

## **General Terms and Conditions Social Sales**

### **Article 1 - Applicability**

1.1 These general terms and conditions apply to all legal relationships between Social Sales and trade name MartijnRijk.nl, (further Contractor), registered with the Dutch Chamber of Commerce under number 56225237 and the Client, including all Work performed by the Contractor and in particular the services as stated in the Quotation and/or Order Confirmation.

1.2 Deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing. The Contractor explicitly rejects the applicability of the general (purchase) conditions applied by the Client.

### **Article 2 - Obligations**

2.1 The Contractor will exercise the greatest possible care regarding the interests of the Client when performing the Work. In particular, the Contractor will ensure the confidentiality of all data and information made available by the Client within the framework of the Agreement.

2.2 If and insofar as the proper execution of the Agreement requires the Contractor has the right to have the Work performed by third parties.

### **Article 3 - Offers**

3.1 All Offers are entirely without obligation and the Contractor is only bound by the Offer if the Offer and/or Order Confirmation has been signed by the Client within thirty (30) days and has been received by the Contractor.

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

### **Article 4 - Implementation of the Agreement**

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

### **Article 5 - Contract Duration and Execution Period**

5.1 In the event that a term has been agreed between the Contractor and the Client in connection with the performance of the Work, this term is only approximate, unless expressly agreed otherwise in writing. The Contractor does not offer any guarantee with regard to agreed delivery times and late delivery does not entitle the Client to compensation, dissolution of the Agreement or suspension of any obligation towards the Contractor.

### **Article 6 - Fee**

6.1 The parties can agree on a fixed fee when concluding the Agreement.

6.2 If no fixed fee has been agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to the usual hourly rates of the Contractor, valid for the period in which the Work has been performed.

6.3 The Contractor is entitled to set off any price changes that have occurred after the Agreement has been concluded with the Client.

## **Article 7 - Payment**

7.1 The Client is obliged to pay all the Contractor's invoices to the Contractor within fourteen (14) days of the date of the invoice is sent. Objections to the amount of the invoices do not suspend the payment obligation.

7.2 If the Client fails to pay within the period of fourteen (14) days, the Client will be in default by operation of law. The client then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest in the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount.

## **Article 8 - Retention of Title**

8.1 All goods supplied by the Contractor, including any reports, designs, equipment, software, (electronic) files, etc., remain the property of the Contractor until the Client has met all obligations towards the Contractor.

8.2 The Client is not authorized to pledge or encumber the goods subject to the retention of title in any other way.

8.3 If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to immediately inform the Contractor thereof.

8.4 The Client undertakes to ensure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection upon the first request.

8.5 In the event that the Contractor wishes to exercise his ownership rights referred to in this article, the Client already gives unconditional and irrevocable permission to the Contractor to enter all those places where the Contractor's property is located and to bring those goods back (to do so) take.

## **Article 9 - Complaints**

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

9.2 If a complaint is justified, the Contractor will be given the opportunity to perform the Work again. In the event that the performance of the Work by objective criteria is no longer possible, the Contractor will only be liable within the limits of Article 12.

## **Article 10 - Term of Notice**

10.1. Both parties can cancel the Agreement in writing at any time.

10.2 If 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 then.

10.3 If the Contract is terminated prematurely by the Contractor, the Contractor loses its entitlement to payment, except to the extent that the Work already performed is useful to the Client.

## **Article 11 - Liability**

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

11.2 In the event that the Contractor is liable for damage suffered by the Client, the damage that the Contractor is obliged to compensate is never more than 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 performed by the Contractor for the benefit of the Client at the time that the event causing the damage occurred.

11.3 The Client indemnifies the Contractor against all third-party claims for damage that is related to or ensues from the Agreement. This does not affect the Contractor's duty of care as referred to in Article 2.

11.4 The exclusions and limitations of liability as referred to in this article, as well as the indemnification as referred to in article 12.3 are also stipulated for and for the benefit of subordinates of the Contractor and any other person whose assistance the Contractor uses in the performance of the Work.

11.5 The liability for the Work that the Contractor has assigned 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) fulfilment of the Agreement by the Contractor cannot reasonably be expected. This includes in any case - but not exclusively - data loss as a result of computer failure, virus infection or computer breach by third parties, machine breach and other calamities that prevent or limit the Contractor's business operations.

12.2 In the event that the Contractor is prevented by force majeure from performing the Work in whole or in part, the Contractor has the right to suspend the execution of the Work without judicial intervention or to regard the Contract wholly or partially as dissolved, such at his discretion, without the Contractor is obliged to compensate for any damage suffered by the Client.

12.3 In the event that, at the time of force majeure, the Contractor has in the meantime partially fulfilled its obligations to the Client arising from the Agreement and has partially performed Work for the benefit of the Client - and assigns independent value to the Work already performed - the Contractor is entitled to invoice the relevant Work separately. The client is then obliged to pay the relevant invoice from the Contractor.

## **Article 13 - Safeguards**

13.1 The Client indemnifies the Contractor against claims from third parties with regard to intellectual property rights on materials or data provided by the Client and used in the execution of the Agreement.

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

#### **Article 14 - Intellectual Property**

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

14.2 The Contractor reserves the right to use the knowledge gained through the performance of the Work for other purposes, provided that no confidential information is disclosed to third parties.

14.3 The Contractor is entitled to sign and/or use everything that is produced by the Contractor to promote its own organization and services.

#### **Article 15 - Confidentiality**

15.1 If the Contractor - on the basis of a legal provision or a court decision - is obliged to provide confidential information to third parties designated by law or the competent court and the Contractor cannot rely on a legal or recognized by the competent court in this regard or permitted right of change, then the Contractor is not obliged to pay compensation or compensation and the other party is not entitled to terminate the Agreement.

#### **Article 16 - Termination**

16.1 The Contractor is entitled to terminate the Agreement, in full or in part, without notice of default and obligation to pay compensation, or - at its option - to suspend further performance of the Agreement if:

- a. The Client is declared bankrupt;
- b. The Client requests suspension of payment;
- c. The Client proceeds to liquidate his company;
- d. The Client is placed under guardianship or dies, or
- e. The Client does not meet any legal obligation towards the Contractor, or any obligation arising from the Agreement.

16.2 In the cases referred to in Article 16.1, the Contractor is immediately entitled to claim the full fee owed by the Client to the Contractor.

16.3 The Client is obliged to immediately inform the Contractor if a circumstance within the meaning of Article 16.1 occurs. In the event that a circumstance within the meaning of Article 16.1 sub e. occurs, the Client is legally in default and any debt to the Contractor is immediately due and payable.

#### **Article 17 - Transfer and Duties**

17.1 The 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, unless the Contractor's prior written consent.

#### **Article 18 - Applicable Law and Competent Court**

18.1 These terms and conditions are effective from December 27th, 2018.

18.2 In the event that any provision in these general terms and conditions should be void or be destroyed, this does not affect the validity of the remaining provisions.

18.3 The legal relationship between the Client and the Contractor is governed by Dutch law. All disputes between the Client and the Contractor that may arise as a result of or in connection with the Agreement will be settled by the competent court in Rotterdam to the exclusion of everyone else.