

# General Terms and Conditions

*General Terms and Conditions Buro Nieuwland/ the.vinga.world*

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## Article 1 - Applicability

1.1 *These general terms and conditions are applicable to all legal relationships between Buro Nieuwland / the.vinga.world (hereinafter referred to as the Contractor) and the Client, including all Work performed by the Contractor and, in particular, the services specified in the Offer.*

1.2 *Deviations from these general terms and conditions shall only be valid if expressly agreed in writing. Contractor explicitly rejects the applicability of any general (purchase) conditions used by Principal.*

## Article 2 - Commitment

2.1 *Contractor will exercise the greatest possible care with regard to the Client's interests when performing the Work. In particular, the Contractor will ensure that all data and information made available by the Client to the Contractor in the context of the Agreement are kept secret.*

2.2 *If and in so far as required for the proper execution of the Agreement, the Contractor is entitled to have the Work performed by third parties.*

## Article 3 - Offers

3.1 *All Quotations are entirely without obligation and Contractor is only bound by the Quotation if the Quotation is signed by the Client and received by Contractor within fourteen (14) days.*

3.2 *The prices stated in the Offer are exclusive of VAT and other government levies, as well as any costs to be incurred within the framework of the Agreement, including shipping and administrative costs, unless otherwise stated in the Offer.*

## Article 4 - Execution of the Agreement

4.1 *In the event that the Work is performed at the Principal's location or at a location designated by the Principal, the Principal will provide the facilities reasonably required free of charge.*

## Article 5 - Duration of Contract and Term of Execution

5.1 *In the event that the Contractor and the Client have agreed on a period of time in which to perform the Work, then this period of time is only approximate, unless explicitly agreed otherwise in writing. The Contractor offers no guarantee whatsoever regarding agreed delivery times, and late delivery does not give the Principal any right to compensation, dissolution of the Agreement or suspension of any obligation vis-à-vis the Contractor.*

## Article 6 - Fee

6.1 Parties may agree a fixed fee when the Agreement is concluded.

6.2 If no fixed fee has been agreed, the fee will be determined on the basis of hours actually worked. The fee will be calculated in accordance with the Contractor's usual hourly rates applicable to the period in which the Work is performed.

6.3 Contractor is entitled to settle with Client any price changes that have occurred after the Agreement was concluded.

## Article 7 - Payment

7.1 Client shall be obliged to pay all invoices of Contractor within fourteen (14) days of their date. Objections to the amount of the invoices do not suspend the payment obligation.

7.2 If Client fails to make payment within the period of fourteen (14) days, Client shall be in default by operation of law. In that event, Customer shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the moment that Client is in default until the moment of payment of the full amount.

## Article 8 - Retention of title

8.1 All goods delivered by Contractor, including any reports, designs, equipment, software, (electronic) files, etc., remain the property of Contractor until Client has fulfilled all its obligations vis-à-vis Contractor.

8.2 Client is not authorised to pledge or otherwise encumber the goods falling under the retention of title.

8.3 If third parties levy attachment on the goods supplied subject to retention of title or wish to establish or assert rights to them, Principal is obliged to inform Contractor immediately.

8.4 Client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make this insurance policy available for inspection on first demand.

8.5 In the event that Contractor wishes to exercise its property rights referred to in this article, Client hereby grants Contractor unconditional and irrevocable permission to enter all those places where Contractor's property is located and to repossess these goods (or have them repossessed).

## Article 9 - Complaints

9.1 Complaints about the Work must be reported in writing to Contractor by the Principal within eight (8) days of discovery, but no later than fourteen (14) days after completion of the Work in question. Such a notice of default must contain as detailed a description as possible of the shortcoming alleged by the Principal, so that the Contractor is able to respond adequately.

9.2 If a complaint is well-founded, the Contractor will be given the opportunity to perform the Work again. In the event that, according to objective standards, it is no longer possible to perform the Work, the Contractor will only be liable within the limits of article 11.

## Article 10 - Term of notice

10.1. Both parties may terminate the Agreement in writing at any time.

10.2 In the event that the Agreement is terminated prematurely by the Client, the Contractor is entitled to compensation for the resulting loss. In addition, the Client is then obliged to pay the invoices for the Work performed up to that time.

10.3 In the event that the Agreement is terminated prematurely by the Contractor, the Contractor will lose its entitlement to payment, except insofar as the Work already performed is of benefit to the Principal.

## Article 11 - Liability

11.1 In view of the nature of the Work and the subjective aspects of assessment that play a role in the Work, the Contractor is not liable for any damage suffered by the Client as a result of an act or omission on the part of the Contractor in the performance of the Agreement or otherwise, except in the case of intent or gross negligence. Consequential damage, including lost profit or suffered losses, will never be eligible for compensation.

11.2 In the event that Contractor is liable for damage suffered by Client, the damage which Contractor is obliged to compensate will never exceed the invoice value of the Work, the defect of which was the cause of the damage or - if this cannot be determined - the invoice value of the Work which Contractor performed for Client at the time that the damage-causing event occurred.

11.3 The Client indemnifies the Contractor against all third-party claims for damage relating to or arising from the Agreement. This is without prejudice to the duty of care of the Contracted Party as referred to in Article 2.

