

Dutch IT Supplier Terms and Conditions

This document includes the general terms and conditions for the provision of Services and/or Products (hereinafter: Terms) by the Supplier to business customers. These Terms and Conditions apply to all Agreements and to all (legal) acts between the Supplier and the Customer, even if those (legal) acts should not lead to, or are not related to, an Agreement. Notwithstanding the applicability of the Supplier's Terms of Use, and unless expressly agreed otherwise in writing or electronically, the applicability of other general terms and conditions is excluded. In the event of a conflict between the text of the Website, advertisements or any other expression of the Supplier and these Terms, the Terms shall prevail. The Agreement to which these Terms apply may contain provisions that deviate from the provisions in these Terms. In such cases, the provisions of the Agreement shall apply.

Article 1 - Definitions

In these Terms, the terms with a capital letter are defined as follows:

Customer: the natural or legal person with whom the Supplier concludes or wishes to conclude the Agreement, or for whom the Supplier makes an offer or makes a delivery or performance, as well as its successor(s).

Service: any activity to be performed by the Supplier under the Agreement as well as all materials and results produced therein that are intended for the Customer;

Form: written and/or electronic document containing a further specification of the Service or Product and/or with which an order for the Service or the Product is placed or with which the Service or the Product is ordered or reserved;

Supplier: the entity that makes Products and/or Services available or provides information about them or with whom the Customer has concluded an Agreement with regard to those Products and/or Services, namely Dutch IT Supplier, established in Woerden, the Netherlands, or its successor(s);

Agreement: the agreement between the Customer and the Supplier consisting of the Terms, as well as the Form and/or any other provision or expression declared applicable to the legal relationship between the Parties in accordance with the Terms and Conditions;

Party: any Party to the Agreement;

Product: any product offered, delivered or delivered by the Supplier under the Agreement or product equivalent to that on the basis of traffic perceptions, including software;

Terms and conditions: these terms and conditions.

Website: Supplier's website: <https://dutch-it-supplier.com/>

Article 2 - Amendments and additions

1. These terms and conditions apply to all (legal) valid acts between supplier and customer, including offers, orders and/or agreement.
2. Notwithstanding the applicability of the supplier's terms of use as stated on the website and unless expressly agreed otherwise in writing or electronically, the applicability of any general

terms and conditions on the part of the customer is expressly excluded.

3. Amendments to and additions to any provision in an Agreement and/or the Terms are only valid if they are made in writing and/or electronically and can only be proved with it.

Article 3 - Communication

1. Any communication between the Supplier and the Customer may be made electronically, except in so far as the Terms and/or the Agreement and/or the law deviate from this.
2. The version of the communication in question stored by the Supplier shall be considered as proof thereof, subject to proof to the contrary by the Customer.
3. Electronic communications shall be deemed to have been received on the day of dispatch, unless proven otherwise by the recipient. If the communication has not been received as a result of delivery and/or accessibility problems related to the Customer's email box, this is at the risk of the Customer.

Article 4 - Conclusion of the Agreement

1. Supplier's expressions, including images, drawings, declarations of capacities, specifications, schedules, prices, price lists, material lists, brochures and other information relating to Services and/or Products are indicative and only count as an invitation to make an offer.
2. Each Agreement is entered into under the suspensive condition of sufficient availability of the relevant Products and/or Services.
3. The Agreement is concluded by the Supplier's confirmation of the Customer's order, or by the start of the execution of the order by the Supplier. Confirmation can be done electronically (e.g. by e-mail or by whatsapp or similar technologies) or in writing. The order confirmation is deemed to represent the agreement correctly and completely, unless the Customer objects to this in writing or electronically within three working days of receipt of the order confirmation.
4. The Supplier has the right to attach conditions to the execution of an order, such as, for example, requesting a deposit or prepayment, or other security, and can refuse an order from the Customer without giving any reason.

Article 5 - Prices and payment

1. The Customer pays the price stated in the Agreement for the Products or Services ordered by the Customer. Payment shall be made in the manner indicated by the Supplier in the Form, without prejudice to the provisions of Article 5.6.
2. Prices are in euros, excluding VAT, other government levies and shipping costs. The prices stated on the Website or in advertising can be changed without prior notice.
3. The price stated in the quotation is binding, unless there are circumstances between the time of ordering and the time of delivery that increase the cost price of the ordered Products. In that case, the Supplier is entitled to increase the prices accordingly. Such a price increase gives the Customer the right to dissolve the Agreement.
4. If the Customer has opted for payment against invoice and the Supplier offers this possibility, the Customer

must pay within 8 days after receipt of the invoice, unless a different period is stated on the invoice. Invoices sent by post are deemed to have been received within 2 days after postmark by Customers in the Benelux and within 5 days after postmark for Customers in other countries, unless proven otherwise by the recipient.

