

Vendor referral terms (standard)

Heat Protection Solutions (heatprotectionsolutions.com)

These are the standard terms on which Humanity Solutions works with vendors. They become binding when signed by both parties.

Parties

1. **Humanity Solutions** (eenmanszaak), registered with the Dutch Chamber of Commerce (KvK) under number 71110178, Hamerstraat 67D, 2512 CX The Hague, the Netherlands, contact connectwithus@humanitysolutions.net, operating the initiative Heat Protection Solutions ("**Humanity Solutions**"); and
2. [**Vendor legal name**] ([legal form]), registered with [KvK / trade register] under number [to be agreed], VAT number [to be agreed], [address], represented by [name, title], contact [email] (the "**Vendor**").

Each a "**Party**", together the "**Parties**".

Background

A. Through Heat Protection Solutions, Humanity Solutions advises clients on protection against heat. Clients pay Humanity Solutions for a scan (€880) or for a quoted assessment.

B. Where a client chooses a vendor that Humanity Solutions introduced, that vendor pays Humanity Solutions a referral fee. Humanity Solutions has publicly promised clients that this fee does not change the price they pay, that the fee is disclosed to them before they decide, that they see at least two options where these exist, that its advice is independent of who pays, and that no vendor has exclusivity.

C. The Vendor wishes to receive introductions and agrees to be bound by these promises.

1. Definitions

- **Introduced Client:** a person or organisation that Humanity Solutions introduces to the Vendor under clause 2, including its affiliated entities and, for private clients, members of the same household.
- **Qualified Referral:** an introduction of an Introduced Client that results in a contract (including an order, accepted quote or purchase) between the Vendor and that Introduced Client, signed or accepted within the Attribution Window.
- **Attribution Window:** [to be agreed] months from the date of the introduction.
- **Contract Value:** the total amount the Introduced Client pays or owes to the Vendor under a Qualified Referral, excluding VAT, including later additions, extensions and follow-up orders for the same project signed within the Attribution Window, and reduced by any refunds actually made.
- **Referral Fee:** the fee set out in clause 3 and Appendix 1.
- **Client Data:** personal data about an Introduced Client.

2. Referral process and attribution

2.1 Humanity Solutions may, at its own discretion, introduce clients to the Vendor. It has no obligation to introduce any minimum number of clients.

2.2 An introduction is made in writing (email is enough) to the Vendor, naming the client, and only after the client has consented to being introduced (see clause 9). The date of that written introduction is the introduction date.

2.3 If the Vendor already had a documented, active sales contact with the client in the [to be agreed] months before the introduction date, the Vendor must notify Humanity Solutions in writing within [to be agreed] working days of the introduction, with evidence. If the Vendor does so, that client is not an Introduced Client. Otherwise the introduction stands.

2.4 The Vendor contacts Introduced Clients promptly and deals with them on its normal professional terms.

3. Referral Fee

3.1 For each Qualified Referral, the Vendor pays Humanity Solutions the Referral Fee: [to be agreed] % of the Contract Value, or a fixed amount of € [to be agreed] per Qualified Referral, as set out in Appendix 1, with a cap of € [to be agreed] per Qualified Referral.

3.2 Amounts are exclusive of VAT. VAT is charged where applicable.

3.3 The Referral Fee is owed once the Qualified Referral contract is signed or accepted, and becomes payable at the moment agreed in Appendix 1. If the Introduced Client lawfully cancels or does not pay, and the Vendor has made reasonable collection efforts, the fee is reduced accordingly.

3.4 Humanity Solutions invoices the Referral Fee after receiving the Vendor's report under clause 4 (or, failing a report, on the basis of information it has). The Vendor pays each invoice within 30 days of the invoice date. Late payment carries statutory commercial interest (article 6:119a of the Dutch Civil Code).