11.4 The exclusions and limitations of liability referred to in this article, as well as the indemnification referred to in article 11.3, are also stipulated for and on behalf of the Contractor's subordinates and anyone else whose assistance the Contractor uses in the performance of the Work.

11.5 The liability for the Work assigned by the Contractor to a third party is limited to the extent that the third party effectively indemnifies the Contractor.

## Article 12 - Force majeure

12.1 Force majeure is understood to mean any circumstance on the basis of which (further) performance of the Agreement by the Contractor cannot reasonably be required. This shall in any case include - but not be limited to - data loss as a result of computer malfunction, virus infection or computer break-in by third parties, machine failure and other calamities which prevent or limit the Contractor's business operations.

12.2 In the event that the Contractor is prevented by force majeure from performing all or part of the Work, the Contractor has the right, without judicial intervention, to suspend the performance of the Work or to regard the Agreement as fully or partly terminated, such at its own discretion, without being obliged to compensate any damage suffered by the Principal.

12.3 In the event that, at the time when force majeure arises, the Contractor has already partially fulfilled his obligations to the Principal under the Agreement and has partially performed Work for the Principal - and the Work already performed has independent value - the Contractor will be entitled to invoice the Work in question separately. The Principal is then obliged to pay the Contractor's invoice in question.

### Article 13 - Indemnities

13.1 Client shall indemnify Contractor against any third party claims relating to intellectual property rights on materials or data provided by Client, which are used in the performance of the Agreement.

13.2 If the Principal provides the User with information carriers, electronic files or software, etc., the Principal guarantees that those information carriers, electronic files or software are free of viruses and defects.

### Article 14 - Intellectual property

14.1 All documents provided by Contractor, such as reports, recommendations, Agreements, designs, software, etc., are exclusively intended to be used for the benefit of Principal and may not be reproduced, disclosed or made known to third parties by Principal without Contractor's prior consent, unless the nature of the documents provided dictates otherwise.

14.2 The Contractor retains the right to use the knowledge acquired in performing the Work for other purposes, to the extent that no confidential information is brought to the attention of third parties in the process.

14.3 Contractor is entitled to sign and/or use all that has been produced by Contractor to promote its own organisation and services.

### Article 15 - Secrecy

15.1 If the Contractor is obliged - on the basis of a statutory provision or a court ruling - to provide confidential information to third parties designated by law or the competent court and the Contractor cannot invoke a legal right to refuse to give evidence or such a right recognised or permitted by the competent court, the Contractor will not be obliged to pay any compensation or indemnification and the other party will not be entitled to dissolve the Agreement.

### Article 16 - Termination

16.1 The Contractor is entitled to terminate all or part of the Agreement without notice of default and without any obligation to pay damages, or - at its own discretion - to suspend further performance of the Agreement, if:

- a. Client is declared bankrupt;
- b. Client applies for a suspension of payment;
- c. Client proceeds to liquidate his company;
- d. Client is placed under guardianship or dies; or
- e. the Client fails to fulfil any statutory obligation towards the Contracted Party, or any obligation arising from the Agreement.

16.2 In the cases referred to in article 16.1, Contractor shall be entitled to demand immediate payment in full of the fees owed by Client to Contractor.

16.3 Principal is obliged to inform Contractor immediately if a circumstance within the meaning of article 16.1 arises. In the event that a circumstance within the meaning of article 16.1(e) occurs, Principal is in default by operation of law and any debt to Contractor is immediately payable.

## Article 17 - Transfer and duties

17.1 Client is not entitled to transfer all or part of the rights and obligations arising from the Agreement concluded under these general terms and conditions to third parties, except with the prior written permission of Contractor.

## Article 18 - the offer when purchasing products

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.

2. The offer contains a complete and accurate description of the products and/or services on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the offered products and/or services. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

- the price including taxes;
- the possible costs of delivery
- the way in which the agreement will be concluded and which actions are necessary for this;
- whether or not the right of withdrawal is applicable;
- the method of payment, delivery and performance of the agreement;
- the period for accepting the offer, or the period within which the trader guarantees the price;
- the level of the rate of distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement will be archived after its conclusion and, if so, how it can be consulted by the consumer;
- the manner in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him under the contract;
- any languages other than Dutch in which the contract can be concluded;
- the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the event of an extended transaction.

## Article 19 - Right of appeal when purchasing products

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.

2. During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all delivered accessories and in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

#### ARTICLE 20 - Costs in case of withdrawal when purchasing products

1. If the consumer makes use of his right of withdrawal, he shall bear at most the costs of return shipment.

2. If the consumer has paid an amount, the entrepreneur shall return this amount as soon as possible, but no later than 30 days after the return or withdrawal.

#### Article 21 - Exclusion of the right of withdrawal when purchasing products

The entrepreneur can exclude the consumer's right of withdrawal to the extent provided for in article 19 paragraph 2. The exclusion of the right of withdrawal only applies if the trader clearly stated this in the offer, or at least in good time before concluding the contract.

#### Article 22 - Applicable law and competent court

1..These general terms and conditions are effective from 23 September 2022.

2. In the event that any provision in these general terms and conditions should be null and void or annulled, this shall not affect the validity of the remaining provisions.

3. The legal relationship between Client and Contractor shall be governed by Dutch law. All disputes between Client and Contractor which may arise as a result of or in connection with the Agreement shall be settled to the exclusion of all others by the competent court of the District Court of Midden-Nederland.