

## GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of Vink Web Development & ICT Solutions (hereinafter referred to as "Vink"), a company with address De nieuwe engel 7, Amersfoort. Vink is registered with the Chamber of Commerce under number 82875183.

### Definitions

In these General Terms and Conditions, the following terms have the following meaning, unless explicitly stated otherwise:

**General Terms and Conditions:** these general terms and conditions as mentioned below.

**Company:** the Other Party acting in the exercise of a business or profession.

**BW:** the Civil Code.

**Assignment:** All activities, in whatever form, that Vink performs for or for the benefit of the Other Party.

**Distance services:** an agreement concluded between Vink and the Other Party within the framework of an organized system for distance services in which up to and including the conclusion of the agreement exclusively or partly use is made of one or more techniques for distance communication;

**Service:** All activities, in whatever form, that Vink performs for or for the benefit of the Other Party.

**Agreement:** Any agreement concluded between Vink and the Other Party.

**Other party:** the Company that has accepted these General Terms and Conditions and has ordered the provision of a Service.

Unless the General Terms and Conditions expressly provide otherwise, in the interpretation of the General Terms and Conditions, the singular is deemed to include the plural and vice versa and a reference to a male form is also deemed to include a reference to a female form and vice versa.

### Applicability

1. These General Terms and Conditions apply to every quotation and Agreement concluded between Vink and the Other Party, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions apply as well as to agreements with Vink, for the execution in which third parties must be involved.
3. The applicability of general terms and conditions of the Other Party is explicitly rejected.
4. Deviations from the General Terms and Conditions Agreement are only valid if they have been expressly agreed in writing between the parties.

### Offered

1. All quotations where the contrary is not explicitly stated, are considered a non-binding offer and can always be withdrawn, even if they contain a period for acceptance. Quotations can also be withdrawn in writing by Vink within seven days of receipt of acceptance, in which case no agreement has been concluded between the parties.
2. All offers from Vink are valid for 7 days, unless stated otherwise.
3. Vink cannot be held to its quotations if the Other Party should have understood, on the basis of reasonableness and fairness and generally accepted views, that the quotation or part thereof contains an obvious mistake or error.
4. If the acceptance deviates, whether or not on points, from the offer included in the offer, Vink is not bound by it. The Agreement will not be concluded in accordance with this deviating acceptance, unless Vink indicates otherwise.

### **Conclusion of the agreement**

1. The Agreement is concluded by acceptance by the Other Party of Vink's offer.
2. Quotations can only be accepted in writing (including by electronic means). Vink is nevertheless entitled to accept an oral acceptance as if it had been made in writing.
3. When Vink receives an order confirmation from the Other Party, an Agreement between the parties is concluded, or at the moment that Vink actually starts the execution.
4. The Agreement replaces, and replaces, all previous proposals, correspondence, agreements or other communication, made in writing or orally.

### **Execution of the agreement**

1. The Agreement is executed by Vink to the best of his knowledge and ability, in accordance with the requirements of good craftsmanship. The application of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
2. Vink determines how and by which person(s) the Assignment is added. Vink is entitled to have certain activities carried out by third parties.
3. Vink is entitled to execute the Agreement in phases. If the Agreement is executed in phases, Vink has the right to invoice each executed part separately. If and as long as this invoice is not paid by the Other Party, Vink is not obliged to execute the next phase and they have the right to suspend the Agreement.

### **Changes and additional work**

1. If during the execution of the Agreement it appears that it is necessary for proper execution to amend or supplement the Agreement, Vink will inform the Other Party as soon as possible. The parties will then amend the Agreement in a timely manner and by mutual agreement.
2. If the parties agree that the Agreement will be amended/supplemented, the time of completion of the execution may be affected. Vink will inform the Other Party as soon as possible.
3. If the amendment or addition to the Agreement will have financial, quantitative qualitative consequences, Vink informs the Other Party in advance.
4. If a fixed rate or fixed price has been agreed, Vink will indicate to what extent the change/addition to the Agreement affects the rate/price. Vink will try to make a quotation in advance as far as possible
5. Vink will not be able to charge any additional costs if the change/addition is the result of circumstances that can be attributed to Vink
6. Changes to the originally concluded Agreement between the parties are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended Agreement.

