



**EasyIQ – General terms and conditions**

General delivery and payment conditions of EasyIQ B.V., 1461 GK Zuidoostbeemster.

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- Article 1 Definitions
- Article 2 General
- Article 3 Offers, offers
- Article 4 Assignment
- Article 5 Price
- Article 6 Payment term
- Article 7 Delivery method
- Article 8 Delivery period
- Article 9 Delivery investigation
- Article 10 Copyright
- Article 11 Force majeure
- Article 12 Liability
- Article 13 Dispute Resolution
- Article 14 Applicable law



### **Article 1 - Definitions**

The following definitions apply in these terms and conditions:

1.1

Client the natural or legal person who has instructed the contractor to perform work.

1.2

Contractor: The private company EasyIQ B.V.

### **Article 2 - General**

2.1

These general terms and conditions apply to the formation, including offers and quotations, the content and performance of all agreements concluded between the client and the contractor and the related services.

2.2

General terms and conditions of the client only apply if it has been explicitly agreed in writing that these apply to the agreement between the parties to the exclusion of these terms and conditions.

2.3

Deviation from these conditions can only be made in writing.

### **Article 3 - Offers, offers**

3.1

Offers from the contractor are without obligation and can only be accepted without deviation.

3.2

An assignment is accepted on such a reservation that the contractor is entitled to revoke it within 2 working days after acceptance of the assignment. The Contractor is not obliged to pay any compensation in such a case.

3.3

Acceptance of an assignment as well as making an offer as referred to under 3.1 must be in writing.

## **Article 4 - Assignment**

4.1

The contractor is obliged to perform the assignment to the best of its ability.

4.2

Client is obliged to fully cooperate with the execution of the performance to be performed by contractor under the agreement.

4.3

The Contractor will cooperate within the limits of the reasonable modification of the agreement if, in its opinion, the content of the performance to be performed by it does not deviate substantially from the originally agreed performance.

4.4

The contractor is entitled to increase or decrease the agreed price if the client makes a change to the agreement or what has been agreed upon. Changes and / or additions by the contractor and client must be accepted in writing.

4.5

The client is entitled to cancel the agreement, provided that the client compensates the resulting damage for the contractor. This damage includes, but is not limited to, the losses suffered by the contractor and lost profit and in any case the costs that the contractor has already incurred in preparation, including those of reserved capacity, purchased materials, services called up and time spent.

4.6

The contractor is entitled to have the agreement fully or partially executed by third parties.

## **Article 5 - Price**

### 5.1

All prices quoted are exclusive of sales tax (VAT) and other levies imposed by the government.

### 5.2

The price quoted by the contractor for the performance to be performed by him, only applies to the performance in accordance with the agreed assignment.

### 5.3

The contractor is entitled to increase the agreed price if additional laborious text, unclear copy or defective information carriers are supplied by the client, which contractor requires more work or costs than might reasonably be expected when entering into the agreement, at the discretion of the contractor. The above list is not exhaustive. Changes and / or additions by the contractor and client must be accepted in writing.

### 5.4

The contractor is entitled to demand a reimbursement for start-up costs. This fee must be paid immediately upon commencement of the assignment. The amount of the reimbursement is 30% of the agreed offer.

## **Article 6 - Payment**

### 6.1

Unless explicitly agreed otherwise, the client must pay the price and the other amounts due under the agreement within the strict deadline of 14 days after the invoice date without being able to rely on any discount, settlement or suspension.

### 6.2

In the event of late payment within the stipulated period, the client will be in default without notice of default being required by the contractor.

### 6.3

If the client does not pay within the stipulated period, the client is furthermore obliged to fully pay the statutory commercial interest, both extrajudicial and judicial collection costs, including all costs of the contractor, the costs for lawyers, bailiffs and collection agencies. The extrajudicial collection costs are set at 15% of the agreed price, with a minimum of € 500.

## **Article 7 - Delivery method**

7.1

The contractor is entitled to deliver the performance performed by him in parts.

7.2

Client is obliged to fully cooperate with the delivery of the services provided by contractor under agreement. The Client will also be in default without being required to do so if it refuses to accept the performance to be delivered.

7.3

Every delivery of the performance performed by the contractor takes place subject to the ownership of goods that are connected to the delivery. Ownership transfers at the moment that the client has paid everything he is obliged to do under the agreement, including interest and costs.

7.4

The Contractor is not responsible for approval of the application by Apple when an application for the Apple platforms iOS and OS X is delivered, unless approval cannot be given due to a technical defect.

## **Article 8 - Delivery period**

8.1

A delivery period stated by the client, unless it has been expressly agreed in writing that it is a deadline, is only indicative. The contractor is also in default, even with an agreed deadline, after the client has given him written notice of default. Client continues to owe the costs already incurred by contractor with regard to the assignment.

