

General Terms and Conditions Debiteuren365.nl B.V. in Hoorn

Article 1: General

1.1 The customer acknowledges the applicability of these General Terms and Conditions by the mere fact

of giving an order to Debiteuren365.nl B.V., of whatever nature, unless this conditions have been expressly rejected in writing by the customer. A single reference by the customer according to its own conditions or a standard clause on the letterhead or in the customer's own terms and conditions with the content of the exclusive operation of these own conditions are not sufficient for this.

1.2 If, regarding certain subjects regulated by these terms and conditions, deviations have agreed, the present General Terms and Conditions shall remain in effect for the remainder that agreement is in effect. Agreed deviations never apply to more than one order, unless confirmed in writing each time.

1.3 These terms and conditions apply to all Debiteuren365.nl B.V. with her customers agreements to be concluded and the obligations arising therefrom, with the exclusion of other conditions that may be declared applicable by customers.

1.4 The customer is understood to mean anyone who gives Debiteuren365.nl B.V. want an order provide or provide, in any way, of the software products of Debiteuren365.nl B.V., or of the debiteuren365.nl B.V. third-party software to be delivered wishes to use or makes use of its connection with the software wishes to use or makes use of the services, or any wishes to conclude or conclude an agreement of a different nature with it.

1.5 Conditions, stipulations etc. with agents, representatives, or other intermediaries agreed, which deviate from these conditions bind Debiteuren365.nl B.V. only, if these have been expressly confirmed by it in writing.

Article 2: Quotations

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

Debiteuren365.nl B.V. is only bound after it has received the order in writing or by e-mail confirmed.

2.2 If an order is quoted on the basis of subsequent calculation, the quoted prices as a guideline only. The actual by Debiteuren365.nl B.V. or by her

third parties engaged and the hours worked by Debiteuren365.nl B.V.

costs incurred will be passed on.

2.3 In the case of composite quotations, there is no obligation to deliver a part against a corresponding part of the price quoted for the whole.

2.4 All by Debiteuren365.nl B.V. prices quoted are exclusive of VAT, packaging, courier, shipping costs, parking fees, etc. and/or other on the software and/or services as such pressing taxes, charges, or duties, including unforeseen external costs understood, unless explicitly stated otherwise on the order confirmation.

2.5 The prices in the quotations only apply to the quantities indicated.

2.6 If data, information carriers

etc. have been submitted, Debiteuren365.nl B.V. not held to the for the whole quoted price if it turns out that the part of the assignment for which no data has been submitted proportionally more labour required than the part for which data has been submitted.

2.7 If an order is not received, Debiteuren365.nl B.V. reserves the right for the made to charge design, analysis and calculation costs or a part thereof, a and other only if one can speak of an in-depth study of the project will then be calculated according to use and fairness in consultation with the customer.

2.8 Change of quoted prices, without prior notice and after shipment of the order confirmation are expressly reserved; so, will Debitueren365.nl are entitled to, since the conclusion of the agreement and before the entire delivery has occurred increases in purchase prices, wages, social security employer's contributions and/or other employment conditions, as well as increases in other rates, duties, charges, levies, and taxes, as well as any change in exchange rates, which for Debiteuren365.nl B.V. cost-increasing, to be passed on to the customer.

2.9 The images, descriptions, etc. that are attached, displayed, or communicated with the offers are only a general representation. Changes that affect the actual design differs slightly from intended models, images, or descriptions, but which does not substantially alter the technical and aesthetic execution, oblige Debiteuren365.nl B.V. not to any compensation and give the customer does not have the right to refuse receipt or payment.

2.10 Offers and deliveries of non-standard software and customization are based on data, as provided by the customer and relate exclusively to by Debiteuren365.nl B.V. applications and specifications stated in writing. Discussions operation and contents of such software shall be in writing and the customer signed for approval. In the absence of such reporting, development of this non-standard software and customization at the risk of the customer. Changes to already approved reports will be charged extra based on recalculation.

2.11 Development of non-standard software and customization should be seen as a effort agreement and not as a result agreement. All development costs, which could not be counted on in the offer, which arise because of changes in the customer specifications during development or that may arise during the implementation of the developed software is therefore charged on to the customer.

Article 3: Duration and termination

3.1 For all orders not given in writing, the customer can submit a written notice within seven days indicate that they still want to cancel the order.

