

Terms and Conditions

Article 1 General

These terms and conditions apply to every offer, quotation and agreement between DATA KINGDOM B.V., hereinafter referred to as: “ **Contractor** ”, and a Client to which the Contractor has declared these terms and conditions applicable, insofar as these conditions * are not expressly and in writing by the parties. deviated.

* These terms and conditions also apply to actions by third parties engaged by the Contractor in the context of the / an assignment.

These general terms and conditions are also written for the employees of the Contractor and its management.

The applicability of any purchase or other conditions of the Client is explicitly rejected.

If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be destroyed, the other provisions of these general terms and conditions will remain fully applicable. In that case, the Contractor and the Client will enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, taking into account the purpose and scope of the original provisions as much as possible.

If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must be given 'in the spirit' of these provisions.

If a situation arises between the parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.

If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2 Quotations, offers

All quotations and offers from the Contractor are without obligation, unless a term for acceptance is stated in the quotation . If no acceptance period has been set, the offer will always expire after 30 days.

The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offer and, or any part thereof, contain an obvious mistake or clerical error.

The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless stated otherwise.

If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, the Contractor is not bound by it. The agreement will not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.

A composite quotation does not oblige the Contractor to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Contract duration, implementation periods, risk transfer, implementation and amendment of the agreement, price increase

The agreement between the Contractor and the Client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.

If a term has been agreed or stated for the performance of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Parties must therefore give written notice of default. In doing so, a reasonable period of time must be offered to still implement the agreement.

The contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.

The client will perform to the best of his knowledge and ability and in accordance with good commissioning practice.

The contractor has the right to have certain activities performed by third parties. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 BW is expressly excluded.

If work is carried out by the Contractor or third parties engaged by the Contractor in the context of the assignment at the location of the Client or a location designated by the Client, the Client shall provide the facilities reasonably desired by those employees free of charge.

The contractor is entitled to execute the agreement in different phases and to invoice the part thus executed separately.

If the agreement is executed in phases, the Contractor may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

The Client will ensure that all data, of which the Contractor indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the agreement, are provided to the Contractor in a timely manner. If the information required for the implementation of the agreement is not provided to the Contractor in time, the Contractor has the right to suspend or terminate the implementation of the agreement and / or the additional costs resulting from the delay at the then usual rates to the Client. to charge. The implementation period does not commence until after the Client has made the data available to the Contractor. The Contractor is not liable for damage, of whatever nature, because the Contractor has relied on incorrect and / or incomplete information provided by the Client.

If during the implementation of the agreement it appears that it is necessary for a proper implementation to change or supplement it, then the parties will proceed to adapt the

agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or direction of the Client, of the competent authorities, etc., is changed and the agreement is amended in terms of quality and / or quantity as a result, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will provide a quotation of this in advance as much as possible. The originally stated term of execution may also be changed by an amendment to the agreement. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

If the agreement is amended, including an addition, the Contractor is entitled to implement it only after approval has been given by the person authorized within the Contractor and the Client has agreed to the price and other conditions stated for the implementation, including understood it then to be determined and time when it will be implemented. Failure to perform or not immediately implement the amended agreement does not constitute default on the part of the Contractor and is no ground for the Client to terminate or cancel the agreement .

Without being in default, the Contractor can refuse a request to amend the agreement if this could have consequences in terms of quality and / or quantity, for example for the work to be performed or goods to be delivered in that context .

If the Client should be in default in the proper fulfillment of that which he is obliged to do towards the Contractor, the Client is liable for all damage on the part of the Contractor directly or indirectly caused by this.

If the Contractor agrees a fixed fee or fixed price with the Client, the Contractor is nevertheless at all times entitled to increase this fee or price without the Client being entitled to terminate the agreement for that reason, if the an increase in the price arises from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable at the time of entering into the agreement.

If the price increase other than as a result of an amendment to the agreement amounts to more than 10% and takes place within three months after the conclusion of the agreement, then only the Client who can rely on Title 5 Section 3 of Book 6 of the Dutch Civil Code is entitled to the to dissolve the agreement by means of a written statement, unless the Contractor is then still willing to execute the agreement on the basis of the originally agreed amount;

if the price increase arises from an authority or an obligation resting on the Contractor under the law;

if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement;

or, in the case of delivery of an item, if it is stipulated that delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and early termination of the agreement

The Contractor is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if the Client does not, not fully or not timely fulfill the obligations under the agreement, after the conclusion of the agreement , circumstances that have become aware of the Contractor give good ground to the Contractor . to fear that the Client will not

fulfill its obligations, if the Client is requested to furnish security for the fulfillment of its obligations under the agreement when the agreement is concluded and this security is not provided or is insufficient or if the delay The Client can no longer be expected to fulfill the agreement under the originally agreed conditions .

