



## **Terms and conditions**

### **Article 1 Definitions, general and applicability**

In these general terms and conditions the following terms are used with the additional meaning, unless stated otherwise.

- 1.1 Service provider: Contractor (Staalwit B.V.)
- 1.2 Client: the contractor's client
- 1.3 Assignment: the activities to be determined in mutual consultation between the client and the contractor, including sales and deliveries of goods, which must be performed by the contractor and the conditions under which this must take place.
- 1.4 The general terms and conditions apply, to the exclusion of other (purchase) conditions, to all offers, quotations, assignments and agreements between the contractor and the client (s) to which the contractor has declared these conditions applicable, with the exception that the contractor in writing deviates from these terms and conditions.
- 1.5 These terms and conditions also apply to assignments with the contractor involving third parties.
- 1.6 If one or more of the phrases in these general terms and conditions become invalid, the other phrases of these general terms and conditions will continue to apply. In that case, the parties will consult to agree on replacement terms, based on the purpose of the original term as far as possible.
- 1.7 These general terms and conditions of delivery and payment apply to all offers, quotations and services of the contractor, unless explicitly agreed otherwise in writing.
- 1.8 Including terms or conditions in the clients order that deviate from or do not appear in these terms and conditions, are only binding on the contractor if these terms and conditions have been expressly accepted by the contractor in writing.

### **Article 2 Offers and rates**

- 2.1 Offers from the contractor are based on the information provided by the client. Client guarantees that he has provided information to the best of the design, implementation and completion of the assignment. The offers made by the contractor are without obligation and valid for 30 days, unless stated otherwise.
- 2.2 Contractor is only bound by the offer if its acceptance is confirmed in writing by the client within 30 days, unless stated otherwise.
- 2.3 The prices in the mentioned offers are exclusive of BWT, other government levies and other costs incurred for the assignment, such as shipping and administrative expenses, unless stated otherwise.
- 2.4 Contractor is not bound if the acceptance deviates (on minor points) from the offer included in the quotation. In that case, the assignment will not be concluded in accordance with this deviating acceptance, unless the contractor indicates otherwise. In case of verbal (telephone) changes to the assignment by the client, without written confirmation, the risk of the implementation of the changes will be borne by the client. Any additional costs associated with the spoken or written changes made by the client to the original assignment, will be charged in full to the client.

- 2.5 A composed quotation does not oblige the contractor to execute part of the assignment against a corresponding part of the stated price.
- 2.6 Offers do not automatically apply to future assignments.

### **Article 3. Execution of the agreement and involvement of third parties**

- 3.1 Contractor will carry out the activities within the framework of the assignment, to the best of its knowledge, expertise and ability.
- 3.2 As it is necessary for the proper execution of the assignment, contractor has the right to have (parts of) the work carried out by third parties. He does this in consultation with the client and will do his utmost to achieve the agreed conditions and quality.
- 3.3 Contractor does not accept any liability for the work performed by third parties, insofar as they themselves have entered into an agreement with the client.
- 3.4 Contractor is not liable for damage that has arisen because he relied on incorrect and / or incomplete information provided by the client, unless he should have been aware of the inaccuracy or incompleteness of the information.
- 3.5 If it has been agreed that the assignment will be carried out in stages, the contractor may suspend the execution of those parts that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.
- 3.6 If work is carried out for the assignment by the contractor or third parties engaged by the contractor at the location of the client or a location designated by the client, the client will provide the facilities reasonably desired by those employees free of charge.
- 3.7 Contractor has every right to withdraw as an executing party if a stagnated collaboration arises from the client.
- 3.8 Unless otherwise agreed, the assignment does not include an investigation into the existence of patent, copyright and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

### **Article 4 Changes to the assignment or additional work**

- 4.1 The client accepts that the time schedule of the assignment can be influenced if the parties in the meantime decide to change the approach, method or size of the assignment and the resulting activities.
- 4.2 If interim changes occur in the performance of the assignment by the client, the contractor will make the necessary adjustments commissioned by the client.
- 4.3 If this leads to additional work, he will charge this as an additional assignment to the client. Contractor may charge the additional costs to the client for changing the assignment.
- 4.4 Contrary to paragraph 1, the contractor will not charge additional costs if the change or additions to the assignment is the result of circumstances that can be attributed to the contractor.

