

# General terms of delivery

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### Article 1: Definitions

- 1.1. User: Alexaa. and its legal successors.
- 1.2. Client: natural and legal persons who conclude an agreement with Alexaa.

### Article 2: General

- 2.1. These conditions apply to all offers and agreements between user and client, unless explicitly deviated from in writing.
- 2.2. The user explicitly rejects the applicability of any conditions of the client.
- 2.3. If any condition is wholly or partially nullified or destroyed, the other conditions will remain in full force. The user will then, together with the client, replace the void or voided condition with a new condition. The new condition is formulated according to the purpose and intent of the condition to be replaced.
- 2.4. These conditions also apply to agreements whereby the user engages third parties for the implementation.
- 2.5. If a condition is unclear, it must be interpreted in the spirit of these conditions. This explanation is also used when a situation has arisen that is not regulated in these conditions.
- 2.6. The user may deviate from or otherwise implement these conditions for the benefit of the client. However, this does not mean that these conditions do not apply. User reserves the right to demand compliance with these conditions.

### Article 3: Offer

- 3.1. The offer is without obligation and valid for 14 days after date.
- 3.2. If the client has not accepted the offer in writing within the term, the offer will lapse and the user is entitled to change or withdraw the offer.
- 3.3. User has the right to change or withdraw an offer if it is based on incorrect or incomplete information provided by the client.

### Article 4: Agreement

- 4.1. The agreement is entered into in writing and for an indefinite period of time, unless the nature or content of the agreement dictates otherwise.
- 4.2. The agreement describes the services that will be performed and the hourly rate or the agreed price. If it turns out in the interim that the agreement is not sufficient or if one of the parties wants to change the agreement, this can be done in mutual consultation. The agreed price can then possibly also be changed. The change is agreed in writing.
- 4.3. When executing the agreement, the user will adhere to the requirements of good workmanship. User executes the agreement to the best of his knowledge and ability. This on the basis of the state of the art known at that time. User has only an effort obligation and gives no guarantees to achieve an intended result.



4.4. When the agreement can be divided into separate parts, the user can choose to invoice it separately. User can suspend parts of the agreement when he needs approval for the result of the previous part.

4.5. User has the right to change or withdraw the agreement when this agreement is based on incorrect or incomplete information provided by the client. The user can suspend the agreement or charge extra costs if the required information is not provided by the client in a timely, incorrect or incomplete manner.

4.6. User can terminate or change the agreement prematurely with a notice period of one month. The user can prematurely terminate or change the agreement without notice if there are circumstances that make the execution of the agreement impossible or as a result of which the unaltered maintenance of the agreement cannot be required from the user. In addition, the user can suspend or terminate the agreement without notice if the client acts contrary to the agreement or these conditions. The agreement cannot be prematurely dissolved or changed by the client.

4.7. At the user's discretion, the agreement can be performed in whole or in part by third parties.

4.8. The user can suspend or dissolve the agreement with immediate effect if the client fails to fulfill its obligations arising from the agreement or fails to do so in time or if the user has a well-founded fear that this will occur and this suspension justifies suspension or dissolution. In this case, the user has no obligation to pay compensation or compensation, while the client is obliged to do so because of the default.

4.9. Termination of the agreement is concluded when the services are provided by the user and the amount due has been paid by the client.

4.10. User has the right to immediately terminate the agreement without notice or notice of default if the client applies for a moratorium, is granted a moratorium, applies for bankruptcy or a debt rescheduling scheme, is declared bankrupt, or the debt rescheduling scheme is declared or his company becomes liquidated.

#### Article 5: Change of conditions

5.1. User reserves the right to change these conditions. The changed conditions will only take effect when they have been made known to the client.

5.2. The client reserves the right to terminate the agreement within two weeks after the changed conditions have been made known to him.

5.3. If the client has not responded to the notification within two weeks, the user is entitled to assume that the client has accepted the changed conditions.

#### Article 6: Fee

6.1. The hourly rate of the user is exclusive of turnover tax, travel costs and other expenses.

6.2. Instead of an hourly rate, a total amount can be agreed in advance or in the interim.

#### Article 7: Prices and payment

7.1. Unless otherwise stated or agreed, the prices are exclusive of turnover tax.



7.2. Payment must be made before commencement of the order to execute, in a manner designated by the user and in the currency in which the invoice has been made.