### **Obligations of the Other Party**

1. The Other Party shall ensure that all data, instructions, materials and/or equipment that Vink indicates are necessary or which the Other Party should reasonably understand to be necessary for the execution of the Agreement, are available in a timely manner. The Other Party must also grant Vink access and all powers and authorizations necessary to carry out the Assignment properly.
2. The Other Party is responsible for (the use of) the equipment and software in its organization, as well as for the control and security procedures and adequate systems management.

3. If it has been agreed that the Other Party will make software, materials or data available on information carriers, these will comply with the specifications necessary for the execution of the necessary specifications.
4. Vink is not liable for damage of any kind, because Vink has relied on incorrect incomplete data provided by the Other Party, unless this inaccuracy or incompleteness should have been known to Vink.
5. If the materials provided by the Other Party are protected by the intellectual property, the Other Party guarantees that it has the required licenses.
6. The Other Party must refrain from conduct that makes it impossible for Vink to carry out the Assignment properly.
7. If work is carried out by Vink or third parties engaged by Vink in the context of the Assignment at the location of the Other Party or a location designated by the Other Party, the Other Party shall take care of the reasonably desired facilities free of charge.
8. If the Other Party has not fulfilled its obligations, as included in this article, Vink has the right to suspend the execution of the Agreement in accordance with the usual price or rates.

### **Installation equipment**

1. If agreed, Vink will install or have the equipment installed.
2. In all cases, the Other Party will provide an appropriate installation place with all necessary facilities, such as cabling and telecommunications facilities, for delivery of the equipment. Vink will, if desired, make a quotation to the Other Party regarding the construction of these facilities.
3. The Other Party will give Vink access to the place of installation for the execution of the necessary work.

### **Praise**

1. Unless explicitly agreed otherwise, the prices and rates indicated by Vink are always exclusive of VAT.
2. The prices and rates do not include shipping, travel, accommodation, other expenses, unless otherwise agreed.
3. If there is no explicit rate, the rate will be determined on the basis of the hours actually spent and the usual rates of Vink.
4. Vink will provide the Other Party with a statement of all additional costs in good time before the conclusion of the Agreement (1061 or provide data on the basis of which these costs can be charged to the Other Party.
5. If Vink agrees on a price or fixed rate at the conclusion of the Agreement, Vink is entitled to increase this, even if the price or the rate was originally given separately subject to change.
6. In the event that Vink intends to change the price or the rate, it will inform the Other Party as soon as possible.
7. If the increase in the price or rate takes place within three months after the conclusion of the Agreement, the Other Party may dissolve the Agreement by means of a written statement, unless:
  - a. The increase results from one or a liability on Vink under the law;
  - b. The increase is due to an increase in the price of raw materials, taxes, production costs, exchange rates, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the Agreement;
  - c. Vink is still willing to execute the Agreement on the originally agreed; or
  - d. It is stipulated that the execution will be carried out more than three months after the conclusion of the Agreement.