3.2 The changes in the execution thereof, must be timely and in writing by the customer to Debiteuren365.nl B.V. term have been notified. If they are reported verbally, by e-mail or by telephone, then it is risk of the implementation of the change for the account of the customer, unless this changes in writing by Debiteuren365.nl B.V. have been confirmed.

3.3 If the customer cancels the order given in whole or in part, he is obliged to full compensation for the agreed service or delivery.

3.4 Agreed services can be provided up to ten days before the start of these activities be resisted free of charge, if moved between ten and five days before the start of the work will be charged 25% of the cost of the work, Bee relocation within five days before the start of the work, 50% of the costs of the work. Agreed Work must be purchased within one year after the agreement, failing which the right to perform the work lapses, while the fully agreed compensation remains due.

3.5 Changes to the original order, of whatever nature, written or oral applied by or on behalf of the customer, which cause higher costs than at quotation and/or order confirmation, the customer will be charged extra charged.

3.6 Binding changes and/or cancellations of orders placed, or orders given Debiteuren365.nl B.V. only after written acceptance.

3.7 Debiteuren365.nl B.V. reserves the right to perform more work than stated in the written order or in the order confirmation and to invoice the customer if these activities are in the interest of the customer and/or for the good execution of the assignment. The customer will be informed as soon as possible of the performance of these additional activities.

3.8 Assignments that result in regularly repetitive, whether slightly from each other deviating activities must be performed, unless expressly otherwise has been agreed - deemed to have been given for an indefinite period.

3.9 In the event of termination of an assignment for an indefinite period, each of the parties must notice period of at least three months. An agreement entered for a certain period is tacitly extended for the same period as initially agreed unless the customer is no later than three months before the end of the contract period in writing that it wishes to terminate the agreement.

Article 4: Prices

Prices quoted by Debiteuren365.nl B.V. are communicated in the context of offers are always without obligation, unless it has been expressly stated that they are final. The definitive prices stated in offers are valid for only 15 days. All prices are exclusive of VAT. Debiteuren365.nl B.V. reserves the right to change the rates. The customer will be informed of this via the Debiteuren365.nl B.V. website.

Article 5: Delivery, payment, and protest periods

5.1 The information provided by Debiteuren365.nl B.V. stated delivery times are indicative and not binding,

unless expressly agreed otherwise. Delay in delivery is in no way justified on cancellation of an order or compensation.

Any complaint regarding the delivery, of whatever nature, must be submitted by the customer within 8

working days from the delivery of the goods or the start date of the performance of the services to be disclosed to Debiteuren365.nl B.V. and this by registered mail letter. Any complaints regarding the delivery or performance cannot be used as a pretext be used to suspend or delay payment of invoices.

5.2 Defects that were not reasonably apparent within the term stated in the previous paragraph can be detected, must immediately after detection to Debiteuren365.nl BV reported, while use should be limited as much as possible.

5.3 Defects in part of the delivered goods do not entitle to reject the whole performance delivered.

5.4 The customer will pay all amounts provided by Debiteuren365.nl B.V. for investigation of the complaint desired

cooperate, for example by providing data and/or by Debiteuren365.nl

BV the opportunity to investigate on the spot or to have it carried out

to the quality and/or quantity of the performance delivered. Debiteuren365.nl B.V. is too

at all times entitled to demonstrate that the software supplied by it is properly

functions by making a test run on or with the aid of its belonging or

equipment and/or software to be designated by it.

5.5 If Debiteuren365.nl B.V. deems a defect in the delivered performance has been demonstrated, it will

have the choice either to repair the unsound performance free of charge, or

the customer a discount to be determined in mutual consultation on the agreed invoice amount.

5.6 The lack of written protest of an invoice within 8 working days from the date

dispatch thereof, the irrevocable acceptance of the invoice and the

amounts, products, and services. The latest due date of an invoice is 14 days after

invoice date. If the customer has not made payment within 14 days after the invoice date, taken care of, the customer is in default without further notice of default and is

due from the due date also a monthly contractual interest equal to 1%

owed.

5.7 Invoicing for customized deliveries takes place on the basis of instalments. We handle

the following scale: At the start of the project 30 %

at 1st

delivery of a working version 30%

30% upon delivery of the final test

10% upon final delivery

5.8 After the expiry date, the customer is also liable for the extrajudicial as well as the court costs. If the customer is a legal person, or a natural person who acts in the exercise of a profession or business, a claim is made extrajudicial costs of 15% of the principal due, with a minimum of € 75.00 (excl. VAT).