### **Article 5 Contract duration and execution deadline**

- 5.1 Contractor represents the interests of the client within the limits of the assignment given. The client is not entitled to have the agreed work carried out by a third party without consultation with the contractor. Nor is the contractor entitled to provide corresponding services to other clients without consultation with or permission from the client, insofar as they compete with the client concerned.
- 5.2 Unless explicitly agreed otherwise in writing, or unless this arises from the nature of the assignment, the assignment from the client to the contractor is valid for an indefinite period of time, included that both parties can cancel it by registered mail from the moment the relationship has lasted six months. writing with due observance of a period of six months. If a term has been agreed within the term of the assignment for the completion of certain activities, this is not a strict deadline. If the implementation period is exceeded, the client must therefore give the contractor written notice of default.
- 5.3 During the period of six months referred to in the previous paragraph, the client is obliged to fulfill the applicable remuneration agreements with the contractor as if there had been no termination.

## **Art. 6 Export and Import of ICT equipment**

- 6.1 Contractor sells and purchases the equipment and / or other items according to nature and number as agreed in writing, just as the customer buys / supplies them from the contractor.
- 6.2 Contractor does not guarantee that the equipment is suitable for the actual use intended by the customer, unless the intended use is specified clearly in the written agreement.
- 6.3 If agreed in writing, the contractor will deliver the equipment sold to the client at a location to be designated by the client, both nationally and internationally.
- 6.4 Contractor will notify the client on time before delivery of the time when he intends to deliver the equipment.
- 6.5 Delivery of the equipment takes place at the agreed place of delivery in the country of destination at the agreed rates.
- 6.6 If agreed in writing, the contractor will install the equipment or have it installed.
- 6.7 In all cases, the client will provide a suitable installation site with all necessary facilities, such as cabling, for delivery of the equipment.
- 6.8 The client will grant the contractor access to the installation site during the normal working hours of the contractor for the performance of the work.
- 6.9 The client is free to return the shipment no later than five days after receipt of the product. The costs of return are for the account of the client.
- 6.10 The contractor will ensure safe custody or storage of the ICT equipment. The contractor is also insured against the risk of destruction, damage, theft or any other risk with regard to the ICT equipment.
- 6.11 Contractor can also purchase ICT equipment that is depreciated or replaced or is no longer in use. In that case, the contractor is not obliged to return ICT equipment to the client, or to arrange for payment for the ICT equipment if this has not yet taken place.
- 6.12 Contractor is free to resell, deliver / offer the ICT equipment sent in / sold by the client for waste processing or recycling.

## **Article 7 Payment conditions and guarantee**

- 7.1 Payment must be made within 14 days after the invoice date, unless otherwise agreed. Unless otherwise agreed, the client owes a payment of 4% per day, for each subsequent day, of the outstanding amount.
- 7.2 After the due date, the client is in default by operation of law and the contractor is entitled to charge the statutory rate. The client calculates the rate on the amount to be paid from the moment that the client is in default until the amount has been paid in full.
- 7.3 Contractor has the right to have the payments made by the client extend in the first place to deduct the costs, then to deduct the rate that has become due and finally to deduct the principal sum and the current rate. Contractor can, without being in default as a result, refuse an offer for payment if the client indicates a different order for the payment. Contractor can refuse full payment of the principal sum, if the vacant and accrued rate and collection charges are not also paid.
- 7.4 In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims of the contractor on the client are immediately due.
- 7.5 In the event of non-fulfillment of the conditions by the client, all costs incurred in order to be able to claim are for the client, both judicial and extrajudicial, whereby the latter costs amount to at least 15% of the amount of the outstanding claim (s).
- 7.6 Payment must be made in euros by means of a cash, giro or bank transfer and / or bitcoins into an account specified by the client.
- 7.7 The client offers a warranty with regard to the production, design and realization of a project. If it appears that the project, designed and realized by the client, does not work correctly or has been carried out as described in the quotation, the client will make adjustments without further costs. With regard to the term for warranty, reference is made to article 15.