## **Payment**

1. Payment is made by means of transfer to a bank account by Vink, unless otherwise agreed.
2. Vink will send an invoice for the amounts owed by the Other Party. The payment term of each invoice is 14 days after the date of the relevant invoice, unless otherwise indicated on the invoice or otherwise agreed.
3. Invoicing takes place monthly, unless otherwise agreed.
4. Vink and the Other Party may agree that payment in instalments is in proportion to the progress of the work. If payment has been agreed in instalments, the Other Party must pay according to the terms and percentages as laid down in the Agreement.
5. Unless otherwise agreed, a deposit of 50% must be made on the total costs after the first setup of the website. In principle, the website will be placed in a temporary place on the Internet. After the website has been completed, the remaining amount will be invoiced. Upon receipt of the amount, the website will be placed on the internet at its final location.
6. Objections to the amount of the invoice do not suspend the payment obligation of the Other Party.
7. The Other Party is not entitled to deduct any amount due to a counterclaim made by it.
8. In the event of non-payment or late payment, the Other Party is in default by operation of law without notice of default. The Other Party will then owe the statutory commercial interest until the day of full payment, whereby interest is calculated over a part of the month over a month.
9. A payment made by the Other Party is intended instead to be deducted from all interest and costs owed and finally from due and payable invoices that have been outstanding for the longest time, even if the Other Party states that the payment relates to subsequent invoices.
10. If the Other Party is in default or in default in the (timely) fulfilment of its obligations, all reasonable costs for payment out of court will be borne by the Other Party.
11. With regard to extrajudicial law, Vink is entitled to compensation of 15% of the total outstanding principal sum with a minimum of €65 for any invoice that has not been paid in whole or in part.
12. In the event of bankruptcy, suspension of payment, liquidation, total attachment of assets, death or receivership, Vink's claims and the obligations of the Other Party towards Vink are immediately due and payable.
13. Any reasonable judicial costs and execution costs incurred will also be borne by the Other Party.

## **Complaints**

1. The Other Party must examine the Assignment at the time of the execution, but in any case within 7 days after execution, whether the executed Assignment complies with the Agreement.
2. Complaints should be reported in writing to Vink within 7 days after the execution of the (h)gestation.
3. The right to (partial) refund of the price, replacement or compensation will lapse if the complaint is not reported within the stipulated period, unless the nature of the Assignment or circumstances of the case result in a longer period.
4. The payment obligation will not be suspended if the Other Party informs Vink of the complaint within the stipulated period.

## **Delivery**

1. If a term has been agreed or specified for the delivery, then this period is only indicative and never too a fatal term, unless explicitly agreed in writing.
2. Vink is not liable in the event of harmful consequences for the Other Party for exceeding delivery periods, unless there is intent or gross negligence on the part of Vink.

3. If Vink needs data, materials or instructions from the Other Party that are necessary for the delivery, the delivery time starts after the Other Party has provided it to Vink.
4. For the agreed delivery periods, Vink is not in default by operation of law after the expiry of this. This requires a further written notice of default, whereby Vink will be granted a period of at least 14 days to fulfil its obligations.
5. A notice of default is not required if the delivery has become permanently impossible or has otherwise shown that Vink will not comply with its obligations under the Agreement. If Vink does not deliver within this period, the Other Party has the right to dissolve the Agreement in accordance with Article 265 Book 6 of the Dutch Civil Code.

### **Maintenance**

1. After the delivery and acceptance by the Other Party, the Other Party can conclude a maintenance agreement. If the Other Party wishes maintenance to be carried out after delivery, Vink will apply separate prices and/or rates for this.
2. Both the Other Party and Vink have the right to terminate the maintenance agreement. The maintenance agreement can be cancelled annually with due observance of a notice period of 2 months and must be done in writing
3. The costs associated with such an agreement must always be paid in advance for one year.

### **Force majeure and unforeseen circumstances**

1. A shortcoming cannot be attributed to Vink or the Other Party, since the shortcoming is due to his fault, nor is law, legal act or generally prevailing views for his account. In this case, the parties are also not obliged to comply with the obligations arising from the Agreement.
2. In the General Terms and Conditions, force majeure is understood, in addition to what is provided for in that area in the law and jurisprudence, all external causation<sup>CE1</sup>, foreseen or not foreseen, over which Vink cannot exert influence and which prevent Vink from fulfilling the obligations.
3. Force majeure trap Vink is in any case understood to mean:
  - a. Strikes;
  - b. Traffic disruptions;
  - c. Government measures that prevent Vink from fulfilling its obligations in a timely or proper manner;
  - d. Riots, riots, war;
  - e. Traffic;
  - f. Lack of labor;
  - g. Extreme weather conditions; fire;
  - h. In-, out- Transit bans; and/or
  - i. Any circumstance that impedes normal course in the company as a result of which the fulfilment of the Agreement by Vink may not reasonably be required by the Other Party.