7.3. Objections to the invoice amount must be reported to the user in writing within 14 days of the invoice date.

7.4. The Client is in default by operation of law if he does not pay within the payment term. The private client is in default if he defaults after he has not paid within the payment term or within the reasonable term after a reminder. The client owes statutory interest on the outstanding amount from the time of default until the time of full payment.

7.5. If the client remains in default, all reasonable extrajudicial and usual judicial costs related to the collection will be for the client's account. Statutory interest is also charged on these costs.

7.6. Payments from the client first serve to pay the costs of the collection, then to pay all interest and finally to pay the principal, even if the client indicates otherwise when making the payment.

7.7. The client is never entitled, without the user's consent, to set off a user's debt with an invoice. The client's objections to the services provided or the amount of the invoice do not suspend the payment obligations. The client may not suspend payment for other reasons, unless he can rely on one of the articles under section 6.5.3. of book 6 of the Civil Code.

7.8. The user is entitled to have the client pay an advance. The client is obliged to supplement this advance if the user deems this desirable.

#### Article 8: Liability

8.1. If the user is liable for any damage, the user's liability is limited to direct damage. The user's liability is limited to a maximum of the invoice value of the agreement, or at least to that part of the agreement to which the liability relates. The liability of the user is in any case limited to the sum for which the user is insured.

8.2. User is never liable for indirect damage, such as consequential damage, loss of profit, missed savings and damage due to business interruption. The user is also never liable for damage caused by the user assuming incorrect or incomplete information provided by or on behalf of the client.

8.3. Direct damage is exclusively understood to mean: the reasonable costs incurred to determine the cause and the extent of the damage, the reasonable costs incurred to still execute the agreement correctly and reasonable costs to prevent or limit the damage. These costs only fall under direct damage if it is determined that the damage is attributable to the user.

8.4. The limitation of the liability of the user is only valid if there is no damage as a direct result of intent or gross negligence of the user, one of his subordinates or engaged third parties.

8.5. If the user cannot or cannot properly fulfill the agreement through the actions of the client, the client is liable for all direct and indirect damage on the part of the user.

8.6. The client indemnifies the user against any claims from third parties that suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than the user. If the user should be held liable by third parties for this reason, the client is obliged to assist the user both in and out of court and to



immediately do everything that may be expected of him in that case. If the client fails to take adequate measures, the user is entitled, without notice of default, to do so himself. All costs and damage that arise on the part of the user and third parties are fully for the account and risk of the client.

#### Article 9: Intellectual property

9.1. User reserves all intellectual property rights.

9.2. All knowledge that the user obtains through the implementation of the concluded agreement may be used by the user for other purposes, unless it concerns confidential data of the client.

#### Article 10: Information

10.1. The client's details will be treated confidentially by the user and will never be resold to third parties without the client's prior permission.

10.2. Client data is used to a limited extent by the user for direct marketing. Direct marketing includes direct mailing and telemarketing.

#### Article 11: Force majeure

11.1. In case of force majeure, the obligations of the user, arising from the concluded agreement with the client, will be suspended. User informs client as soon as possible of the force majeure situation.

11.2. Force majeure, in addition to what is understood by force majeure in law and jurisprudence, also includes all external causes, foreseen or unforeseen, over which the user cannot exert influence and as a result of which the user is unable to fulfill his obligations. This could include strikes, technical complications, illness of deployed personnel, government measures, disruptions, etc.

11.3. User has the right to suspend his obligations during the force majeure situation. User has no obligation to compensate any damage as a result of the force majeure situation.

11.4. Parties have the right to terminate the agreement if the force majeure situation lasts longer than 60 days. Parties have no obligation to compensate any damage as a result of the dissolution.

11.5. If the user has already partially fulfilled the agreement or is still able to fulfill it and this part has independent value as such, the user has the right to invoice this part separately. There is a separate agreement, which is why the client is obliged to pay this invoice.

#### Article 12: Applicable law and disputes

12.1. All legal relationships to which the user is a party are exclusively governed by Dutch law, even if an agreement is wholly or partly executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

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

12.3. Parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.



