

General terms and conditions

Version 1.0, 22 October 2026.

These general terms apply to the purchase of our Excel tools and to our advice assignments and workshops. Articles 4 to 7 are about the tools, articles 8 to 12 about advice and workshops, and the other articles apply to both. If you buy as a consumer, mandatory consumer law always prevails over these terms.

1. Definitions

- **We / ProcureMatters:** ProcureMatters, a trade name of [Legal business name], registered with the Netherlands Chamber of Commerce under number [KvK number].
- **Customer:** the company, organisation or person that buys a tool from us or gives us an assignment. A **consumer** is a customer who does not act in the course of a business or profession.
- **Tool:** a digital product we sell, such as an Excel workbook, example file, guide or prompt pack.
- **Assignment:** advice, workshops or other services we provide on the basis of an accepted proposal, including advice on call.
- **Checkout partner:** the company that sells our tools to you on our behalf as merchant of record, currently [checkout partner].
- **In writing:** also by email.

2. Applicability

2.1 These terms apply to every offer, proposal, purchase and agreement between us and a customer.

2.2 We reject any general terms of the customer, unless we have expressly accepted them in writing.

2.3 Deviations from these terms only apply if agreed in writing, and only for the agreement concerned.

2.4 If a provision of these terms is void or annulled, the other provisions remain in force. The parties will then agree a replacement provision that comes as close as possible to the original intention.

3. Offers and agreements

3.1 Our proposals are valid for 30 days, unless the proposal states otherwise. Obvious mistakes in a proposal or on the website do not bind us.

3.2 An assignment is agreed when the customer accepts our proposal in writing, or when we start the work at the customer's request.

3.3 A purchase of a tool is agreed when the checkout partner confirms your order.

4. Tools: purchase and delivery

4.1 Our tools are sold through the checkout partner, which acts as the seller of record. The checkout partner handles payment, the invoice and VAT. Its terms apply to the payment and the sale; these terms apply to the use of the tool and to our support.

4.2 The tool is delivered as a download right after payment. You are responsible for storing a copy.

4.3 Prices are shown on our website and at checkout. Business customers can enter their VAT number at checkout.

5. Tools: licence

5.1 When you buy a tool you receive a non-exclusive, non-transferable licence to use it within your own organisation, by the employees of that organisation, for an unlimited period. A consumer may use the tool for personal purposes.

5.2 You may adapt the settings and contents of the tool for your own use, and you may share outputs you create with it, such as reports and scorecards, inside and outside your organisation.

5.3 You may not, without our written permission:

- sell, rent out, sublicense, publish or otherwise share the tool or a copy of it with third parties;
- use the tool to deliver services to third parties, for example as a consultant for your clients;
- remove or hide references to ProcureMatters in the tool;
- copy the structure, formulas or texts of the tool to make a competing product.

5.4 Organisations that are part of the same group, and consultants who want to use a tool for clients, can ask us for a separate licence.

5.5 The example files contain fictional companies and data. Any resemblance to real companies is coincidental.

6. Tools: support, updates and refunds

6.1 The tools work in Microsoft Excel 2019, 2021 and Microsoft 365, on Windows and Mac. They do not work in other spreadsheet programs or older versions.

6.2 If a tool does not work as described in a supported Excel version, tell us within 30 days of purchase. We will then fix the problem or, if we cannot, refund the purchase price. This does not affect your statutory rights.

6.3 We may release updates. Whether an update is free for existing buyers is stated on the website or in our message about the update.

6.4 The tools support your own analysis and decisions. Their scores, ratings and suggestions depend on the data and settings you enter. They are not legal, financial or tax advice, and you remain responsible for the decisions you take with them.

7. Consumers: right of withdrawal

7.1 A consumer who buys a tool online normally has a right of withdrawal of 14 days. Because a tool is digital content that is delivered immediately, the right of withdrawal ends as soon as the download is made available, provided that you have expressly agreed at checkout to immediate delivery and have acknowledged that you lose your right of withdrawal.