### **Termination of agreement**

1. The parties may terminate the Agreement at any time by mutual consent.
2. The parties can terminate the Agreement in writing in the interim with a notice period of 14 days.
3. The parties may terminate the Agreement in writing with immediate effect, in the event of:
  - a. Application by or granting of suspension of payment to the other party;
  - b. Application for bankruptcy by or declaration of bankruptcy of the other party; or
  - c. Liquidation of the other party or non-temporary cessation of the other party's business.

4. If the Agreement is dissolved, Vink's claims against the Other Party are immediately payable. If Vink suspends the fulfilment of the obligations, it retains its claim under the law and agreement. Vink always reserves the right to claim damages.

## **Liability**

1. Vink is only liable for direct damage caused by gross negligence or intent on the part of Vink, for more than the amount that the insurer pays Vink or up to once the amount stated in the invoice.
2. Direct damage is understood to mean only:
  - a. Reasonable costs to determine the cause of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
  - b. Reasonable cost<sup>€1</sup> made to have Vink's defective performance comply with the Agreement, to the best of which can be attributed to Vink; or
  - c. Reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to direct damage as referred to in the Conditions.
3. Vink is never liable for indirect damage, including consequential damage, lost profit, missed savings, damage due to business stagnation, damage as a result of providing defective cooperation and/or information from the Other Party, damage due to information or advice without obligation by Vink, the content of which is not explicitly part of the Agreement and all damage that is not covered by the direct damage within the meaning of these general terms and conditions.
4. Vink is never liable for errors in the material provided by the Other Party or for misunderstandings or errors with regard to the execution of the Agreement if they find their cause or cause in actions of the Other Party, such as the failure to provide complete, sound and clear data/material in a timely manner or not.
5. Vink is never liable for errors, if the Other Party has given approval at a time, or has been given the opportunity to carry out an inspection and has indicated that it does not need such an inspection.
6. The limitations of liability laid down in this article are also stipulated on behalf of the third parties engaged by Vink for the execution of the Agreement, Vink is never liable for damage caused by shortcomings of these engaged third parties.
7. Vink is not liable for damage or nullification of documents during transport or during shipment by post, regardless of whether the transport or shipment is carried out by or on behalf of Vink, the Other Party or third parties.

## **Secrecy**

1. Both parties are obliged to maintain the confidentiality of all confidential information they have obtained from each other or from other sources under the Agreement. Information shall be considered confidential if this has been communicated by the party or if this results from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
2. If, on the basis of a legal provision or a court ruling, Vink is obliged to provide confidential information to third parties designated by law or the competent court, Vink can invoke a legal or legal right of change recognized or permitted by the competent court, Vink is not obliged to pay compensation or compensation and the Other Party is not entitled to dissolve the Agreement on the basis of any damages. , this causes it.
3. Without prejudice to the foregoing, Vink is entitled to include the name of the Other Party on the list of relations, which is published on the or through other expressions to third parties, unless otherwise agreed.

## **Protection**

1. The Other Party indemnifies Vink to the extent permitted by law, with regard to liability towards one or more third parties, which arose from and/or is related to the execution of the Agreement, regardless of whether the damage caused by Vink or by its auxiliary goods or products delivered or delivered. Services have been caused or inflicted.
2. In addition, the Other Party indemnifies Vink, to the extent permitted by law, against all claims of third parties in connection with any infringement of intellectual property rights of these third parties.
3. The Other Party is always obliged to make every effort to limit the damage.

