General terms and conditions Convocat BV

Article 1. Definitions

1. Contractor: Convocat BV, located in the Netherlands, Hilversum, Ten Boomstraat 28, and registered with the Dutch Chamber of Commerce under number 88531570, legally represented by Maaike Groenewege.
2. Client: the natural or legal person on whose behalf services are provided and / or work is carried out and / or goods are delivered.
3. Agreement: the agreement concluded between the Contractor and the Client with regard to the provision of services and / or the performance of work and / or the delivery of goods.

Article 2. General

1. The Agreement is formed by the present general terms and conditions together with the order confirmation signed by the Client and the Contractor.
2. These general terms and conditions apply to every offer, quotation and Agreement between the Contractor and the Client, insofar as the parties have not expressly deviated from these terms and conditions.
3. The applicability of any purchase and / or other conditions of the Client is explicitly rejected.
4. If one or more provisions of these general terms and conditions are at any time wholly or partially destroyed or declared null and void by the court, this will not affect the operation of the other provisions.

Article 3. Quotations and offers

1. All quotations and offers from the Contractor are without obligation, unless a term for acceptance has been set in the quotation or offer. If no acceptance period has been set, no rights can be derived in any way from the quotation or offer.
2. Quotations from the Contractor are based on the information provided by the Client. The Client guarantees that he / she has provided the Contractor in a timely manner and truthfully with all essential information for the design, execution and completion of the assignment.
3. The Contractor cannot be held to a quotation or offer if the Client can reasonably understand that (part of) the quotation and offer contains an obvious mistake or clerical error.
4. A composite quotation and offer does not oblige the Contractor to perform part of the quotation and offer for a corresponding part of the stated price.
5. Quotations and offers do not automatically apply to future orders.

Article 4. Prices

1. All prices are in euros, exclusive of VAT and other government levies as well as any costs to be incurred in the context of the Agreement such as travel and other expenses and expenses, including but not limited to invoices from third parties engaged. The aforementioned costs are for the account of the Client.
2. If the Contractor agrees a fixed price with the Client, the Contractor is entitled to increase this price, without the Client in that case being entitled to dissolve the Agreement for that reason, if the increase in the price arises from a power or obligation under the law or regulation or its cause is caused by an increase in cost-determining factors such as the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen at the time of entering into the agreement.
3. If the price increase is more than 10% other than as a result of an amendment to the Agreement, the Client has the right to cancel the Agreement, provided that this is done in writing within 14 days of receipt of the adjusted price, unless the Contractor is still willing to Agreement to be performed on the basis of what was originally agreed, the price increase ensues from an authority or an obligation resting on the Contractor under the law or if it is stipulated that the delivery will take place longer than three months after the Agreement.
4. A cancellation as stated in the previous paragraph does not entitle the Client to compensation for any damage. If the Client cancels the Agreement, the Contractor is entitled to charge him / her costs already incurred to the Client.

Article 5. Agreement

1. The Agreement is deemed to have been concluded from the day of signing by the Contractor, or the day on which the written order confirmation is sent by the Contractor to the Client respectively.
2. The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or scope of the Agreement that it has been entered into for a definite period of time.

General terms and conditions Convocat BV

Article 6. Execution of the Agreement

1. The Contractor will observe the care of a good Contractor in the performance of his / her work.
2. With the Agreement, the Contractor undertakes a best-efforts obligation and therefore does not give any guarantee regarding the results of the assignment, unless explicitly stated otherwise.
3. The Contractor has the right, insofar as required for the proper execution of the Agreement, to have the Agreement partially performed by third parties. The Contractor will only do this after consultation with the Client.
4. The applicability of articles 7: 404, 7: 407 paragraph 2 and 7: 409 BW is expressly excluded.
5. If a term has been agreed within the term of the assignment for the completion of certain activities, this is never a strict deadline for the Contractor. If the implementation period is exceeded, the Client must give the Contractor written notice of default.

Article 7. Changes to the assignment

1. Changes to the Agreement by the Client that could not be foreseen by the Contractor and that cause additional work will be charged by the Contractor to the Client in accordance with the rate agreed in the Agreement. There is also additional work if, as a result of the provision of incorrect or incomplete information by the Client, the Contractor has to reorganize the planned activities. The Contractor is entitled to charge the costs for additional work to the Client on the basis of subsequent calculation.
2. Changes in the performance of the Agreement still required by the Client after the assignment has been given, must be notified by the Client to the Contractor in writing and in good time. A change in or addition to the Agreement only applies if it has been accepted by both the Contractor and the Client (preferably in writing).
3. Changes that are made to an assignment already given may result in the originally agreed delivery time being exceeded by the Contractor.

Article 8. Cooperation of the Client

1. The Client will always provide, solicited and unsolicited, all relevant information to the Contractor that he / she needs for a correct execution of the assignment given to him / her.
2. If information necessary for the performance of the agreed assignment has not been made available by the Client, or has not been made available on time or in accordance with the agreements made, or if the Client has not fulfilled his / her (information) obligations in some other way, the Contractor is authorized to to suspend the performance of the Agreement.
3. In order to ensure proper execution of the assignment and as much as possible according to the time schedule, the Client will make employees of his / her own organization available in a timely manner, unless the nature of the assignment dictates otherwise. The Client must ensure that his / her personnel have the right skills and experience to be able to perform the work.
4. If and insofar as the Contractor so requests, the Client will provide the Contractor with its own workspace at his / her location free of charge with a telephone connection and, if desired, a fax and / or data network connection, unless the nature of the assignment dictates otherwise.
5. If additional costs arise for the Contractor as a result of the non-availability, late or improper provision of personnel, requested data, documents and facilities by the Client, these costs will be borne by the Client.

