



GENERAL TERMS & CONDITION

DTS – Dreijer Technical Solutions

Version 1.0
Effective Date: July 2026

1. Definitions

In these General Terms & Conditions, the following definitions shall apply:

DTS means DTS – Dreijer Technical Solutions.

Client means any individual, company or legal entity engaging the services of DTS.

Agreement means any written or verbal agreement between DTS and the Client.

Services means all consultancy, interim management, operational improvement, reliability engineering, manufacturing support, root cause analysis, project management, assessments, coaching, workshops and related professional services provided by DTS.

Deliverables means reports, analyses, recommendations, presentations, methodologies, documentation and anyother work products produced by DTS.

2. Applicability

These General Terms & Conditions apply to all quotations, proposals, agreements, assignments and services provided by DTS unless expressly agreed otherwise in writing.

The Client's own purchasing conditions or general terms shall not apply unless explicitly accepted in writing by DTS.



3. Quotations and Agreements

All quotations and proposals issued by DTS are non-binding unless stated otherwise.

- An Agreement becomes effective when:
- the Client accepts a quotation in writing;
- both parties sign an agreement;
- or DTS commences the agreed Services

4. Independent Contractor

DTS performs all Services as an independent contractor.

Nothing contained in the Agreement shall create an employment relationship, partnership, joint venture or agency relationship between DTS and the Client.

5. Scope of Services

DTS provides professional services including, but not limited to:

Interim Management	Operational Improvement
Manufacturing Consultancy	Reliability Engineering
Root Cause Analysis	Project Management
Production Optimisation	Maintenance Improvement
Operational Assessments	DTS FLOW™ methodology
Coaching and Advisory Services	

Unless expressly agreed otherwise, DTS provides advice and professional support. Final business decisions remain the sole responsibility of the Client.



6. Client Responsibilities

The Client shall provide all information, documentation, access, personnel and cooperation reasonably required for DTS to perform the agreed Services.

DTS shall not be liable for delays or additional costs resulting from incomplete, inaccurate or late information supplied by the Client.

7. Fees and Payment

Unless otherwise agreed in writing:

- Invoices are payable within 14 calendar days.
- All prices are exclusive of VAT and other applicable taxes.
- Late payments may be subject to statutory interest.
- Collection costs resulting from overdue payments shall be borne by the Client.

DTS reserves the right to suspend Services until outstanding invoices have been paid.

8. Travel and Project Expenses

Reasonable travel expenses, accommodation, parking, mileage and other project-related expenses may be invoiced separately unless otherwise agreed.



9. Confidentiality

Both parties agree to keep confidential all business, technical and commercial information received during the assignment.

This obligation remains in force after completion or termination of the Agreement.

Confidential information shall not be disclosed to third parties without prior written consent unless required by law.

10. Intellectual Property

All intellectual property rights relating to methodologies, reports, documentation, templates, presentations, analyses, frameworks, observations and improvement models remain the exclusive property of DTS.

This specifically includes, but is not limited to:

DTS FLOW™ methodology	Operational Flow models
Root Cause Analysis frameworks	Observation methods
Assessment tools	Training materials
Presentations	Reports
Documentation	

The Client receives a non-exclusive right to use Deliverables solely for its own internal business purposes.

No Deliverable may be copied, modified, published, sold, distributed or commercially exploited without prior written permission from DTS.

11. Acceptance of Deliverables

Unless the Client raises written objections within fourteen (14) calendar days after delivery, the Deliverables shall be deemed accepted.



12. Limitation of Liability

DTS shall perform its Services with reasonable professional care and skill. Any liability of DTS shall be limited to the total fees invoiced for the relevant assignment. Under no circumstances shall DTS be liable for:

- indirect damages;
- consequential damages;
- loss of profit;
- production losses;
- business interruption;
- loss of data;
- loss of contracts;
- loss of goodwill.

Nothing in these Terms excludes liability where exclusion is prohibited by applicable law.

13. Force Majeure

Neither party shall be liable for failure to perform obligations resulting from events beyond its reasonable control, including but not limited to:

- natural disasters;
 - war;
 - strikes;
 - pandemics;
 - government restrictions;
 - power failures;
 - internet failures;
 - transport disruptions.
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14. Termination

Either party may terminate the Agreement by written notice.

Termination shall not affect payment obligations for Services already performed.

DTS reserves the right to terminate an Agreement immediately in the event of serious breach by the Client.

15. Non-Solicitation

During the assignment and for twelve (12) months thereafter, neither party shall knowingly solicit or employ employees or subcontractors of the other party directly involved in the assignment without prior written consent.

16. Data Protection

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

17. Electronic Communication

Electronic communications, including email, shall be considered legally valid communications between the parties unless otherwise agreed.



18. Severability

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

19. Governing Law

These General Terms & Conditions shall be governed exclusively by the laws of the Netherlands.

20. Dispute Resolution

The parties shall first attempt to resolve disputes through mutual consultation.
If no agreement can be reached, disputes shall be submitted exclusively to the competent court in the Netherlands.

21. Amendments

DTS reserves the right to amend these General Terms & Conditions at any time.
The latest version will always be published on the DTS website.



Contact Information

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