## **Article 8 Retention of ownership**

- 8.1 All goods delivered by the contractor, such as designs, sketches, drawings, films, software and (electronic) files, become the property of the client, unless otherwise agreed.
- 8.2 If third parties impose an attachment on delivered goods to retention of title or if they wish to establish or assert rights thereon, the client and / or the contractor must inform each one of this as soon as can be expected.
- 8.3 The goods delivered by the contractor, which according to paragraph 1 of this article, are subject to retention of title, may only be resold in the context of normal business operations but may never be used as a means of payment.

## **Art 9 Intellectual property and copyright**

- 9.1 All intellectual property rights to the products and / or services developed or made available to the client on the basis of the agreement, including logos, texts, websites, software, data or other materials such as designs, documentation, reports, quotations and as well as preparative material thereof, will ultimately rest with the client.
- 9.2 All goods delivered to the client become the property of the client after the amount that the client owes the contractor on the basis of the agreement concluded between the parties has been paid in full to Contractor.
- 9.3 All goods delivered by the contractor to the client are intended for use by the client and may be reproduced, made public or brought to the attention of third parties with the prior consent of the contractor.
- 9.4 Unless the parties have explicitly agreed otherwise in writing, the contractor has the right to use the name of the client and the goods manufactured for the client for its own publicity and promotional purposes.
- 9.5 Contractor will transfer the copyrights to the individual elements with regard to own image creations, programming, texts, image concepts, etc. to the client. Contractor has the right to include his name on the website in a modest manner. The manner in which this attribution will take place will be determined in mutual consultation.
- 9.6 For the daily use of the website, the client is permitted, within the limits agreed in writing with the contractor, to make changes to the content of the databases, underlying pages and the tree structures.
- 9.7 With the prior written consent of the contractor, the client is permitted to make a variant or derivative of the design of the website or to apply or use (elements of) that design outside the website or the agreements made between the parties.

## **Art 10. Confidentiality and Confidential Information**

- 10.1 The Contractor will guarantee confidentiality as much as possible in the performance of the assignment. If necessary in the context of the assignment, the client grants permission to disclose data to third parties.
- 10.2 Contractor will carefully store all information and files received from the client during the term of the agreement and will take all reasonable measures to prevent unwanted access (for example by hackers) to this information.
- 10.3 Contractor will take all reasonable precautions to keep the confidential information secret and guarantees that its employees and other persons involved in the performance of the agreement under its responsibility will also comply with this obligation of confidentiality.
- 10.4 Contractor adheres to the requirements set by the Algemene Verordening Gegevensbescherming (General Data Protection Regulation) when processing personal data.
- 10.5 It may be that sensitive and / or special personal data are processed during the execution of the assignment. For the sake of certainty, the contractor will ask to give permission for the above, only when this is required in the case that other principles are not sufficient. By agreeing to the assignment, the client is deemed to have explicitly granted such permission.
- 10.6 The duty of confidentiality does not apply if the contractor is obliged to disclose the confidential information as a result of legislation and / or regulations or a court decision and cannot invoke a legal or a right of non-disclosure permitted by a court. This exception also applies to employees and other persons as referred to in the previous paragraph.
- 10.7 In the event of the end of the agreement, the contractor will delete all personal data in its possession and received from the client within a reasonable period of time in such a way that they can no longer be used and are no longer accessible.

