Terms and conditions

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Definitions

This is a translation provided for convenience. The Dutch version is legally authoritative.

- IT Commerce Solutions B.V.: IT Commerce Solutions B.V., registered in Groningen under Chamber of Commerce number 94353603.
- Client: the party with whom IT Commerce Solutions B.V. has entered into an agreement.
- Parties: IT Commerce Solutions B.V. and the Client together.
- Consumer: a Client who is also an individual acting in a private capacity.

Applicability of general terms and conditions

- These terms and conditions apply to all quotes, offers, work, orders, agreements and deliveries of services or products by or on behalf of IT Commerce Solutions B.V..
- Parties may only deviate from these terms and conditions if they have expressly agreed to do so in writing.
- The Parties expressly exclude the applicability of any supplementary or deviating general terms and conditions of the Client or third parties.

Offers and quotes

- Offers and quotes from IT Commerce Solutions B.V. are without obligation, unless expressly stated otherwise.
- An offer or quote is valid for a maximum of 2 weeks, unless a different acceptance period is specified.
- If the Client does not accept an offer or quote within the applicable period, the offer or quote will lapse.
- Offers and quotes do not apply to repeat orders, unless the Parties have expressly agreed to this in writing.

Acceptance

- Upon acceptance of a non-binding quote or offer, IT Commerce Solutions B.V. reserves the right to withdraw the quote or offer within 3 days of receiving the acceptance, without the Client being able to derive any rights from this.
- Verbal acceptance by the Client is only binding on IT Commerce Solutions B.V. once the Client has confirmed this in writing or electronically.

Prices

- All prices charged by IT Commerce Solutions B.V. are in euros, excluding VAT and excluding any other costs such as administration fees, levies, and travel, shipping or transport costs, unless expressly stated or agreed otherwise.
- IT Commerce Solutions B.V. may change any prices listed for products or services on the website or otherwise communicated at any time.
- The price for services is determined based on the hours actually spent.
- The price is calculated according to the standard hourly rates of IT Commerce Solutions B.V. applicable to the period in which the work is carried out, unless a different hourly rate has been agreed.
- If the Parties have agreed on a total amount for a service, this is considered a target price, unless the Parties have expressly agreed on a fixed price in writing.
- IT Commerce Solutions B.V. is entitled to deviate from the target price by up to 10%.
- If the target price exceeds 10%, IT Commerce Solutions B.V. must inform the Client in a timely manner why a higher price is justified.
- If the target price exceeds 10%, the Client has the right to cancel the part of the assignment that exceeds the target price plus 10%.
- IT Commerce Solutions B.V. has the right to adjust prices annually.
- IT Commerce Solutions B.V. will communicate price adjustments to the Client before they take effect.
- The Consumer has the right to terminate the agreement with IT Commerce Solutions B.V. if they do not agree with the price increase.

Consequences of late payment

- If the Client does not pay within the agreed term, IT Commerce Solutions B.V. is entitled to charge interest of 25% per month from the day the Client is in default, with a partial month counted as a full month.
- When the Client is in default, they also owe extrajudicial collection costs and any damages to IT Commerce Solutions B.V..
- Collection costs are calculated in accordance with the Dutch Decree on compensation for extrajudicial collection costs.
- If the Client does not pay on time, IT Commerce Solutions B.V. may suspend its obligations until the Client has met its payment obligation.
- In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the Client, the claims of IT Commerce Solutions B.V. against the Client are immediately due and payable.
- If the Client refuses to cooperate with the performance of the agreement by IT Commerce Solutions B.V., they are still obliged to pay the agreed price to IT Commerce Solutions B.V..

Right of suspension, set-off and insurance

- Unless the Client is a Consumer, the Client waives the right to suspend the performance of any obligation arising from this agreement.
- Unless the Client is a Consumer, the Client waives their right to set off a debt to IT Commerce Solutions B.V. against a claim on IT Commerce Solutions B.V..

- The Client is obliged to adequately insure and keep insured the relevant items against, among other things, fire, explosion and water damage, and theft.
- The Client will provide the insurance policy for inspection at the first request of IT Commerce Solutions B.V..

Warranty and performance of the agreement

- When the Parties have entered into an agreement of a service-oriented nature, this contains only best-efforts obligations for IT Commerce Solutions B.V. and no obligations to achieve a specific result.
- IT Commerce Solutions B.V. will carry out the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- IT Commerce Solutions B.V. has the right to have the agreed services partly performed by third parties.
- The performance of the agreement takes place by mutual consultation and after written consent and payment of any agreed advance by the Client.
- It is the responsibility of the Client to ensure that IT Commerce Solutions B.V. can start performing the agreement on time.
- Any additional costs and/or additional hours resulting from this are at the Client's expense.