3.5 The Vendor may not pass on the Referral Fee, directly or indirectly, to the Introduced Client (see clause 5).

4. Reporting and audit

4.1 Within 10 days after the end of each calendar month, the Vendor reports in writing every contract signed with an Introduced Client in that month, with: client name, contract date, Contract Value, products or services, and any cancellations or refunds. A nil report is not needed.

4.2 On request, the Vendor provides copies of the relevant quotes, contracts and invoices, and of comparable offers to other clients (anonymised where needed) so that compliance with clauses 3 and 5 can be checked.

4.3 Humanity Solutions may, no more than once a year and with [to be agreed] working days' notice, have an independent accountant check the Vendor's relevant records. Humanity Solutions pays for this check, unless it shows an underpayment of more than 5% or a breach of clause 5; in that case the Vendor pays the costs and the amount owed.

4.4 These rights continue for [to be agreed] years after the end of this Agreement.

5. No price increase

5.1 The Vendor warrants that, because of the introduction of the Referral Fee:

- a. it does not add any mark-up to the price or change any terms for an Introduced Client;
- b. the Introduced Client receives the same price and terms as it would have received without the referral; and
- c. the price and terms offered to an Introduced Client are at least as favourable as the Vendor's prices and terms for comparable products, services and volumes offered to other clients at the same time (most-favoured pricing).

5.2 If the Vendor breaches clause 5.1:

- a. the Vendor refunds the difference directly to the Introduced Client within 14 days, and gives Humanity Solutions proof of the refund;
- b. no Referral Fee is owed on that contract; any fee already paid on it is repaid to the Vendor once the client has been refunded; and
- c. Humanity Solutions may terminate this Agreement with immediate effect by written notice.

5.3 These remedies do not limit any other rights Humanity Solutions or the Introduced Client has by law.

6. Transparency

6.1 The Vendor agrees that Humanity Solutions may tell clients, before they decide, that a referral fee exists, what its amount or percentage is, and that it is paid by the Vendor.

6.2 The Vendor will not state or imply to any client that its prices include no fee, or that the Referral Fee does not exist.

6.3 The Vendor agrees that Humanity Solutions shows clients at least two options where these exist, which may include competitors of the Vendor.

7. Independence and no exclusivity

7.1 Humanity Solutions' advice to clients is independent of who pays. The Vendor will not try to influence that advice, rankings or recommendations, by payment, offers or otherwise.

7.2 The Referral Fee does not buy a recommendation. Humanity Solutions may advise a client not to choose the Vendor, or to choose no vendor.

7.3 This Agreement is not exclusive, in either direction. Humanity Solutions may work with other vendors, including competitors of the Vendor, and the Vendor may use other sources of clients.

8. Vendor's responsibility

8.1 The Vendor contracts with Introduced Clients in its own name and at its own risk. Humanity Solutions is not a party to those contracts and does not act as the Vendor's agent.

8.2 The Vendor is solely responsible for its products, advice, installation, warranties, after-sales service and guarantees, and for compliance with all applicable law, including CE marking and product safety rules, building regulations (including the Besluit bouwwerken leefomgeving where applicable), permits, health and safety, and consumer law.

8.3 The Vendor maintains adequate business and professional liability insurance of at least € [to be agreed] per claim and shows proof on request.

8.4 Humanity Solutions is not liable for the Vendor's products, work, delays or omissions. The Vendor indemnifies Humanity Solutions against third-party claims (including from Introduced Clients) arising from the Vendor's products, work or breach of this Agreement.

9. Data protection (GDPR)

9.1 Each Party is an independent controller for the Client Data it processes under the General Data Protection Regulation (EU) 2016/679 (GDPR) and complies with it. The Parties are not joint controllers and neither is the other's processor.

9.2 Humanity Solutions shares Client Data with the Vendor only after the client has consented, and only the minimum needed for the Vendor to contact the client and prepare a quote (normally: name, contact details, address of the property, and the relevant scan or assessment findings).

9.3 The Vendor uses Client Data only to respond to the introduction and perform any contract with the client. It will not use it for marketing or sell or share it, unless the client separately agrees with the Vendor.

