Terms and Conditions Profoperci

Version 1.0 – 22 November 2026

1. Profoperci

These Terms and Conditions apply to services provided by:

Profoperci
Postal address: Eeserhout 12E
8332 VR Steenwijk
The Netherlands

Chamber of Commerce (KvK) number: 90968751
VAT ID: NL002995382B69
Email: info@profoperci.nl
Website: www.profoperci.nl

Profoperci's registered business address is protected from public disclosure. The address above is the correspondence and postal address.

2. Applicability

These Terms and Conditions apply to requests, quotations, assignments and agreements under which Profoperci provides services.

Profoperci's services include:
- technical standards questions and technical research;
- verification of submitted technical answers;
- technical documentation services;
- other agreed specialist technical services.

Deviations apply only when agreed in writing or electronically.

Where a specific quotation, confirmation or agreement differs from these Terms and Conditions, the specifically agreed provision prevails.

The client's own general terms and conditions do not apply unless expressly accepted in writing by Profoperci.

3. Requests and formation of agreements

Submitting a request does not oblige Profoperci to accept an assignment.

Where Profoperci first provides a quotation, the agreement is formed when the client accepts the quotation or otherwise unambiguously instructs Profoperci to proceed.

For answer verification or another service for which a payment request is sent directly after submission, the assignment is formed in accordance with the procedure described during the request. Profoperci may wait to begin substantive work until payment has been received.

Before submitting the relevant request, the client is given the opportunity to read and accept these Terms and Conditions.

Profoperci may electronically record acceptance, the accepted version, date and time of acceptance and the request or assignment to which it relates.

4. Technical standards questions and research

Profoperci assesses the question and determines the work required to provide a technically substantiated answer.

Where a quotation is provided first, work begins after acceptance.

Answers are based on the agreed question, available information and the technical sources and standards used for the assignment.

Profoperci provides its own technical analyses, assessments and wording and does not provide unauthorised copies of copyrighted standards.

A technical answer applies only to the question, circumstances and information covered by the assignment.

It does not constitute certification, an inspection declaration or a guarantee that an installation, work equipment, documentation or working method complies with every applicable requirement.

Unless expressly agreed otherwise, the service does not constitute legal advice.

5. Answer verification

Profoperci assesses a technical answer submitted by the client.

Verification is based on the original question, submitted answer, available technical information and relevant technical standards basis within the agreed scope.

The answer may be assessed as:
- Correct;
- Largely correct;
- Incomplete;
- Partly correct;
- Incorrect.

Verification concerns only the content actually submitted and is not certification or formal approval of an installation, design, procedure or technical file.

Profoperci may wait to begin substantive verification until payment has been received.

The answer verification service applies to one individual technical question and the corresponding answer submitted by the client.

Profoperci determines, based on the content, scope, relationship between the issues and the specialist assessment required, whether a request can reasonably be treated as one answer verification.

Where a request contains multiple separate questions, multiple technical subjects, or is of such scope or complexity that it cannot reasonably be treated as one answer verification, Profoperci may classify the request as a more extensive specialist assignment.

In that case, the request will not automatically be performed at the standard rate for one answer verification. Profoperci will inform the client before carrying out the more extensive assignment and may provide a separate quotation.

6. Technical Documentation Service

The scope is determined by the agreed assignment description.

A documentation review may concern the presence, consistency, structure or content of agreed technical documentation.

Profoperci assesses only matters within the agreed scope.

Unless expressly agreed otherwise, Profoperci does not perform physical inspections of installations or equipment.

A documentation review does not automatically confirm that the physical installation corresponds with the documentation, all technical information is correct, all equipment has been correctly selected or installed, or the installation fully complies with all applicable legislation or standards.

The client remains responsible for the installation, operation, safety organisation and application of the results.

7. Performance of the assignment

Profoperci performs assignments with the care reasonably expected of a specialist service provider.

The service constitutes an obligation to use reasonable professional efforts unless a specific result has expressly been guaranteed in writing.

Profoperci may use appropriate digital tools, software, databases and AI systems.

Where required by the nature of the specialist service, the definitive technical answer or assessment is reviewed and approved by a specialist.

