

Terms and Conditions

Martin van Stein

Article 1. Definitions

- 1.1. Unless explicitly stated otherwise or the context or the nature of the agreement states otherwise, these terms and conditions adhere to the following definitions and meanings;
 - a. Contractor: the user of these terms and conditions: Martin Stein located on Radar Road 34 in IJmuiden, registered with the Chamber of Commerce under CoC number 68083327;
 - b. Client: the company, person or other legal entity that enters into an agreement with the Contractor;
 - c. Agreement: The agreement between the Contractor and the Client;
 - d. Materials: all by the Contractor under the contract developed or made available drawings, opinions, concepts, images, calculations and other materials or (electronic) files.

Article 2. General

- 2.1. These general conditions apply to every offer, tender and agreement between the Contractor and the Client.
- 2.2. Any deviations from these general conditions are only valid if expressly agreed to by the Contractor and Client, in writing or via email.
- 2.3. The applicability of any purchase or other conditions of the Client is explicitly rejected.
- 2.4. If one or more provisions of these terms and conditions are invalid or made void, the remaining provisions of these terms and conditions apply. The invalid or unenforceable provisions will be replaced by the Contractor, which as far as possible the purpose and intent of the original provision (s) is observed.
- 2.5. The Contractor has the right to change these terms and conditions for the contract. The Client is informed in writing or via e-mail of the new version of the General Conditions up to date and the date on which the new terms and conditions come into force.

Article 3. Offers and Quotations

- 3.1. Any offer and all quotes send by the Contractor are non- binding.
- 3.2. The Client is responsible for the accuracy and completeness of the desired performance and other (specific) requirements and specifications on which the Contractor shall base its offer or quotation.
- 3.3. If and when the acceptance (on secondary items) from the offer included in the quotation deviates from what said quotation outlines, the contractor is not bound by said agreement. The agreement will then not be concluded in accordance with this deviating acceptance.
- 3.4. A compounded quotation does not require the Contractor to partially execute segments and their corresponding quoted pricing.
- 3.5. 3.5. Offers or quotations do not automatically apply to future assignments.
- 3.6. 3.6. Obvious mistakes or errors made in quotations, contracts or e-mails, send by the Contractor shall not be binding.

Article 4. Conclusion of the agreement

The agreement is established after the Contractor has received the quotation (digitally) signed by the Client in return.

Article 5. Termination and Cancellation

- 5.1. When the agreement is for an indefinite period, both parties may withdraw from the agreement at any given time. Such notice must be in writing or be made through the email and is subject to reasonable notice period.
- 5.2. When parties entered into a fixed-term contract, the contract cannot be cancelled or terminated in the interim and the agreed upon fees are by default still in effect.
- 5.3. When the Client intends to cancel the contract in the interim, the Contractor reserves the right for compensation for the ensuing loss, unless there are facts and circumstances that can be attributed to the Contractor.

- 5.4. If the Client wants to cancel on the agreement and both parties have agreed to a fixed price for the implementation the agreement, then the Client needs to make payment on the full agreed upon price.
- 5.5. If the Client wants to cancel on the agreement and both parties have agreed to a price per day or an hourly rate for the implementation the agreement, then the Client needs to make payment based on the remaining time it would take the Contractor to fulfill said implementation, if the contract wasn't terminated in the interim.

Article 6. Implementation of the agreement

- 6.1. The Contractor shall perform the activities on behalf of implementation of the agreement to the best of its ability and in accordance with the requirements of good workmanship.
- 6.2. Contractor shall never be obliged to carry out activities which are contrary to his professionalism, a third party right, a legal obligation or to general moral acceptance in society.
- 6.3. The Contractor cannot guarantee that the performance of the work will lead to the result desired by the Client, such as an increase in sales, new customers and / or reputation. The remuneration of the Contractor is not dependent on the outcome.
- 6.4. Regarding storage and use, handling and processing of matters entrusted to the Contractor by or on behalf of the Client, the Contractor will handle the aforementioned, with the same care as if it were his own.
- 6.5. If the Contractor cannot perform work due to illness or any other circumstance preventing the execution of the implementation of the agreement, then the Client will be notified as soon as possible by phone. In these cases both parties need to confer with each other to find a solution.

