



GENERAL TERMS AND CONDITIONS

Article 1 General

In these General Terms and Conditions, the following terms are used as defined below:

Client: The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the service.

Supplier: The party who will perform the assignment, Anne-Marijn Bogers.

Article 2 Offers and/or Quotations

Offers and/or quotations are valid for two weeks. Offers and/or quotations expire after this period.

Supplier cannot be held to its offers and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance differs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, the Supplier is not bound by the offer and/or quotation. The contract then does not come into being in accordance with this differing acceptance, unless the Supplier indicates otherwise.

Article 3 Termination

Both parties are entitled to terminate the contract at any time, with a cancellation notice period of one month, unless the reasonableness opposes against the termination on this period.

Article 4 Assignment definition

The Client is responsible for defining the assignment, the work resulting from the assignment and the amount of hours that are required to fulfil the assignment to the best of its knowledge of the Supplier. The amount of hours will be determined in the assignment agreement. Both parties will prior to and during the assignment agree if the assignment can still be carried out within the agreed amount of hours and period.



Article 5 Amendments & additional work

Both parties may agree during the assignment that the approach and scope of the contract and the resulting work will be amended or forms additional work.

If, during the implementation of the contract, it becomes apparent that it's necessary to amend or supplement the assignment to ensure its proper implementation, the Supplier will inform the Client of this as soon as possible. In this case the parties will amend the contract in a timely manner and in mutual consultation.

If the amendment or supplementation of the contract will have financial, quantitative and/or qualitative consequences, then the Supplier will inform the Client of this in advance where possible.

If a fixed Honorarium, price and/or fee is agreed, then the Supplier will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Supplier will attempt, as far as possible, to issue a quotation in advance.

The Supplier may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to the Supplier.

Amendments to the contract originally entered into between the Client and the Supplier are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended contract.

The Supplier will charge the hourly fee that is determined in the assignment agreement for the additional work, unless agreed otherwise. Before the Supplier shall perform additional work, the Client shall be informed in advance.

Article 6 Implementation periods

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

Article 7 Remuneration, billing and payment

At the conclusion of the contract, there may be set an hourly fee or a fixed honorarium. The remuneration is determined in the assignment agreement. The agreed fees are always exclusive VAT, unless agreed otherwise.

Billing takes place on a monthly basis at the end of each month, unless agreed otherwise.

Payment of the invoice must be made within 30 days of the invoice date.

Objections to the amount of the invoice do not have the effect of suspending the payment obligations.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.



After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. From the moment of default the Client has to bear on the immediately claimable amount an interest at the rate of 2% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Supplier and the obligations of the Client towards Supplier are immediately claimable.

Article 8 Liability

The execution of the assignment is entirely at the risk and responsibility of the Client. The Supplier is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of the Supplier.

The Supplier is not liable for indirect damage, defined as: consequential damage, loss of profit, lost savings, expenses arising from a conviction in legal costs, interest and/or expenses that are incurred through delay, damage arising as a result of inadequate cooperation and/or information of the Client, and/or damages arising as a result of non-binding information or advices given by the Supplier.

The Supplier is not liable for damage or destruction of documents during transport or shipping by mail, regardless whether the transport or shipment is made or is on behalf of the Client, Supplier or third parties.

If the Supplier is liable for any damage, then the liability of the Supplier is limited to an amount of € 1000,- or to the amount to which the insurance taken out by the Supplier gives entitlement, with the deduction of the policy excess borne by the Supplier under the terms of the insurance.

The Client must report the damage for which the Supplier can be held liable to the Supplier as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against the Supplier expires within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Article 9 Guarantee

The contract between the Contactor and the Client leads to an obligation to perform to the best of one's ability and not to an obligation to guarantee a certain result. The Supplier guarantees that the work carried out by it will be conform with the contract and will be properly carried out.



Article 10 Force of majeure

In the case of force majeure the delivery and other obligations of the Supplier will be suspended. In this event the Supplier is obliged to deliver as soon as reasonably possible, if this still applies. Force majeure is defined as: unforeseen circumstances relating to persons and/or materials including: government measures, business, traffic or transport failures, failures in the delivery of the goods, raw materials and/or devices, sickness of the Supplier or other deployed employers, restrictions by third parties, technical complications caused by both parties.

Article 11 Amendment of the general terms and conditions

Supplier is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contracts that are already concluded.

Supplier will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Article 12 Scope & applicable law

Dutch law is exclusively applicable to all legal relationships to which Supplier is a party.

These General Terms and Conditions apply to every offer, quotation and contract entered into between Supplier and the Client, unless the General Terms and Conditions are departed from by the parties explicitly and in writing.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Supplier and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Disputes between Supplier and the Client will only be submitted to the competent court in the Netherlands, unless the law mandatorily prescribes otherwise.