7.2 Business customers have no right of withdrawal.

7.3 Article 6.2 applies regardless of this article.

8. Advice and workshops: carrying out the assignment

8.1 We carry out assignments to the best of our ability and with the care that may be expected of a professional adviser. Our obligation is an obligation to use best efforts, not an obligation to achieve a particular result, unless a specific result has expressly been agreed in writing.

8.2 The proposal describes the scope, the deliverables, the planning and the price. Work outside this scope is only carried out after written agreement and is charged separately.

8.3 Deadlines in a proposal are targets, not strict deadlines, unless expressly agreed otherwise. If a deadline is at risk, we will let you know in good time.

8.4 We decide how the assignment is carried out and by whom. We may involve third parties for parts of the work after consulting you.

8.5 We advise and support. Decisions about your organisation, suppliers and systems, and their implementation, remain your responsibility. We do not act as interim manager, unless agreed otherwise.

9. Client's cooperation

9.1 You give us in good time the information, data, access and people we reasonably need to carry out the assignment, and you guarantee that the data you provide is correct and complete as far as you know.

9.2 You make sure you are allowed to share the data you provide with us, including any personal data in it.

9.3 If you do not meet these obligations and this causes delay or extra work, we may postpone the work and charge the extra time at our usual hourly rate.

10. Prices and payment

10.1 For each assignment we agree a fixed price, or an hourly rate for advice on call, in the proposal. Prices for business customers are excluding VAT; prices for consumers include VAT.

10.2 Unless the proposal states otherwise, we invoice 50% when the assignment starts and the rest when the deliverables are handed over. Agreed costs, such as travel for sessions on site, are invoiced separately.

10.3 Invoices must be paid within 14 days of the invoice date.

10.4 If a business customer pays late, the customer owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) and the extrajudicial collection costs according to the statutory scale. A consumer owes the statutory interest (article 6:119) and collection costs only after a free reminder with a payment term of at least 14 days, in accordance with article 6:96 of the Dutch Civil Code.

10.5 We may suspend our work while an invoice is overdue.

11. Advice on call and prepaid hours

11.1 Advice on call is charged per half hour, at the hourly rate in our proposal.

11.2 Prepaid hours are valid for 12 months from the date of purchase. Hours not used in that period expire without refund.

11.3 We record the hours spent and share an overview on request.

12. Cancellation, postponement and termination

12.1 You can postpone a scheduled workshop or session free of charge up to 3 working days in advance. If you cancel or postpone later, we may charge the time reserved for it.

12.2 You can terminate an assignment early in writing. You then pay for the work done so far, plus 25% of the remaining part of the fixed price as compensation for reserved capacity, unless the termination is caused by our failure to perform.

12.3 Either party may terminate the agreement with immediate effect if the other party is declared bankrupt, is granted a suspension of payments, or seriously fails to meet its obligations and does not remedy this within 14 days after a written notice of default.

12.4 Articles 13, 14, 15 and 17 continue to apply after the agreement ends.

13. Intellectual property

13.1 All intellectual property rights in our tools, methods, templates, checklists, training materials and other materials remain with us or our licensors.

13.2 You may use the deliverables we make specifically for you, such as reports, roadmaps and configured tools, without limitation within your own organisation once they have been paid for. The licence terms of article 5 apply to the tools included in an assignment.

13.3 Your data, documents and exports remain yours. We only use them for the assignment.

13.4 We may reuse general knowledge, experience and methods gained during an assignment, without disclosing your confidential information.

14. Confidentiality

14.1 Both parties keep confidential all information about the other party that they receive in connection with the agreement and of which they know, or should reasonably know, that it is confidential. This applies during the agreement and for 3 years after it ends.

14.2 This does not apply to information that is already public, that a party already had lawfully, that it received lawfully from a third party, or that it must disclose under the law or a court order.

14.3 We do not mention your organisation as a client without your permission. On request we sign a separate non-disclosure agreement.

15. Liability

15.1 Our total liability for damage arising from an agreement is limited to the amount the customer has paid for that agreement: for a tool, the purchase price; for an assignment, the agreed fee, and for assignments longer than six months, the fees invoiced in the six months before the event that caused the damage. If we have insurance that covers the damage, our liability is in any case limited to the amount paid out by the insurer.