8.2

The binding of the contractor to the possibly agreed delivery deadline expires if the client and the contractor have agreed to change the specifications of the assignment in writing. The parties are obliged to agree a new period in such a case.

8.3

In the performance of the agreement, the client is obliged by the contractor to do everything that is reasonably necessary or desirable to enable timely delivery by the contractor.

8.4

The contractor is entitled to change the agreed term if the client provides additional laborious text, unclear copy or inadequate data carriers which the contractor requires more work than could reasonably be expected upon entering into the agreement. The above list is not exhaustive. Changes and / or additions by the contractor and client must be accepted in writing.

## **Article 9 - Examination upon delivery**

9.1

The client is obliged immediately after delivery to investigate whether the contractor has properly complied with the agreement and is furthermore obliged to immediately inform the contractor in writing as soon as the contrary is apparent to him. Client must do the aforementioned investigations and the relevant notification within thirty days after delivery.

9.2

The fulfillment of the agreement is deemed valid by the parties if the client has failed to carry out the investigation or notification referred to in paragraph 1 of this article within the stipulated period.

9.3

If the thirty-day period referred to in paragraph 1 of this article must also be regarded as unacceptably short for a careful and alert client, this period will be extended to no later than the first time at which the investigation or the knowledge is notified. proposing the contractor is reasonably possible for the client.

9.4

The performance of the contractor is in any case deemed to be sound if the client has processed or delivered the delivered goods, delivered them to third parties or commissioned them, had them processed or processed or supplied them to third parties.

## **Article 10 - Copyright**

10.1

The copyright on the source code remains in the hands of the contractor at all times, the client only receives the right of use, unless the parties have explicitly agreed otherwise

10.2

Unless otherwise agreed, the contractor retains and retains full intellectual property rights, copyrights, patent rights and trademark rights to the performance delivered by him. This includes; translations, documents, designs, illustrations, animations, music and effects.

10.3

The client is obliged to indemnify the contractor against claims based on infringement of intellectual property rights, patent rights and trademark rights concerning the implementation of the agreement.

10.4

There are costs associated with transferring copyright. These amount to a maximum of once again the agreed price of the service or product. The contractor will only explicitly state these costs if the client has requested them when submitting an offer or special request.



## **Article 11 - Force majeure**

### 11.1

Shortcomings on the part of the contractor cannot be attributed to him if they are not due to his fault or are not for his account under the law, the agreement or the prevailing views of society.

### 11.2

Shortcomings by the contractor in the fulfillment of the agreement as a result of fire, accident, illness, export restrictions, governmental measures or other circumstances over which the contractor cannot exert influence are regarded as not attributable to the contractor and do not entitle the client to dissolve the contract. the agreement or for compensation. If this is the case, the contractor is obliged 5 days after the date of delivery to transfer the possibly produced code from that moment to the client.

### 11.3

In the event of force majeure, the contractor is entitled to invoice the work already performed separately.

## **Article 12 - Liability**

### 12.1

Contractor's liability is limited to the price agreed for the assignment, with a maximum of € 2,500.

### 12.2

The contractor is not liable for consequential damage, including business damage, delay damage, lost profit from whatever cause and by whomever suffered, unless according to the standards of reasonableness and fairness the contractor should nevertheless be liable under the given circumstances. In such a case, the liability of the contractor is limited to the price agreed for the assignment with a maximum of € 5,000.

### 12.3

The contractor is not liable for personal injury from whatever cause and by whomever suffered, unless according to the standards of reasonableness and fairness the contractor should nevertheless be liable under the given circumstances. In such a case, the liability of the contractor is limited to a price agreed for the assignment, with a maximum of € 5,000.

### 12.4

The contractor is not liable for damage, loss or theft of information carriers of any kind made available to him for the fulfillment of the agreement.

### 12.5

The contractor is not liable for costs or damages of any nature whatsoever and suffered by anyone, which are the result of the transport or the sending of information (carriers). This also includes the delivery of the performance from the agreement.

### 12.6

The contractor is not liable for the content of products and / or texts supplied by the client, in both original and translated form.

### 12.7

If the contractor is held liable by a third party in respect of any damage for which he is not liable under the agreement with the client or these general terms and conditions, the client will fully indemnify him in this regard and the contractor will reimburse everything that he may have to pay to this third party.



**Article 13 - Dispute Resolution**

13.1

All disputes that may arise as a result of tenders, offers and / or agreements between the client and the contractor or further agreements concluded between them as a result thereof, will only be settled by the competent court in The Hague or another person to be designated by the contractor. competent court.

**Article 14 - Applicable law**

14.1

The agreement between client and contractor is governed by Dutch law.