5. Unless expressly agreed otherwise in writing, payment will be made without set-off or suspension for any reason.
6. All that the Customer pays first of all to pay the interest due and/or(recovery)costs and then to pay the oldest outstanding invoices.
7. In the event of late payment, the Supplier has the right: (1) without the need for a notice of default or notification, to charge the statutory commercial interest on the full amount due from the date on which payment should have been made until the date on which the amount due was received by the Supplier, plus a surcharge of 3% on an annual basis; and (2) after notice of default, transfer the claim for collection to a third party. The Customer will reimburse all costs that the Supplier and this third party must incur in order to collect the amount due, including costs of legal assistance, litigation costs and extrajudicial costs, with a minimum of €175,- including VAT, or if this is higher, a minimum of 15% of the outstanding sum. A notice of default may be sent electronically if the Customer has opted for electronic payment or payment has been made after receipt of an electronic order confirmation.

Article 6 - Retention of title

1. All Products supplied by the Supplier remain the property of the Supplier or its suppliers until the amount due under the Agreement in respect of those Products has been paid in full, including any interest and collection costs due.
2. The Customer is obliged to keep the delivered Products of which ownership rests with the Supplier separately or otherwise stored individually.
3. The Customer is obliged to insure the delivered Products whose ownership rests with the Supplier and to keep them insured against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection at the request of the Supplier.

Article 7 - Delivery

1. All approximately delivery deadlines mentioned by the Supplier are given and have been established on the basis of data and circumstances known to the Supplier at the time of entering into the Agreement. Specified delivery times are never fatal deadlines. If a change in the data and/or circumstances, regardless of their foreseeability, results in a delay, the delivery date will be abandoned accordingly, without prejudice to what is stipulated in the Conditions regarding force majeure.
2. Exceeding the delivery periods specified by the Supplier, for whatever reason, never entitles the Customer to compensation or non-fulfilment of any obligation on him under the relevant Agreement or a related agreement.
3. Cancellation of orders can only be done after written or electronic confirmation from the Supplier. In the event of cancellation, the Supplier has the right to charge at least 25% of the agreed price of the Products; this is

without prejudice to the Supplier's right to claim damage suffered (e.g. lost profits).

4. The customer undertakes to ensure that at the time of the (partial) delivery of the order someone is present to receive the goods. If products prove not to be deliverable, the costs that may result from this, namely additional shipping costs, administration costs and/or restocking costs, may be charged to the Customer. Articles 5.4 and 5.7 apply to the payment of these costs.

Article 8 - Advertising

1. The Customer is obliged, after the Customer has made sure that the delivered product is the right one, to inspect the Products for defects immediately after delivery. Any complaints relating to the delivered Products will only be processed by the Supplier if they have been made known within 8 working days after delivery, stating precisely the nature and basis of the defects and with reference to the number of the invoice or, failing that, the shipping note or order confirmation. After the expiry of this period, the Customer is deemed to have approved the delivered goods.
2. Complaints about invoices must be submitted in writing or electronically within a period of 8 working days after the invoice date. After the expiry of this period, the Customer is deemed to have approved the invoice.
3. Minor deviations in the quality of the Delivered Products, which are technically unavoidable or generally permitted in trade, cannot give rise to grounds for advertising or for dissolution of the Agreement.
4. Only Products that are complete, in unopened and undamaged condition and in their original packaging, without (printed) adhesive tape and without written text on the packaging, can be returned. The Customer bears all responsibility for the Products that are returned. Except in the event of a clear error by the Supplier, the costs for return shipment are borne by the Customer and the Supplier has the right to charge a fee for handling the returned Products.
5. Exclusion of advertising is possible for Products anyway:
 - a. created by the Supplier in accordance with the Customer's specifications;
 - b. which are clearly personal in nature;
 - c. which, by their very nature, cannot be returned;
 - d. the price of which is subject to fluctuations in the financial market over which the Supplier has no influence;
 - e. for audio and video recordings whose seal has been broken after delivery.
 - f. computer software, including licenses and license contracts that have been registered.