Article 7. Obligations of the Client

- 7.1. The Client shall ensure that all data, of which the Contractor indicates are necessary or which the Client should reasonably understand to be necessary to the execution of the agreement, will be provided to the Contractor.
If the Client doesn't provide the aforementioned to the Contractor, within a timeframe required for the Contractor to be able to execute the agreement, then the Contractor is entitled to suspend execution of said agreement and ensuing costs that might follow.
- 7.2. The Client is responsible for the correctness, completeness and reliability of the information provided by him, even if they originate from third parties.
- 7.3. The Client is obliged to immediately inform the Contractor about facts and circumstances that may be related too, or affect the implementation of the relevant agreement.
- 7.4. The Client shall, at all times cooperate fully with the Contractor, when it comes to the implementation of the agreement.
- 7.5. If the Contractor's work is performed on the location of the Client or a location designated by the Client, the Client shall, within reason, provide the required facilities which are needed or requested to be able to execute the agreement, free of charge.
- 7.6. The Client is to ensure that the location(s), the tools and the conditions under which the Contractor shall perform the work are safe and comply with all legal requirements. The client must make arrangements to ensure that the Contractor is protected during the execution of operations against danger to life, honor and property.
- 7.7. Contractor assumes that the Client complies with all its legal obligations.
- 7.8. The Client shall indemnify the Contractor for any claims made by third parties who may sustain damage and/or injury in connection with the execution of the agreement of which the causes are attributable to the Client.
- 7.9. In case the Client doesn't meet their obligation(s) towards the contractor in a complete and timely fashion or acts in an unlawful manner towards the Contractor, then the Contractor is entitled to charge the costs and / or damages resulting therefrom, to the Client.

Article 8. Fees

- 8.1. Parties can agree upon a fixed fee at the conclusion of the agreement.
- 8.2. If no fixed fee is agreed, the fee will be determined on the basis of the actual time spent.
- 8.3. The Contractor's fee does not include travel and accommodation. Travel and subsistence expenses incurred by the Contractor in the context of the agreement will be charged in addition to the agreed fee to the Client.

Article 9. Altering the agreement and additional costs

- 9.1. When both parties agree that an amendment or supplement to the existing agreement is needed, it might have an affect on the timeframe agreed upon in the original agreement.
- 9.2. Additional work by changing the agreement and / or because the Client has not fulfilled their obligations, will be charged to the Client separately.

Article 10. Rate adjustments

- 10.1. The Contractor has the right to adjust its rates during the agreement. The Client shall be informed well in advance in writing, which can be done via email.
- 10.2. If the Contractor increases the rate during the runtime of the agreement, the Client has the right to terminate the agreement prematurely in writing, can be email, unless the increase is allowed by a competence under the law.

Article 11. Implementation period

- 11.1. When the agreement provides for an end date for the execution of the agreement, it is never a fatal deadline and the Client should inform the Contractor in writing that they are in breach of the time limits set by the agreement.
- 11.2. When mentioning a time limit in which to execute the agreement, the contractor has done so under the circumstances he has assumed will be applicable during the execution of said agreement.
- 11.3. The implementation period shall run from the moment the Contractor has received all required data, business and approvals, necessary for the execution of the agreement.

