

General Terms and Conditions Welisa B.V.

Last updated 13 October 2020

Article 1 Scope

1. These General Terms and Conditions apply to all assignments, offers and agreements to which Welisa B.V. (Welisa) (Chamber of Commerce 74430513) is party, unless otherwise expressly agreed in writing.
2. All offers are without obligation. Any purchasing or other conditions of the Customer do not apply, unless expressly accepted by Welisa in writing.

Article 2 Entering into an agreement

1. Agreements and any further agreements, which have not been entered into in writing, are only binding after written confirmation by Welisa.
2. Welisa's obligations never go beyond what has been confirmed in writing by Welisa.

Article 3 Quotation and conclusion of agreement

1. All written offers from Welisa are without obligation and valid for 14 days after date of issue, unless the offer explicitly states otherwise in writing. If the Customer has not accepted the offer within the aforementioned term, the offer will lapse unless an extension of the offer has been agreed in writing. After expiry of the offer, Welisa is entitled to change the offer.
2. The offer is based on information provided by the Customer, whereby Welisa relies on the correctness and completeness of this information.
3. An agreement is only concluded after both the Customer and Welisa have signed in writing either the acceptance of the offer or confirmation of assignment.

Article 4 Cooperation by the Customer

1. The Customer shall always provide Welisa with all data or information in a timely manner that is useful and necessary for the proper execution of the agreement and shall cooperate fully.
2. The Customer guarantees the correctness, completeness and reliability of the information provided to Welisa, also when this comes from third parties.
3. If the execution of the agreement is delayed because the Customer does not fulfil its stated obligation or if the information provided by the Customer does not meet the stipulations, the additional costs resulting from this, including the additional work required by Welisa, will be for the Customer's account.

Article 5 Performance

1. Welisa accepts an effort obligation in the execution of the agreement and will execute this agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.
2. In carrying out the agreement, Welisa will as far as possible take into account any reasonable wishes the Customer may have, provided that, in Welisa's opinion, this is conducive to the proper execution of the agreement.
3. If and insofar as required for the proper execution of the agreement, Welisa has the right to have certain work performed by third parties.

Article 6 Modifications and additional work

1. During the execution of the agreement parties may agree to modify and/or extend the approach and scope of the agreement and resulting work.
2. These additional activities will be reimbursed by the Customer in accordance with Welisa's usual rates.
3. The Customer accepts that changes to the work referred to in Article 6.1 may affect the agreed or expected period for the completion of the agreement.
4. If in the opinion of Welisa a change in the execution of the agreement is necessary to fulfil its obligations to the Customer, Welisa is authorized to make that change, in reasonableness and fairness.

Article 7 Fee / Remuneration

1. When concluding the agreement parties shall agree to an hourly rate or a fixed fee.

2. Both rates are exclusive of VAT (Value Added Tax).
3. For appointments/assignments shorter than 8 hours on location, travel time is counted as working time. This does not include travel time that takes place outside regular office hours (8:30 am to 5:00 pm).
4. Time needed for on demand support activities (e.g. requests via support@welisa.com) are charged per 15 minutes (0:25 hour).
5. Unless otherwise agreed in writing, Welisa has the right to adjust prices annually in keeping with inflation, using the price inflation index determined by Statistics Netherlands (CBS). Welisa does not inform the contracting party in writing of this correction, other than an indication on the invoice. This inflation correction offers no reason to terminate the agreement.

Article 8 Rates and payment

1. Payment by the Customer shall be made within 14 days of the invoice date, without discount or setoff, by transfer to a bank account to be designated by Welisa.
2. Customer shall pay 50% of the agreed fee in advance, unless the parties have agreed otherwise in writing.
3. Should the Customer not pay the amounts due within the agreed term, it will be in default without notice of default. Welisa is then entitled to hand over the claim in which case the Customer shall, in addition to the total amount due, also be obliged to reimburse extrajudicial collection costs, the amount of which is determined at 15% of the total amount due, and of any legal costs.
4. Should the Customer have objections to an invoice from Welisa, the Customer shall notify this within 14 days of the invoice date. The Customer has up to 14 days after the invoice date to motivate this objection in writing. If the Customer has not complied with the above, the Customer is deemed to have accepted the invoice.
5. All prices are exclusive of VAT and other government levies.

Article 9 Time limits

1. Exceeding an agreed (delivery) time does not entitle the Customer to cancel the agreement, or to refuse the purchase of or payment for services, unless he has further set Welisa in writing a reasonable term for the delivery and Welisa has also not fulfilled its obligations within this term.