Article 9 - Services

1. The Supplier will make every effort to perform Services with care, where applicable in accordance with the agreements and procedures laid down in writing with the Customer.
2. If it has been agreed that a Service takes place in phases, the Supplier is entitled to postpone the commencement of the services that belong to a next

- phase until the Customer has approved the results of the preceding phase in writing.
3. Only if this has been explicitly agreed in writing, the Supplier is obliged to follow timely and responsibly given instructions from the Customer in the execution of the service. Supplier is not obliged to follow instructions that alter or supplement the content or scope of the agreed Service; however, if such instructions are followed, the relevant work will be reimbursed in accordance with the prices applicable to this at the Supplier.
 4. Supplier is always entitled to replace the person providing the Service with one or more other persons with the same qualifications.
 5. The Supplier has the right to adjust its rates every six months to the changes in the CBS index for collectively agreed wages, category business services, multiplied by a factor of 4, or otherwise if this is reasonable in the opinion of the Supplier.
 6. Rates for Services apply to regular working hours. The following working hours are considered non-regular working hours and have the following increases:
 - a. Working days from 09:00 to 17:00 – 100%
 - b. Working days from 17:00 to 24:00; Saturdays from 09:00 to 17:00 – 150%
 - c. Working days from 00:00 to 09:00; Saturdays from 00:00 to 09:00; Saturdays from 17:00 to Mondays 09:00; Recognized holidays – 200%
 7. For the performance of Services longer than eight hours on a working day, after 8.5 hours worked, a surcharge of 50% applies to the rates applicable to the relevant hours.
 8. The Customer is responsible for the use and application in its organisation of the equipment, software and services to be provided by the Supplier, as well as for the control and security procedures and adequate system management.
 9. If data necessary for the execution of the Agreement are not available to the Supplier, in time or not in accordance with the agreements or if the Customer otherwise does not comply with its obligations, the Supplier is in any case entitled to suspend the execution of the Agreement and has the right to charge the resulting costs according to its usual rates.
 10. In the event that Employees of the Supplier perform work at the Customer's location, the Customer shall provide the facilities reasonably desired by those employees free of charge. The Customer indemnifies the Supplier against claims from third parties, including employees of the Supplier, who suffer damage in connection with the execution of the agreement that is the result of the actions or omissions of the Customer or of unsafe situations in his organization.

Article 10 - Warranty

1. The warranty with regard to the Products and/or Services provided by the Supplier is limited, both in terms of its content and duration, to the warranty granted by the manufacturer.
2. The Customer is only entitled to a guarantee vis-à-vis the supplier if and insofar as the Supplier is still guaranteed by the Supplier supplier or the manufacturer.

3. Any warranty obligation lapses if the Customer himself makes or has carried out changes or repairs to the delivered goods, if errors have occurred as a result of lightning, fire or water damage, or by other external causes or calamities, by neglect or in case of damage(s) that are not the result of normal use.

Article 11 - Liability

1. The Supplier is never liable for any indirect damage of the Customer or third parties, including consequential damage, lost turnover and profit, loss of data and intangible damage, related to or arising from the Agreement or the use by the Customer of the Products or Services.
2. Without prejudice to what is stipulated in the Agreement, the liability for direct damage of the Supplier towards the Customer, for whatever reason, per event (where a related series of events counts as one event) is limited to the invoice amount of the Agreement actually paid by the Customer to the Supplier excluding VAT.
3. Subject to the provisions of Article 8, the Customer indemnifies the Supplier against all claims of third parties, for whatever reason, in respect of compensation for damage, costs or current interest payments, related to the Agreement, Products and/or Services.
4. Any claims must be submitted to the Supplier within 8 working days after delivery of the Products, failing which all claims for this purpose have expired.
5. Articles 11.1 and 11.2 do not apply if and insofar as the damage in question is caused by intent or deliberate recklessness on the part of the Supplier or its employees.