## **Art 11 Suspension and termination**

- 11.1 The contractor is authorized to suspend the fulfillment of the conditions or to dissolve the agreement, if the client does not, not fully or not timely fulfill the conditions under the agreement, if after the conclusion of the agreement, circumstances that have come to the knowledge of the contractor give good grounds that the client will not fulfill the conditions, if the client is requested to deliver security for the fulfillment of his conditions under the agreement when the agreement is concluded and this security is not provided or is insufficient or if due to the delay on the part of the client can no longer be expected of the contractor to fulfill the agreement under the originally agreed conditions.
- 11.2 Furthermore, the contractor is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be assumed by the contractor. If the agreement is dissolved, the claims of the contractor on the client are immediately due. If the contractor suspends fulfillment of the conditions, it will retain its rights under the law and agreement.
- 11.3 If the contractor proceeds to suspension or dissolution, it is in no way whatsoever obliged to compensate damage and costs incurred in any way as a result.
- 11.4 If the dissolution is attributable to the client, the contractor is entitled to compensation for the damage, including the costs, resulting directly and indirectly (including the costs of third parties engaged) as well as to a compensation of 50% of the remaining part of the fee that the client would owe if the assignment was fully fulfilled.
- 11.5 If the client fails to fulfill his conditions arising from the agreement and this non-fulfillment justifies dissolution, then the contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation, while the client is obliged to pay compensation or compensation, due to breach of contract.
- 11.6 If the assignment is terminated prematurely for whatever reason, the client is no longer permitted to use the designs made available to him and any license granted to the client within the framework of the assignment will lapse.

## **Art 12 Liability**

- 12.1 Contractor has a best efforts obligation for accepted assignments. If the contractor should be liable, this liability is limited to what is regulated in this provision.
- 12.2 Contractor is not liable for damage, of whatever nature, arising because the contractor relied on incorrect and / or incomplete information provided by or on behalf of the client, or if the client approved the prototype, the proof-sheet or anything similar.
- 12.3 Contractor is only liable for direct damage, provided that mentioned damage is reported within one year of completion of the assignment. Indirect damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the declaration relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure answered, insofar as these can be attributed to the contractor and reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. Contractor is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.
- 12.4 If the contractor is liable for direct damage, this liability is limited to a maximum of the invoice amount and in any case the amount of the payment to be made by the insurer of the contractor in the appropriate case.
- 12.5 The client is obliged, if reasonably possible, to retain copies of the materials and data provided by him until the assignment has been completed. Failure to do so will invalidate the liability of the contractor.
- 12.6 The limitations of liability referred to in this article do not apply if the damage is due to intent or severe negligence on the part of the contractor or his supervisor subordinates.
- 12.7 If the contractor advises to engage a specific provider or other service provider for the functioning of the website, the contractor is not liable for any shortcomings of this provider or service provider.

### **Art 13 Force majeure**

- 13.1 The parties do not have to comply with an obligation if they are hindered by circumstances that cannot be attributed to fault, and - according to the law - even if a legal act or generally accepted belief is at their expense.
- 13.2 Force majeure means - in addition to what is understood by law and case law - all external causes, foreseen or unforeseen, on which the contractor cannot exert influence, but as a result of which it is unable to fulfill its obligations. Strikes in the company of the contractor, illness and / or incapacity for work are also included.
- 13.3 Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after he should have fulfilled his obligations.
- 13.4 Parties can postpone their obligations during the situation of force majeure. If the situation of force majeure lasts longer than two months, all parties may dissolve, without any obligation to pay compensation to the other party.
- 13.5 If at the time of force majeure the contractor has already partially fulfilled his obligations or will he be able to fulfill them, he may declare this part. The client will then pay this invoice as if it were a separate assignment.

### **Art 14 Security and responsibilities**

- 14.1 Contractor will make every effort to perform the services with due care, in accordance with the agreements and procedures laid down in writing with the client.
- 14.2 The client must take sufficient protective measures to protect its own information and data security, using for example, a virus scanner, firewall and periodic passwords.
- 14.3 The client is at all times responsible for the correctness of the stored data entered and used by the client.
- 14.4 The client guarantees to the contractor the correctness of all information that he or she provides to the contractor in the context of the work in the agreement that the contractor needs to be able to perform.
- 14.5 Contractor will carefully store and keep all information and files received from the client during the term of the agreement and will take all reasonable measures to prevent unwanted access to this information.
- 14.6 The functionalities, properties, characteristics, etc. of the to be developed website will be recorded in writing by the parties. The size of the contractors obligations is exclusively determined by what the parties have agreed in writing.