Article 10 Force majeure

1. In the event of force majeure, the delivery and other obligations of Welisa shall be suspended. In that case Welisa is still obliged to deliver as soon as reasonably possible. Force majeure is equated with unforeseen circumstances with regard to persons and/or material that Welisa uses or tends to use in the execution of the agreement, which are of such nature that the execution of the agreement is therefore impossible, or so objectionable and/or becomes disproportionately expensive that prompt compliance with the agreement cannot be reasonably expected from Welisa.
2. Such circumstances include: government measures, business, traffic and or transport disruptions, disruptions in the delivery of a finished product, raw materials and/or aids/devices, sickness of deployed personnel, strikes, exclusions, obstacles by third parties, or unforeseen technical complications for either or both parties etc. If Welisa has already partially fulfilled its obligations upon commencement of the force majeure, Welisa is entitled to invoice the already delivered services separately and the Customer is obliged to pay this invoice as if it were a separate transaction.

Article 11 Liability

1. Except to the extent that this is impossible under Dutch law, any liability of Welisa is limited to the amount paid out in the relevant case by its liability insurance. If for whatever reason no payment by the insurance might occur, any liability shall be limited to compensation for direct damage up to a maximum of the amount at the moment of the fault declared contractual sum.
2. The total liability of Welisa due to an attributable shortcoming in the fulfilment of the agreement is limited to compensation of the direct damage up to a maximum of the amount of the contract sum declared up to the time of the fault. For assignments with a duration longer than 1 year, the compensation is limited to a maximum of 1 times the annual fee.

3. The liability of Welisa due to an attributable shortcoming in the fulfilment of the agreement only arises when the Customer immediately and properly declares Welisa in default in writing and thereby setting a reasonable period for remedying the shortcoming, and Welisa after that period still continues to fail to fulfil its obligations.
4. Welisa is not liable for damage caused by the Customer's failure to provide accurate information in a timely manner which, in the opinion of Welisa is necessary for the proper execution of the agreement.
5. Apart from the liability referred to in Article 11 paragraph 1, Welisa is not liable for any compensation to the Customer and/or third parties, regardless of the ground on which an action would be based.
6. In any event, a claim lapses if Welisa has not been notified in writing within one year of the discovery of an event or circumstance that gives or may give rise to liability.

Article 12 Confidentiality

1. Welisa shall ensure the confidentiality of all data and information made available by the Customer to Welisa in the context of the Agreement.
2. Except for obligations that the law, or an authorized governmental body, imposes on Welisa to disclose information, Welisa is obliged to observe confidentiality of information submitted by the Customer to Welisa and designated as confidential, or information that Welisa may assume has this status. If Welisa is obliged - on the basis of a statutory provision or a court decision - to provide confidential information to third parties designated by law or the competent court and the Customer cannot invoke a right to privilege recognised or permitted by a legal or competent court in this regard, Welisa is not liable for any damages and is not obliged to pay compensation.
3. Communications made in the context of the execution of an agreement by Welisa on behalf of the Customer are made at the Customer's own expense and risk.
4. Welisa reserves the right to use the knowledge gained through the execution of the Agreement for other purposes, insofar as no confidential information is disclosed to third parties.

Article 13 Cancellation

1. Welisa reserves the right to cancel agreements in whole or in part in the event of such a change in law, regulations, case law or (semi) government policy whereby fulfilment by Welisa can no longer be reasonably expected. In such cases, Welisa must notify the Customer in writing of the cancellation. In such cases, the Customer is not entitled to claim compensation.

Article 14 Termination

1. Premature termination of an agreement by the Customer is only possible when this has been expressly agreed in writing or under payment of the amount due until the original end of the agreement, unless the parties have agreed another payment in writing.
2. Welisa is entitled to suspend its obligations or immediately terminate the agreement in the event that the obligations under the agreement are not fulfilled by the Customer.
3. Welisa may terminate the agreement immediately in case of bankruptcy, suspension of payments, liquidation, sequestration, debt restructuring or death.
4. In the event of termination Welisa is not liable for any compensation on termination and the claims of Welisa are immediately due and payable after termination.

Article 15 Applicable law

1. All agreements are subject to Dutch law.

Article 16 Disputes

1. All disputes between Welisa and the Customer that may arise as a result of this Agreement or from agreements and deeds resulting from it, shall in the first instance be settled through legal proceedings before the competent court in Amsterdam.
2. All judicial and extrajudicial costs reasonably incurred as a result of the Customer's failure to fulfil obligations arising from the agreement will be for the Customer's account.

Article 17 Final provision

1. Welisa is authorized to change these General Terms and Conditions. The most recently filed version of the General Terms and Conditions applies.
2. In the event that one or more provisions of these General Terms and Conditions proves to be null and void, these General Terms and Conditions will remain in effect for the remainder of the provisions. In that case, a legally valid provision will replace the void or voided provision(s), which comes as close as possible to the void or voided provision(s) with regard to content, scope and effect.
3. The Customer is not entitled to transfer his/her rights and obligations under the agreement without prior written permission from Welisa.