Article 12 - Force majeure

1. A Party shall not be liable for failure to perform its obligations (other than payment obligations) to the extent such failure is caused by a Force Majeure event.
2. "Force Majeure" means an event beyond the reasonable control of the affected Party which could not reasonably have been foreseen, avoided or overcome, including acts of God, natural disasters, war, terrorism, civil unrest, epidemic, governmental actions and embargoes.
3. For the avoidance of doubt, shortages, supply chain disruptions, increased costs, or failures of suppliers, subcontractors or other third parties shall not constitute Force Majeure unless directly caused by a Force Majeure event affecting such suppliers, subcontractors or third parties.
4. The affected Party shall promptly notify the other Party, use reasonable efforts to mitigate the impact of the Force Majeure event and resume performance as soon as reasonably practicable.
5. As soon as it is clear that the force majeure situation will last longer than three (3) months, the other party has the right to dissolve this Agreement, without being liable for damages.

Article 13 - Default and dissolution

1. The Customer is deemed to be in default by operation of

law and the (remaining) debt will be immediately due and payable in the event that:

- a. The Customer fails to fulfil any obligation of the agreement, in particular the payment, or does not comply with it on time;
 - b. The Supplier has good grounds to fear that the Customer will fail in the performance and that it does not comply with a written reminder stating those grounds to declare itself willing to fulfil its obligations within a reasonable period set by that reminder;
 - c. The Customer applies for his own bankruptcy, is declared bankrupt, proceeds to estate distance, submits a request for suspension of payment, or is seized of all or part of his assets and this is not lifted within 10 days after attachment;
 - d. The Customer proceeds or decides to strike or transfer his business or a significant part thereof, including the contribution of his company to a company to be established or already existing, or proceeds or decides to change the objective of his company or to dissolve;
 - e. Customer is a natural person and dies.
2. In the cases referred to in Article 13.1, the Supplier is entitled without any obligation to pay compensation and without prejudice to its rights, such as rights with regard to costs or interest already expired and the right to compensation, and without notice of default or judicial intervention being required to do so:
- a. Dissolve the agreement in whole or in part by means of a written communication to the Customer and/or;
 - b. Claim any amount owed by the Customer to the Supplier immediately and in its entirety and/or;
 - c. The retention of title established pursuant to Article 6.

Article 14 - Protection of personal data

1. The parties act in accordance with the applicable (inter)national laws or (professional) regulations in the field of privacy and protection of personal data, in particular in accordance with the General Data Protection Regulation 2016/679 ("GDPR").
2. In order to prepare and execute an Agreement, the Supplier acts as controller in accordance with its privacy statement. The privacy statement can be consulted on <https://dutch-it-supplier.com/>

Article 15 - Applicable law and competent court

1. Dutch law applies to these Terms and the Agreement. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
2. Insofar as national or international legal rules do not require otherwise, all disputes between the Parties will be submitted to the competent court in Amsterdam, or to another court competent under national or international law.

Article 16 - Varia

1. The provisions of these Terms and the Agreement jointly determine the legal relationship between the parties, replace all previously made agreements or

statements made by the Supplier with regard to the subject matter of the Agreement and provide only proof of this.

2. Except to the extent that this would be unacceptable by standards of reasonableness and fairness, the interpretation of the Agreement shall be primarily decisive. If the wording, also in conjunction, cannot lead to a reasonable explanation in the circumstances, the reasonable (commercial) intentions of the parties will be used as a yardstick for the explanation. Evidence against non-prima facie unclear wording, as well as evidence aimed at sources of explanation other than the reasonable commercial intentions of the parties, is not permitted.
3. Supplier shall ensure that all Subcontractors are appropriately qualified, licensed and certified in accordance with applicable regulations to perform the Services, and are bound by obligations no less stringent than those set out in this Agreement.
4. The Supplier shall actively oversee the performance of all Subcontractors and promptly notify the Customer of any issue that may affect the Services.
5. Notwithstanding any Subcontractor involvement, Supplier remains fully responsible for the performance of its obligations under this Agreement and shall be liable for any act or omission of a Subcontractor as if it were Supplier's own.
6. Supplier may transfer rights and obligations under the Agreement to third parties and will inform the Customer thereof. If the transfer of obligations to a third party is not reasonably acceptable to the Customer, it has the right to terminate the Agreement within 5 days after receipt of the relevant communication.
7. Should any provision in these Terms or the Agreement, in the supplier's reasonable opinion, be void or otherwise unenforceable, the Supplier shall have the right to destroy the other content of the Agreement, except to the extent that this would be unacceptable in the circumstances according to standards of reasonableness and fairness.