15.2 We are only liable for direct damage. We are not liable for indirect damage, such as consequential loss, lost profit, lost savings, loss of data, business interruption or damage resulting from decisions taken on the basis of a tool or our advice.

15.3 We are not liable for damage caused by incorrect or incomplete data provided by the customer, by changes the customer makes to a tool, or by the use of a tool outside a supported Excel version.

15.4 Claims for damages lapse if they are not reported to us in writing within 12 months after the customer became aware of the damage, or could reasonably have become aware of it.

15.5 The limitations in this article do not apply if the damage is caused by intent or deliberate recklessness of our management. Towards consumers, the limitations only apply as far as the law allows.

16. Force majeure

16.1 Neither party is liable for failing to meet an obligation due to force majeure: circumstances beyond its control, such as illness, outages of internet, hosting or payment services, government measures or natural disasters.

16.2 If force majeure lasts longer than 60 days, either party may terminate the agreement in writing. Work already done is then paid for proportionally.

17. Data processing

17.1 If we process personal data on behalf of the customer during an assignment, for example personal data contained in ERP exports or supplier lists, the customer is the controller and we are the processor within the meaning of the GDPR. This article then forms the data processing agreement under article 28 of the GDPR.

17.2 **Subject and duration.** We process the personal data only to carry out the assignment, for the duration of the assignment. The data concerns mainly business contact details and names of employees of the customer and of its suppliers, as present in the files the customer shares.

17.3 **Instructions.** We process the personal data only on the documented instructions of the customer, as laid down in the proposal and these terms, unless the law requires otherwise. We inform the customer if we believe an instruction infringes the GDPR.

17.4 **Confidentiality.** Everyone who processes the data on our behalf is bound by confidentiality.

17.5 **Security.** We take appropriate technical and organisational measures in accordance with article 32 of the GDPR, including encrypted storage and transfer, strong authentication and deleting files that are no longer needed.

17.6 **Sub-processors.** The customer gives general permission for the use of sub-processors for storage and communication, such as cloud storage and email services. We inform the customer of intended changes, so that the customer can object to them. We impose the same data protection obligations on sub-processors.

17.7 **Assistance.** We help the customer, as far as reasonably possible, to respond to requests from data subjects, to carry out a data protection impact assessment and to meet its other obligations under articles 32 to 36 of the GDPR.

17.8 **Data breaches.** We notify the customer without undue delay, and in any case within 48 hours after discovery, of a personal data breach concerning the customer's data, with the information the customer needs to meet its own notification obligations.

17.9 **Transfers.** We store the data within the European Economic Area where possible. Transfers outside it only take place with appropriate safeguards under chapter V of the GDPR.

17.10 End of the assignment. At the end of the assignment we delete the personal data, or return it at the customer's request, unless the law requires us to keep it.

17.11 Audits. We give the customer the information needed to demonstrate compliance with this article. The customer may have an audit carried out at its own expense, no more than once a year and with reasonable notice.

18. Complaints

18.1 Complaints about a tool or an assignment must be submitted in writing, with a clear description, within 14 days after you discovered the problem or could reasonably have discovered it. Email contact@procurematters.com.

18.2 We reply within 14 days. If a complaint is justified, we will, at our choice, still carry out the work properly, fix the tool, or refund a proportionate part of the price.

18.3 A complaint does not suspend the customer's payment obligation, unless we confirm otherwise in writing.

19. Applicable law and disputes

19.1 Dutch law applies to all agreements with us.

19.2 Disputes will first be discussed between the parties to find a solution. If this does not succeed, disputes with business customers are submitted exclusively to the competent court in the district where we are established. A consumer may choose the court that is competent by law, and keeps the protection of the mandatory law of the country where the consumer lives.

20. Changes to these terms

20.1 We may change these terms. The version that applied at the time of the purchase or at the time the proposal was accepted applies to that agreement.

20.2 The current version is always on this page and can be downloaded as a PDF.