9.4 If no contract results, the Vendor deletes the Client Data received from Humanity Solutions within [to be agreed] months of the introduction date, unless the law requires it to keep them. Report data under clause 4 are limited to what is needed for invoicing and audit.

9.5 Each Party keeps Client Data secure and informs the other without undue delay of any personal data breach affecting data shared under this Agreement.

10. Confidentiality

10.1 Each Party keeps confidential all non-public information received from the other, including prices, fee terms, client lists and scan reports, and uses it only for this Agreement.

10.2 This does not apply to information that is public without breach, was already lawfully known, or must be disclosed by law. Disclosure to clients under clause 6 is allowed.

10.3 This clause continues for [to be agreed] years after the end of this Agreement.

11. Anti-bribery

11.1 Apart from the Referral Fee, the Vendor will not offer or give Humanity Solutions, Wilfried de Wever or anyone acting for them any payment, gift, hospitality, discount, commission or other benefit connected to introductions or advice, other than items of trivial value (up to €[to be agreed]).

11.2 Neither Party will offer or accept bribes or kickbacks, and each complies with applicable anti-corruption law. A breach allows the other Party to terminate with immediate effect.

12. Names and logos

Neither Party uses the other's name, logo or trademarks, or refers to this Agreement publicly (including on websites or in marketing), without the other's prior written consent. Humanity Solutions may, however, name the Vendor and describe its offer to clients as part of its advice.

13. Liability

13.1 Each Party's total liability under this Agreement is limited to the higher of (a) the Referral Fees paid or payable in the 12 months before the event causing the damage, and (b) € [to be agreed].

13.2 Neither Party is liable for indirect or consequential damage, including lost profit.

13.3 These limits do not apply to intent or deliberate recklessness (opzet of bewuste roekeloosheid), to the Vendor's payment obligations, to breaches of clauses 5, 9 or 11, or to the Vendor's indemnity in clause 8.4.

14. Term and termination

14.1 This Agreement starts on the date of the last signature and continues for an indefinite period.

14.2 Either Party may terminate it at any time by 30 days' written notice.

14.3 Either Party may terminate with immediate effect if the other materially breaches this Agreement and does not remedy the breach within 14 days of written notice, or becomes insolvent.

14.4 After termination, Referral Fees remain due on all contracts with Introduced Clients signed before the termination date, and on contracts signed afterwards that result from introductions made before termination within the Attribution Window. Clauses 4, 5, 8, 9, 10, 13 and 15 survive termination.

15. General

15.1 **Whole agreement.** This Agreement, with its appendix, is the whole agreement between the Parties on its subject and replaces all earlier arrangements. The Vendor's general terms do not apply.

15.2 **Changes.** Changes are valid only if agreed in writing by both Parties.

15.3 **Assignment.** Neither Party may transfer this Agreement without the other's written consent.

15.4 **Notices.** Notices are given in writing to the addresses above (email is enough).

15.5 **Governing law and courts.** This Agreement is governed by the laws of the Netherlands. Disputes are submitted exclusively to the competent court in The Hague (Rechtbank Den Haag).

Signatures

	Humanity Solutions	[Vendor legal name]
Name	Wilfried de Wever	[name]
Title	[title]	[title]
Date	[date]	[date]
Place	[place]	[place]
Signature		

Appendix 1 — Fee schedule

Product / service category	Fee basis (% of Contract Value or fixed)	Rate / amount	Cap per Qualified Referral	Notes
Exterior sun shading	[to be agreed]	[to be agreed]	€ [to be agreed]	[to be agreed]
Window film	[to be agreed]	[to be agreed]	€ [to be agreed]	[to be agreed]
Cooling / heat pump	[to be agreed]	[to be agreed]	€ [to be agreed]	[to be agreed]
Other	[to be agreed]	[to be agreed]	€ [to be agreed]	[to be agreed]

Payment moment: [to be agreed]. Payment term: 30 days from invoice date. All amounts exclude VAT.