5.9 If the customer is a consumer, extrajudicial costs will be charged according to "The Decree on Reimbursement for Extrajudicial Collection Costs" as referred to in paragraph 4 of art. 6:96 CC.

The extrajudicial costs are as follows:

- Minimum rate € 40.00
- 15% on the first € 2,500.00
- 10 % on the next € 2,500.00
- 5% on the next € 5,000.00
- 1% on the next €190,000.00
- 0.5% on the excess of the principal with a maximum of € 6,775.00.

5.10 Disruptions in the company because of force majeure (such as: war, mobilization, riots, flooding, closed aviation, obstructed shipping, and others disruptions in transport, stagnation in, or limitation or discontinuation of the supplies by public utilities or other energy or data communication companies, the occurrence of hitherto unknown viruses, lack of fuel, fire, machine breakdown and other accidents, strikes, lockouts, occurrence of workers' organisations, making production impossible, measures of government, non-delivery of necessary software to Debiteuren365.nl B.V. by means of third parties and other unforeseen circumstances, including in the country of origin of the software, which interfere with normal operations and delay the execution of an order or make it reasonably impossible) dismiss Debiteuren365.nl B.V. of complying with the agreed term or of the obligation to perform, without the customer on that account any right or compensation for costs, damages, or interest.

5.11 In the event of force majeure, Debiteuren365.nl B.V. immediately notify the customer, in which case the customer, after receipt of the notification, will have the right to cancel the order in writing, however with the obligation Debiteuren365.nl B.V. to reimburse the already performed part of the assignment. Debiteuren365.nl B.V. also has the right to invoke force majeure if the circumstance that constitutes force majeure occurs after its performance should have been delivered.

Article 6: Delivery of software

6.1 The delivery of the products/services only entitles the non-exclusive use of the programs concerned, for the agreed number of users on the agreed locations.

6.2 The customer acknowledges by placing an order in advance by Debiteuren365.nl B.V. to be sufficiently informed about the possibilities of the supplied software.

The terms of use of standard software that are not provided by Debiteuren365.nl B.V. is becoming developed but licensed to the customer under the agreement given, will be complied with by the customer. The customer acknowledges the software only for its own internal business processes. No use is allowed by third parties for the customer's business processes. Any breach of these terms and conditions may in no way to a liability of Debiteuren365.nl B.V. lead.

6.3 Debiteuren365.nl B.V. undertakes to perform the duties assigned to it to the best of its knowledge

and can perform, but it is not liable for the failure to achieve the purpose intended by the customer.

6.4 If, during the execution of a contract by Debiteuren365.nl B.V. accepted order appears, that because of being paid to Debiteuren365.nl B.V. unknown circumstances or by force majeure the assignment is not feasible, Debiteuren365.nl B.V. the right to demand that the order be amended in such a way that its execution is possible is becoming. The additional or reduced costs incurred because of such a change will be settled between the parties, while the customer is obliged to pay the BV to reimburse work already performed but proved to be useless.

6.5 No agreement whatsoever with Debiteuren365.nl B.V. entails a transfer of any

intellectual property rights in any software, unless expressly stated otherwise agreed. Debiteuren365.nl B.V. or its licensor remain the full and exclusive owners of the software.

Article 7: Unauthorized use

The customer may not use the services or facilities offered in any way to commit infringements, cause damage or hindrance regarding Debiteuren365.nl B.V. or third parties. The customer's activities should also not be a reason give to that. The customer waives his right to claim any compensation from Debiteuren365.nl BV to claim.

Article 8: Liability

8.1 In the case of delivery of data by the customer, Debitor365 is, except in the event of debt or intent to be proved by the customer on the part of Debiteuren365.nl B.V., not liable for the incompleteness of the data supplied, nor for the quality of this data.

8.2 Debiteuren365.nl B.V. accepts no responsibility for defects, caused by or arising from the delivered goods through fault or action of the customer or third parties, or for external causes.

8.3 Under no circumstances is Debiteuren365.nl B.V. liable for indirect damage such as: commercial or financial losses, loss of data, loss of reputation, profit or loss of business, loss of customers and losses because of legal action by third parties taken against the customer. Debiteuren365.nl B.V. can in no way be held liable for any failure of the Internet connection by technical or other malfunctions both inside and outside the Debiteuren365.nl B.V. network. The customer is solely responsible for the proper use of the product, service or the software considering the specifications, the documentation and the instructions from Debiteuren365.nl B.V.

8.4 Software, non-standard software and customization are provided "as is". Debiteuren365.nl B.V. is not liable for damage resulting from improper use or the functioning of the software.