Provision of information by the Client

- The Client will make all information, data and documents relevant to the correct performance of the agreement available to IT Commerce Solutions B.V. in a timely manner and in the desired form and manner.
- The Client is responsible for the accuracy, completeness and reliability of the information, data and documents provided, even if they originate from third parties.
- If and to the extent that the Client requests this, IT Commerce Solutions B.V. will return the relevant documents.
- Additional costs and additional hours resulting from late or incorrect provision of information are at the Client's expense.

Intellectual property and penalty clause

- IT Commerce Solutions B.V. retains all intellectual property rights to, among other things, designs, drawings, writings, data carriers, quotes, images, sketches, models and mock-ups, unless the Parties have agreed otherwise in writing.
- The Client may not copy, display, make available or otherwise use these rights without prior written consent from IT Commerce Solutions B.V..
- In the event of a breach of the article on confidentiality or intellectual property, the other party forfeits an immediately payable penalty per breach.
- For Consumers, this penalty is 1,000 euros; for legal entities, this penalty is 5,000 euros.
- In addition, the other party forfeits 5% of the stated amount for each day the breach continues.
- No notice of default or legal proceedings are required for this penalty to become payable.
- The penalty clause does not affect the right of IT Commerce Solutions B.V. to claim additional damages.

Indemnification, complaints and notice of default

- The Client indemnifies IT Commerce Solutions B.V. against all claims from third parties related to the products and/or services delivered by IT Commerce Solutions B.V..
- The Client must inspect a delivered product or rendered service for any deficiencies as soon as possible.
- The Client must notify IT Commerce Solutions B.V. of any deficiencies within 1 month of discovery at the latest.
- Consumers must notify IT Commerce Solutions B.V. of any deficiencies within 1 month of discovery at the latest.
- The Client must provide as detailed a description of the deficiency as possible and demonstrate that the complaint relates to an agreement between the Parties.
- A complaint about ongoing work does not mean that IT Commerce Solutions B.V. must perform work other than what was agreed.
- Notices of default must be communicated to IT Commerce Solutions B.V. in writing and must actually be received in a timely manner.

Liability

- If IT Commerce Solutions B.V. enters into an agreement with multiple clients, each of them is jointly and severally liable for the full amounts due under that agreement.
- IT Commerce Solutions B.V. is only liable for damage if and to the extent that such damage was caused by intent or conscious recklessness.
- If IT Commerce Solutions B.V. is liable, this applies exclusively to direct damage arising from or related to the performance of an agreement.
- IT Commerce Solutions B.V. is never liable for indirect damage, such as consequential damage, lost profits, missed savings or damage to third parties.
- Liability is limited to the amount paid out by a professional liability insurance policy, or otherwise to the relevant part of the invoice amount.
- Images, photos, colors, drawings and descriptions on the website or in a catalog are indicative and cannot give rise to damages, dissolution or suspension.
- Any right of the Client to damages will in any case expire 12 months after the event from which the liability arises.

Dissolution, force majeure and amendments

- The Client has the right to dissolve the agreement if IT Commerce Solutions B.V. is attributably in breach of its obligations, unless this breach does not justify dissolution.
- If performance is not permanently or temporarily impossible, dissolution can only take place after IT Commerce Solutions B.V. is in default.
- IT Commerce Solutions B.V. has the right to dissolve the agreement with the Client if the Client does not fully or timely meet its obligations, or when there is a well-founded fear that this will happen.
- Force majeure includes, among other things, emergencies, defaults by suppliers or third parties, power, internet, computer and telecom outages, computer viruses, strikes, government measures, transport problems, poor weather conditions and work interruptions.

- In the event of force majeure, obligations are suspended until IT Commerce Solutions B.V. is able to fulfill them again.
- From the moment the force majeure situation has lasted at least 30 calendar days, both Parties may dissolve the agreement in writing, in whole or in part.
- IT Commerce Solutions B.V. is not liable for any damages in a force majeure situation.
- If it proves necessary to change or supplement the content of the agreement for its performance, the Parties will adjust the agreement in a timely manner and by mutual consultation.
- IT Commerce Solutions B.V. is entitled to change or supplement these general terms and conditions.
- Minor changes may be made at any time; major substantive changes will be discussed with the Client in advance as much as possible.
- Consumers are entitled to terminate the agreement in the event of a material change to the general terms and conditions.

Transfer of rights, nullity and applicable law

- If one or more provisions of these general terms and conditions prove to be void or voidable, this does not affect the remaining provisions.
- A void or voidable provision will be replaced by a provision that best reflects the intention of IT Commerce Solutions B.V..
- Dutch law applies exclusively to every agreement between the Parties.
- The Dutch court in the district where IT Commerce Solutions B.V. is established has exclusive jurisdiction to hear any disputes between the Parties, unless the law prescribes otherwise.
- Drafted on January 1, 2024.