8. Client responsibilities

The client must provide necessary information in a timely manner, ensure to the best of its knowledge that supplied information is accurate and complete, and report relevant changes.

The client remains responsible for decisions and actions based on the delivered result and for determining its suitability for the specific practical situation.

Profoperci may suspend work or request additional information where information is missing, incorrect or incomplete.

9. Standards, source material and intellectual property

Technical standards and external publications may be protected by copyright.

Profoperci does not provide unauthorised complete copies or substantial portions of such publications.

The client is responsible for obtaining any necessary official standards and licences.

Answers, analyses, reports, text, formats and other materials created by Profoperci remain protected by intellectual property rights.

The client may use the delivered result internally for its intended purpose.

Without prior permission, Profoperci material may not be sold as the client's own commercial product, publicly published, systematically supplied to third parties or altered and presented as a result approved by Profoperci.

10. Use of AI

Profoperci may use AI as a supporting tool for analysis, structuring, comparison and preparation of technical information.

AI does not replace the agreed specialist assessment.

Where required by the nature of the service, a definitive specialist answer is reviewed and approved by a specialist.

11. Prices and VAT

Prices are stated in the quotation, request procedure or another written or electronic agreement.

Prices for business clients are exclusive of VAT unless stated otherwise.

Additional work outside the agreed scope will be discussed in advance.

12. Invoicing and payment

Invoicing takes place according to the procedure applicable to the service.

Advance payment may be required for answer verification.

Other assignments may be paid in advance, in instalments or after completion as agreed.

The payment term is stated on the invoice or payment request.

Profoperci may suspend performance in the event of late payment insofar as legally permitted.

Statutory interest and reasonable extrajudicial collection costs may be charged where the legal requirements are met.

13. Delivery and delivery times

A stated delivery time is indicative unless expressly agreed as a strict deadline.

The delivery period starts when the assignment has been formed, necessary information has been received and, where applicable, required payment has been received.

The delivery period may be suspended while necessary additional information is outstanding.

14. Changes or cancellation

Changes may affect price and delivery time.

If an assignment that has already started is cancelled, Profoperci may charge for work already performed and reasonable costs incurred.

Mandatory consumer rights are not restricted.

15. Liability

Profoperci is responsible for careful performance within the agreed scope.

The client remains responsible for the actual installation, operations, safety measures, accuracy of supplied information and application of the delivered result.

To the extent permitted by law, Profoperci is not liable for damage resulting from incorrect or incomplete information, use outside the agreed scope, subsequent changes or application of general information without the necessary situation-specific assessment.

For business clients, liability for direct loss is, to the extent permitted by law, limited to the amount paid for the relevant assignment. Where liability insurance pays a higher amount in a specific case, liability may instead be limited to the amount actually paid by the insurer plus the applicable policy excess borne by Profoperci.

For business clients, Profoperci is not liable, to the extent permitted by law, for indirect or consequential loss, loss of profit, lost savings, production loss or business interruption.

These limitations do not apply where liability cannot legally be excluded or limited.

16. Force majeure

Profoperci is not liable for delays or failures caused by circumstances reasonably outside its control, including serious technical failures, prolonged failure of essential external services, government measures or unforeseen circumstances preventing specialist work from temporarily being performed.

17. Electronic communication and availability

Profoperci may use electronic means for requests, quotations, confirmations, answers, reports, invoices and other communications.

The client is responsible for providing a correct and accessible email address.

Profoperci does not guarantee uninterrupted availability of the website or digital systems.

18. Complaints

Complaints may be submitted to info@profoperci.nl.

Profoperci will investigate and respond within a reasonable period.

19. Personal data

Profoperci processes personal data in accordance with the Privacy Policy available at www.profoperci.nl.

20. Governing law and disputes

Agreements with Profoperci are governed by Dutch law.

The parties will first attempt to resolve disputes amicably.

If this is unsuccessful, the dispute will be submitted to the court having jurisdiction under Dutch law.

Mandatory consumer protection and jurisdiction rules remain applicable to consumers.

21. Amendments

Profoperci may amend these Terms and Conditions.

For existing assignments, the version accepted when the assignment was entered into will generally continue to apply.

New versions apply to new assignments from their stated effective date.

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