8.5 The presence of errors (bugs) in standard third-party software that of the software in outline never give the customer the right to

to reject the affected software in whole or in part. The liability of Debiteuren365.nl B.V. never goes further than to try to contact the producer of the concerned software to move the software in a subsequent version of the software to correct these errors.

8.5 Debiteuren365.nl B.V. shall only be liable to the customer for the actual suffered and proven damage resulting from the damage in the agreement with Debiteuren365.nl B.V.

obligations entered into in agreements, thus to the exclusion of any other implied or unwritten obligations. The liability of Debiteuren365.nl B.V.

in accordance with or in connection with a contract with Debiteuren365.nl B.V. concluded agreement will, per

claim or series of claims, arising from the same fact or cause, in any case

do not exceed the total of the invoiced and paid by the customer

amounts for the purchase price or recurring costs of the service over a period

of three (3) months preceding the occurrence and relating to the

specific project to which the claim is related.

Article 9: Privacy and data processing

9.1 The Client is the controller based on legislation and regulations regarding the processing of personal data responsible for compliance with these laws and regulations. Responsibility for the personal data processed in the context of the services provided lies with the Client.

Debiteuren365.nl B.V. acts as a "processor" within the Agreement and the Parties

have laid down the agreements regarding the processing of personal data in the

Processing agreement of Debiteuren365.nl B.V. Client stands against it

Debtors365 guarantees that the content, use and/or processing of the

personal data is not unlawful and does not infringe any right of a

third party, that this personal data is lawfully collected and shared and indemnified

Debtors365 against any legal claim from a third party, for whatever reason, in

connection with the processing of this personal data, unless the Client proves that

the facts underlying the claim to Debiteuren365.nl B.V.

be accountable.

If we process your personal data, you have the right to request us to access you

in your personal data and/or correct it. A request for access or

correction can be sent to us by letter. For questions or comments about our privacy policy, please contact Debiteuren365.nl B.V.

Article 10: Miscellaneous

10.1 The rights and obligations arising from the agreements concluded with Debiteuren365.nl B.V. arising for the customer shall not be subject to third parties, either in part or in their entirety transferred without the prior written consent of Debiteuren365.nl B.V.

10.2 If a provision of a contract with Debiteuren365.nl B.V. concluded agreement or the its application to any party or circumstance, at any level becomes or is unenforceable, this will not affect the remainder of the agreement.

10.3 Changes to contact details such as addresses, telephone numbers and e-mail addresses of the customer must timely notify Debiteuren365.nl B.V. by the customer. be communicated.

Article 11: Applicable law and exclusive jurisdiction

11.1 All agreements and transactions of Debiteuren365.nl B.V. is only it Dutch law applies.

11.2 All disputes, by whatever name, shall be subject to the judgment of the Dutch competent court in Alkmaar, to the exclusion of all other arbitrating, advisory and judicial bodies.

Article 12: Intellectual property rights

12.1 All intellectual property rights about the products and/or services as well as the designs, software, documentation, and all other materials being developed and/or used to prepare or implement the agreement between Debiteuren365.nl BV and the customer, or those arising therefrom, rest exclusively with Debiteuren365.nl BV or its suppliers. The delivery of products and/or services does not extend to any transfer of intellectual property rights.

12.2 The customer only acquires a non-exclusive and non-transferable right of use to the use of the products and results of the services for the agreed targets. In such use, the customer will strictly adhere to the conditions, laid down in the general terms and conditions or otherwise imposed on the customer.

12.3 The customer is not allowed to implement a design by Debiteuren365.nl B.V. at modify, repeat or multiply, even if it is only part of the

design by Debiteuren365.nl B.V. concerned, without the express written permission from Debiteuren365.nl B.V. Debiteuren365.nl B.V. can meet such attach conditions to consent, pay a monetary compensation below it understood. The customer will provide indications of Debiteuren365.nl B.V. or its suppliers concerning copyrights, trademarks, trade names or other intellectual property rights do not remove or alter ownership.

12.4 Debiteuren365.nl B.V. guarantees that it is entitled to the said right of use to the customer and indemnifies the customer against any claims from third parties in this regard. This provision does not apply if and insofar as the products and/or results of the services have been changed and/or if they have been provided in connection with goods from third parties, unless the customer demonstrates in the latter case that the claims of third parties only relate to the services provided by Debiteuren365.nl B.V. delivered products and/or results of the services.

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