Furthermore, the Contractor is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be assumed by the Contractor. required.

If the agreement is dissolved, the claims of the Contractor on the Client are immediately due and payable. If the Contractor suspends fulfillment of the obligations, it will retain its rights under the law and agreement.

If the Contractor proceeds to suspension or dissolution, he is in no way obliged to compensate damage and costs incurred in any way as a result.

If the dissolution is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, caused directly and indirectly.

If the Client does not fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client, on account of breach of contract, is obliged to pay compensation or compensation.

If the agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client , ensure that the work still to be performed is transferred to third parties. This unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client . The Client is obliged to pay these costs within the specified period, unless the Contractor indicates otherwise.

In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client is no longer can freely dispose of its assets, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation.

The claims of the Contractor on the Client are in that case immediately due and payable.

If the Client cancels an order placed in whole or in part, the activities that were performed and the items ordered or prepared for this, plus any supply and delivery costs thereof and the working time reserved for the execution of the agreement, will be integrated in full. charged to the Client.

Article 5 Force majeure

The Contractor is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that cannot be attributed to fault, and is not for his account under the law, a legal act or generally accepted views.

In these general terms and conditions, force majeure is understood to mean, after what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which the Contractor cannot exert influence, but as a result of which the Contractor is unable to fulfill its obligations. This includes strikes in the company of the Contractor or third parties. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its obligation.

During the period that the force majeure continues, the Contractor can suspend the obligations under the agreement. If this period lasts longer than three months, then each of the parties is entitled to dissolve the agreement, without any obligation to pay damages to the other party.

Insofar as the Contractor at the time of the commencement of force majeure has meanwhile partially fulfilled or will be able to fulfill his obligations under the agreement, and the fulfilled or to be fulfilled part has independent value, the Contractor is entitled to fulfill or fulfill the already fulfilled respectively. part to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

Payment must always be made within 15 days of the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise stated in writing by the Contractor.

Contractor is entitled to invoice periodically.

If the Client fails to pay an invoice on time, the Client is in default by operation of law. The Client will then owe statutory interest. The interest on the amount due will be calculated from the moment that the Client is in default until the moment the full amount owed is paid.

The Contractor has the right to have the payments made by the Client stretch in the first place against the costs, then against the interest that has become due and finally against the principal sum and the current interest. The Contractor may, without being in default as a result, refuse an offer for payment if the Client indicates a different order for the allocation of the payment. The contractor can refuse full payment of the principal sum, if the accrued interest and accrued interest and collection costs are not also paid.

The Client is never entitled to set off the amount due to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to invoke Section 6.5.3 (Articles 231 to 247 Book 6 of the Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

If the Client is in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining settlement out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwer k II. However, if the Contractor has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

Article 7 Retention of title

The goods delivered by the Contractor under the agreement remain the property of the Contractor until the Client has properly fulfilled all obligations under the agreement (s) concluded with the Contractor.

The Client must always do everything that can reasonably be expected of him to safeguard the property rights of the Contractor .

Article 8 Liability

If the Contractor should be liable, then this liability is limited to what is regulated in this provision.

The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor relied on incorrect and / or incomplete information provided by or on behalf of the Client.

If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of the monthly invoice hourly value of the order, at least to that part of the order to which the liability relates.

Contractor is only liable for direct damage.

Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred for the Contractor's defective performance of the agreement. answered, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. The contractor is never liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business interruption and damage caused by choices made on the basis of the goods delivered.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or his managerial subordinates.

Article 9 Indemnity

The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to others than the Contractor. If the Contractor should be agreed by third parties on that basis, the Client is obliged to assist the Contractor both in and out of court and to do everything that may be expected of him in that case without delay. Should the Client fail to take adequate measures , the Contractor is entitled to do so itself without notice of default. All costs and damage on the part of the Contractor and third parties that arise as a result, are fully for the account and risk of the Client.

Article 10 Intellectual property

The Contractor reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained by him through the performance of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

Article 11 Applicable law and disputes

All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

The court in the Contractor's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.

The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.