Article 12. Billing and Payment

- 12.1. When the contractor performs on the basis of an hourly or daily rate, invoicing shall be done (periodically) afterwards.
- 12.2. The Customer must pay the invoices received by the Contractor within the payment period indicated on the invoice and/or the quotation. If no payment condition is set on either the invoice or the quotation a 30 day payment term comes into effect.
- 12.3. Payment must be made without setoff or suspension
- 12.4. Objections to the amount due as specified on the invoice(s), do not affect the obligation to pay said invoice(s).
- 12.5. When the client fails to pay within the payment period, then the client is legally in default. The client shall owe the statutory interest. The interest on the amount due will be calculated from the time the client is in default until the moment of payment of the full amount.
- 12.6. In the case of liquidation, bankruptcy, seizure or suspension of payment of the Client, the Contractor can immediately claim payment on invoices due and executed tasks yet to be invoiced.
- 12.7. The Contractor shall be entitled to have the payments made by the Client in the first place to reduce the costs, then against the interest due and finally to reduce the principal and accrued interest.
- 12.8. The Contractor is entitled to withhold anything he produced or suspend activities on behalf of execution of the agreement, until the Client has made payment on all outstanding invoices.
- 12.9. Rights are granted to the Client provided that the Client pays the agreed fees promptly and fully.

Article 13. Collection costs

- 13.1. When the Client defaults on payment or fails any of its obligations, all reasonable costs incurred in obtaining payment in or out of court shall be on the Client's account. If the client remains in default extrajudicial costs are set at 15% of the outstanding amount, with a minimum of €150 ex VAT.
- 13.2. Any reasonable judicial and execution costs will also be borne by the Client.

Article 14. Suspension and Termination

- 14.1. The Contractor is entitled to suspend its activities or terminate the agreement on the fulfillment of obligations, if:
 - a. The Contractor is likely to be exposed to a potentially hazardous situation
 - b. The Client does not fully comply with its obligations under the agreement and has not responded to a sent notice of default, within a reasonable timeframe offered by the Contractor to fulfill said obligations.

If compliance with said obligation(s) is permanently impossible, then a notice of default may be dispensed with.

- c. The Contractor becomes aware of circumstances giving good ground to believe the client will default on the obligations outlined in the agreement. In case there is good reason to fear that the client will only partially or improperly fulfill their obligation, suspension shall only be allowed in so far the shortcoming justifies such action.
- 14.2. Furthermore, the Contractor is entitled to dissolve the agreement if circumstances arise of such nature that fulfillment of the contract impossible or can no longer be expected to execute its responsibilities under standards of reasonableness and fairness, or if other circumstances arise of such nature that an unaltered maintaining of the obligations stated in the agreement cannot reasonably be expected.
- 14.3. The Contractor is entitled to terminate the agreement if suspension of payment is requested or is granted to the Client, as well as when the Client is declared bankrupt or an application for bankruptcy is submitted and in cases where the Client is unable to meet its debts and/or is moving towards termination or liquidation of its business, is placed under guardianship, or if a curator is appointed.
- 14.4. If the agreement is dissolved, the claims of the Contractor against the Client are immediately due and payable. If the Contractor suspends fulfillment of the obligations, he retains his rights under the law and the agreement.
- 14.5. The Contractor shall always retain the right to claim damages, including lost revenue.

Article 15. Liability and Limitations

- 15.1. The Contractor cannot be obliged to compensate for any damage which is a direct or indirect result of:
 - a. An event that is in fact beyond its control and thus cannot be attributed to the action of the Contractor, as defined in Article 16;
 - b. Any act or negligence of the Client, his subordinates or other persons who are employed by or on behalf of the Client.
- 15.2. The Client is at all times responsible for the accuracy and completeness of the information and documents supplied by him. The Contractor is not liable for any damage that is (partly) caused by inaccurate or incomplete information and documents supplied by the Client, or by following the instructions given by the Client. The Client shall indemnify the Contractor against all claims in this regard.
- 15.3. The Contractor doesn't meet the Client's expected results coming from activities carried out by the Contractor.
- 15.4. The Client remains solely responsible for the decisions he makes, also when it's based on given advice by the Contractor.
- 15.5. The contractor is not liable for any corruption or loss of data due to the transmission of data using telecommunication facilities.
- 15.6. The contractor cannot be held liable for consequential damages. Consequential damage can, among others, be understood to mean: business damage, loss of profits, trading loss, loss of turnover, missed savings, stagnation damage, data loss, reputational damage or fines.
- 15.7. In case the Contractor is liable for any damage, the Contractor's liability is limited to the amount paid out by the insurer of the Contractor. If the insurer does not pay out or if the damage is not covered by insurance, the Contractor's liability is limited to the amount paid by the client for the work to which the liability relates.
- 15.8. Relevant rights to claim and other powers of the Client for whatever reason against the Contractor lapse in any event after the expiration of one year from the time when an event occurs that the client can use these rights and / or responsibilities towards the Contractor.
- 15.9. If the Clients has supplied goods and / or materials and / or facilities for carrying out the work to the Contractor and the goods and / or materials and / or facilities are not suitable for the purpose for which they were made available to the Contractor, then the Client is liable for all damages resulting therefrom.