## **Intellectual**

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, documentation, advice, reports, (electronic) information and preparatory material thereof (collectively "IP Material") developed or made available in the context of the execution of the Agreement are solely vested in Vink or its licensors.
2. The Other Party only acquires any rights and powers with regard to the IP Material arising from the Agreement and/or which are expressly granted in writing.
3. The Other Party has a duty of confidentiality, and is obliged to handle confidentially, with regard to available IP Material, since this contains confidential information and trade secrets of Vink or its licensors.
4. The Other Party is not permitted to transfer any acquired right or authority with regard to the IP Material to days subject to the prior written consent of Vink.
5. The Other Party is not permitted to remove or change any indication regarding intellectual property rights such as copyrights, trademark rights or trade names from the IP Material, unless otherwise agreed.
6. Subject to the General Terms and Conditions, the Other Party is entitled to correct errors in the delivered IP material, if this is necessary for the intended use thereof resulting from the nature of the IP material. Errors are understood to mean failure to comply with the functional specifications made known in writing by Vink and, in the event of a fall, custom software, to the explicitly agreed functional specifications. An error is often the case if it can be proven and reproduced. The Other Party is obliged to immediately report errors to Vink.
7. It is Finch to take technical measures to protect the IP Material. If Vink has secured the IP Material by means of technical means, the Other Party is not permitted to remove or evade this security.
8. Any reproduction, use or disclosure by the Other Party of the IP Material that falls outside the scope of the Agreement or rights and powers granted is considered a violation of Vink's intellectual property rights.
9. There will be no violation of the intellectual property rights, if the Other Party has received explicit written permission from Vink for the exploitation, reproduction, use or disclosure of the IP Material that falls outside the scope of the Agreement or rights and jurisdiction.
10. Vink takes care of spare copies of e-mails, websites and databases explicitly stated otherwise on the van Vink otherwise agreed. However, Vink bears no responsibility for any data and the resulting damage. However, the spare copies are for their own preservation. The Other Party must also guarantee important information itself.
11. All IE Material developed by Vink for the execution of the Agreement can be used by Vink for its own promotional purposes, unless otherwise agreed with the Other Party.

## **Privacy**

1. Vink respects the privacy of the Other Party. Vink processes all personal data provided to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Other Party agrees to this processing. Vink applies appropriate security measures to protect the other party's.
2. Vink uses the personal data of the Other Party exclusively in the context of the execution of the Agreement or the handling of a complaint.
3. For more information about privacy, please refer to privacy statement which can be viewed on the Vink website

## **Expiry date**

By way of derogation from the statutory limitation periods, all claims and/or powers that the Other Party has against Vink and/or against the third parties engaged by Vink shall be subject to a limitation period of one year from the moment when a fact arises that the Other Party can use these rights and/or powers towards Vink and/or any third parties engaged by Vink.

## **Transfer**

1. The Other Party is not permitted to transfer to third parties any rights arising from the Agreement without the written permission of Vink.
2. Vink is entitled to attach conditions to this permission.

## **After-effects**

The provisions of the General Terms and Conditions and the Agreement, the intention of which is expressly or by their nature that they remain in force even after termination of this Agreement, will remain in force afterwards and the parties will continue to bind both parties.

## **Remaining**

1. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such derogations with regard to legal relationships entered into later.
2. The administration of Vink is, subject to proof to the contrary, as proof of the requests made by the Other Party. The Other Party acknowledges that electronic communication can serve as proof.
3. If and to the extent that any provision of the General Terms and Conditions is already annulled or destroyed, the other provisions of these General Terms and Conditions the Agreement will remain in full force and effect. Vink will then adopt a new provision to replace the void/annulled provision, taking into account as far as possible the scope of the void/annulled provision.
4. The place of performance of the Agreement shall be deemed to be the place where Vink is established.

## **Applicable law and choice of forum**

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, are governed in all respects by Dutch law.
2. All disputes between Vink and the Other Party, which may arise as a result of an Agreement and/or the General Terms and Conditions, or of agreements resulting therefrom, will initially be settled by the competent court of the Central Netherlands District Court.