### **Art 15 Complaints and warranty**

- 15.1 The client must complain with regard to visible defects no later than 7 days after delivery via [info@staalwit.nl](mailto:info@staalwit.nl), failing which any claim against the contractor will lapse.
- 15.2 Complaints regarding invisible defects with regard to webshops must be made no later than 1 month after delivery of the service via [info@staalwit.nl](mailto:info@staalwit.nl). Defects found by the contractor will be remedied by the contractor free of charge.
- 15.3 If a complaint is justified, the delivered products or services will be adjusted or replaced in consultation 1 month after delivery [info@staalwit.nl](mailto:info@staalwit.nl)
- 15.4 Contractor reserves the right to make any crediting resulting from return shipments, after deduction of fifteen percent of the price of the returned products. Contractor will repair any material and manufacturing defects in the equipment, as well as in parts supplied by the contractor in the context of warranty or maintenance to the best of its ability, if these have been reported in detail to the contractor within that period.
- 15.5 The warranty obligation lapses if these errors are wholly or partly the result of incorrect, careless or incompetent use, external causes such as fire or water damage, or if the client changes the equipment or the parts without the permission of the contractor that have been delivered or applied by the contractor in the context of warranty or maintenance.
- 15.6 Work and costs of repair outside the framework of this guarantee will be charged by the contractor in accordance with the usual rates.

## **Art 16 Delivery and acceptance of the developed website**

- 16.1 Contractor must inform the client that the agreed work for the website has been completed and the website is ready for use.
- 16.2 The website is deemed to have been delivered in accordance with the agreement and to comply with the agreement, if it has been made available to the client ready for use, the client has checked the operation and the agreed specifications, properties, functionalities, etc. and the delivery statement or work order has been signed for approval by the client.
- 16.3 The website is also deemed to have been delivered in accordance with the agreement if the client has not submitted a complaint to the contractor within a test period agreed between the parties. If the parties have not agreed a test period, the website is also deemed to have been delivered in accordance with the agreement if the client has not made a complaint to the contractor within a period of 2 weeks after the notification referred to in paragraph 1.
- 16.4 If the parties have agreed on a test period or acceptance test and the client identifies defects, errors, imperfections, etc., the client must inform the contractor about this in writing and in detail. In that case, the contractor will repair the reported defects, errors, imperfections, etc. within a reasonable period of time after notification. Such a repair will be carried out free of charge, unless there are user errors on the part of the client or other causes that cannot be attributed to the contractor. Recovery of any lost data is not included free of charge, unless the parties have explicitly agreed otherwise in writing.
- 16.5 Work not yet performed or not yet completed by third parties engaged by or on behalf of the client, which influence the proper use of the website, will not affect the completion thereof.
- 16.6 If the client wishes to have changes made to the website after completion, this will be regarded as additional work.
- 16.7 In the event that the client finds defects, errors, imperfections to the website after the completion or repair period, the provisions of the complaint article included in these general terms and conditions apply.
- 16.8 During web development 1 revision round is possible and with regard to the development of the logo there are 2 revision rounds. After delivery, complaints can be made within 30 days. Changes that fall outside of revision rounds are regarded as additional work. This will then be invoiced as an additional order.

## **17 Applicable law and choice of domicile**

- 17.1 These general terms and conditions, as well as the agreement, are subject to Dutch law. Dutch law applies to every assignment between the contractor and the client. Even if an obligation is fully or partially performed abroad or when the client lives or is established abroad.
- 17.2 These terms and conditions have been filed with the Chamber of Commerce (KvK) where the contractor registered. The most recently filed version or the version that applied at the time the assignment was concluded, is always the valid version. Client is responsible for inspection at the Chamber of Commerce (KvK) for this purpose. Changes to the general terms and conditions will be reported on Facebook, the client is responsible for this, after reporting on Facebook to make sure that they can be inspected at the Chamber of Commerce (KvK).
- 17.3 All disputes arising as a result of the agreement or these general terms and conditions will be subjected to the judgment of the district court in Amsterdam.