Article 16. Force Majeure

- 16.1. Force majeure in any case - but not exclusively - means loss of data due to computer malfunction; virus infection or intrusion by third parties; Internet and power failure; failure in the e-mail traffic; weather conditions; traffic jams; floods; landslides; war; threat of war; terrorism; barriers by third parties; strikes; fire; government action; disease; theft.

- 16.2. In the event that force majeure prevents the Contractor from carrying out the work in whole or in part, the Contractor has the right to suspend the execution of the work without judicial intervention or terminate the agreement as a whole or in part and cannot be held liable for ensuing damages that stem from this by the Client. All activities and work performed up to the time of termination or suspension will be charged to the client.

Article 17. Complaints

- 17.1. Complaints about the work should reach the Contractor as soon as possible after the discovery, but no later than 14 days after completion of the work concerned to be reported to the Contractor in writing or via e-mail. The notice must contain a detailed description of the failure, so that the Contractor is able to respond adequately.
- 17.2. If a complaint is justified, the Contractor will redo and/or perform the work as agreed, unless this has become demonstrably useless for the Client. The latter must be notified in writing by the Client. If the performance of the agreed work is no longer possible or useful, then the Contractor shall only be liable within the limits of Article 15.
- 17.3. The Client is obliged to provide an opportunity with a reasonable deadline, for the Contractor to repair, recover, limit or cancel out damages caused by shortcomings attributable to the Contractor.
- 17.4. Complaints about an invoice must be made within 5 business days after the invoice date in writing or by e-mail to the Contractor.

Article 18. Intellectual property rights

- 18.1. Unless the Contractor and the Client have agreed otherwise in writing, the Contractor is and remains complete and exclusive beneficiary in respect of intellectual property rights which rest on the materials, such as copyrights.
- 18.2. The Contractor grants the Client the right to use the materials solely within and on behalf of his own organization, but only after the Client fulfills all its (payment) obligations under the agreement. It is not permitted without the prior consent of the Contractor, to reproduce materials, disclose or exploit, unless there is valid grounds to claim that the nature of the materials dictate otherwise.
- 18.3. The Client shall indemnify the Contractor against claims by third parties concerning intellectual property rights on material or data provided by the Client, which are used in the execution of the agreement.

Article 19. Confidentiality

- 19.1. Both parties are bound by confidentiality and are prohibited to disclose any information or knowledge they obtained in the course of their agreement. Information is considered confidential if it arises from Client or Contractor, or simply from the nature of the information. The party receiving the confidential information shall only use it for the purpose for which it was provided.
- 19.2. If the Contractor – on grounds of a statutory provision or a court order – is obliged to provide confidential information to competent court appointed 3rd parties and therefore doesn't have a permissible right to refuse the request for information, the Contractor is not liable for claims or compensation by the Client, nor does it give the Client the right to terminate the agreement.

Article 20. Disputes and applicable law

- 20.1. All disputes related to agreements between the Client and the Contractor shall be submitted to the competent court in the district where the Contractor is established.
- 20.2. Both parties will only appeal to the courts, after they have done their utmost to try and resolve their dispute by mutual agreement.
- 20.3. Any agreement between the Contractor and the Client is governed by Dutch law, regardless of where parties are established and no matter where the work is carried out by the Contractor.

