the Supplier but does not guarantee a favorable outcome.

The Client must provide ProcuraFlex with all necessary cooperation to handle the complaint with the Supplier.

Submitting a complaint does not suspend the Client's payment obligation.

**Article 9: Confidentiality**

Both parties are obliged to maintain the confidentiality of all confidential information obtained from the other party or from another source. Information is considered confidential if the other party has indicated it as such, or if it results from the nature of the information.

**Article 10: Termination**

The Agreement can be terminated by either party with a notice period of one (1) calendar month.

Either party has the right to terminate the Agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payments, or otherwise loses the free disposal of its assets.

Upon termination, the Client remains liable for all Orders placed and costs incurred up to the date of termination. Termination does not affect any rights or obligations accrued before the termination date.

## **Article 11: Final Provisions**

Dutch law applies to all Agreements between ProcuraFlex and the Client.

All documents, offers, calculations, and communications provided by ProcuraFlex remain its property and may not be reproduced, shared, or used by the Client or third parties without written consent.

ProcuraFlex processes personal data solely for the execution of the Agreement, in accordance with the General Data Protection Regulation (GDPR). Personal data will not be shared with third parties other than Suppliers necessary for order execution. Clients have the right to access or request deletion of their data.

All disputes that may arise between ProcuraFlex and the Client will be submitted to the competent court in Amsterdam, the Netherlands.

If any provision of these terms and conditions is found to be null and void, the other provisions shall remain in full force and effect. ProcuraFlex will then adopt a new provision to replace the null and void one, which will reflect the original intention as much as possible.

ProcuraFlex reserves the right to amend these terms. Clients will be notified in writing, and new terms shall apply to future Orders unless the Client objects in writing within 14 days.

These terms and conditions were filed with the Chamber of Commerce (KvK) on 14 Nov 25.

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**ProcuraFlex**  
One PO. One supplier. One invoice.