



GENERAL TERMS AND CONDITIONS

Vleeming c.s. Collection International BV, Vondelpark 1 — 1071 AA Amsterdam

Article 1 — Applicability

1.1 These general terms and conditions apply to all offers, quotations, agreements and services of Vleeming c.s. Collection International BV, hereinafter referred to as the 'Contractor', with respect to corporate clients (the 'Client').

1.2 Deviations from these general terms and conditions are only valid if agreed in writing.

1.3 The general terms and conditions of the Client are specifically rejected.

1.4 Vleeming c.s. Collection International BV has a best-efforts obligation rather than a result obligation.

Article 2 — Offers and quotations

2.1 All offers are without obligation, unless expressly stated otherwise.

2.2 Unless indicated otherwise, quotations are valid for 30 days.

2.3 An agreement is concluded by written acceptance of the quotation or confirmation of the assignment by the Contractor.

Article 3 — Performance of the assignment

3.1 The Contractor will make every effort to carry out the assignment carefully in accordance with high professional standards

3.2 Terms are indicative, unless agreed in writing as binding.

Exceeding a term does not give rise to any right to compensation or dissolution, unless in the case of intent or gross negligence.

3.3 The Client has a duty to provide all the information necessary for the correct performance of the assignment in good time.

Article 4 — Prices and payment

4.1 All prices are exclusive of VAT and other government levies.

4.2 Payment must be made within 14 days of the invoice date, unless otherwise agreed.

4.3 If the payment term is exceeded, the Client will be in default by operation of law and will owe statutory commercial interest.

4.4 All judicial and extrajudicial collection costs will be borne by the Client, with a minimum of €150.

Article 5 — Liability

5.1 The Contractor is exclusively liable for direct damage that is the direct result of an attributable shortcoming, up to a maximum of the invoice amount for the relevant assignment (with a maximum of €1,500).



5.2 The Contractor is not liable for indirect damage such as consequential damage, loss of profits, lost savings or business interruption.

5.3 Any claim for damages that has not been made in writing within 12 months of the discovery of damages will be null and void.

Article 6 — Confidentiality

6.1 The parties undertake to maintain the confidentiality of all confidential information that they obtain from each other within the framework of the agreement.

6.2 Information will be considered confidential if this has been communicated as such or arises from the nature of the information.

Article 7 — Intellectual property

7.1 All intellectual property rights to documents, advice, reports or other materials provided or developed by the Contractor are vested in the Contractor.

7.2 The Client only acquires the right to use these materials internally, unless otherwise agreed in writing.

Article 8 — Force majeure

8.1 The Contractor is not obliged to fulfil any obligation if fulfilment is prevented by force majeure.

8.2 Force majeure is understood to mean circumstances that affect fulfilment and that cannot be attributed to the Contractor, including disruptions at suppliers, illness, government measures and internet or network outages.

Article 9 — Duration and termination

9.1 Agreements for an indefinite period of time may be terminated in writing, with due observance of a notice period of one month.

9.2 The Contractor is entitled to terminate the agreement with immediate effect if the Client is in default or has applied for suspension of payment.

Article 10 — Applicable law and disputes

10.1 This agreement is governed exclusively by Dutch law.

10.2 Disputes will be submitted to the competent court of the district in which the Contractor is established.