Article 9. Delivery or completion

1. Client is obliged to purchase the goods when they are made available to him / her. If the Client refuses or is negligent in providing information or instructions that are necessary for the delivery, the Contractor is entitled to store the goods at the expense and risk of the Client.
2. The Contractor is entitled to execute the Agreement in different phases and to invoice the part thus executed separately.
3. The client is obliged to inspect the delivered goods or have them inspected immediately after the items have been made available to him / her.
4. The risk of loss, damage or depreciation transfers to the Client at the moment when goods are delivered to the Client or third parties engaged by him / her.

General terms and conditions Convocat BV

Article 10. Retention of title

1. All goods delivered by the Contractor remain the property of the Contractor until the Client has fulfilled his / her (payment) obligations towards the Contractor.
2. Items covered by retention of title may not be resold and may not be used as a means of payment. The Client is also not authorized to pledge or encumber in any other way the goods subject to retention of title.

Article 11. Cancellation

1. Both parties can terminate the Agreement prematurely in writing at any time, subject to a notice period of 30 days, unless the parties have agreed otherwise.
2. If the Client proceeds with premature termination, the Contractor is entitled to compensation because of the resulting and plausible occupancy loss, taking the average monthly invoice amount so far as the starting point, unless the termination is based on facts and circumstances that affect the Contractor. are attributable. The provisional results of the work performed up to that point will be made available to the Client under reservation.
3. In the event that one of the parties becomes bankrupt, applies for a moratorium or ceases operations, the other party has the right to prematurely terminate the Agreement without observing a notice period.
4. In the event of premature termination by the Contractor, the Client is entitled to the cooperation of the Contractor with regard to the transfer of work still to be performed to third parties. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client.

Article 12. Dissolution and / or suspension authority

1. The Contractor is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if:
   a. The Client does not, not fully or not timely fulfill the obligations under the Agreement or the Contractor has good reason to fear that the Client will fail in those obligations;
   b. When concluding the Agreement, the Client was requested to provide security for the fulfillment of his / her obligations under the Agreement and this security is not provided or insufficient;
   c. there is a case of (an application for) liquidation of the Client, the Client has been granted a suspension of payments, the Client has been declared bankrupt, theThe Natural Persons Debt Restructuring Act has been declared applicable to the Client or under guardianship of the Client, the Client loses all or part of his / her assets or income, the Client sells his / her business or if an attachment is levied against the Client and this attachment is not lifted within 3 months.
2. The Contractor is further authorized to dissolve the Agreement if circumstances arise of such a nature that fulfillment of the Agreement is impossible or if circumstances otherwise arise that are of such a nature that the unaltered maintenance of the Agreement cannot reasonably be required of the Contractor. .
3. If the Contractor proceeds to suspension or dissolution, it is in no way obliged to compensate damage or costs incurred in any way as a result.
4. If the Contractor proceeds to terminate the Agreement, the Contractor's claims against the Client are immediately due and payable.
5. If the dissolution is attributable to the Client or the Contractor must suspend the performance of the Agreement as stated in this article and / or under Article 8.2 of these general terms and conditions, the Client is obliged to reimburse the direct and indirect damage and costs resulting from this to the Contractor. .
6. The Contractor may at all times require further security, failing which the Contractor may suspend the performance of the Agreement. If this desire is not complied with to the satisfaction of the Contractor, the Contractor is entitled to suspend or refuse the performance of all Agreements with the Client, without being obliged to pay any compensation and without even relinquishing his / her other rights. this Agreement or the law.

Article 13. Payment conditions

1. Payment is made within 30 days after the invoice date in a manner to be indicated by the Contractor in euros, unless explicitly agreed otherwise.
2. If the Client fails to pay on time, he / she is in default by operation of law and the Client owes the statutory (commercial) interest. The Client will then owe interest on each month, or part of the month, whereby part of the month is regarded as the entire month. The interest on the due amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
3. From the moment that the Client is in default, the Client is also obliged to reimburse all judicial and extrajudicial costs and execution costs to be incurred in connection with the collection of the invoiced amounts. The extrajudicial costs are set at 15% of the principal sum, with a minimum of € 40.00 excluding VAT, unless the law provides otherwise.
4. Payments serve in the first place to reduce the costs, then to reduce the interest that has arisen and finally to reduce the principal sum and the accrued interest.

5. The Contractor can, without being in default as a result, refuse an offer for payment if the Client indicates a different order for the allocation of the payment. The contractor can refuse full payment of the principal sum, if the vacant and accrued interest and collection costs are not also paid.
6. Complaints regarding the amount of the invoice must be submitted in writing within 8 days of the invoice date. After that period, complaints will no longer be dealt with and the Client's right to complain lapses. The Client is never entitled to set off the amount owed by it to the Contractor.

Article 14. Complaints and research

1. If the Client does not make a written complaint to the Contractor within 8 days after he / she has discovered or should have discovered a defect in the performance of the Contractor, the Client can no longer invoke this defect.
2. The Client is not entitled to suspend his / her (payment) obligations if the Client believes it has any right to complain.
3. The Client must give the Contractor the opportunity to investigate a complaint or have it investigated.
4. In the event of well-founded and timely complaints, the Contractor will, at its option, either repair or replace the goods delivered against return of the originally delivered goods, or pay a replacement fee for this to the Client or credit a proportional part of the invoice.
5. If it is established that a complaint is unfounded, the costs incurred by the Contractor in this respect will be fully borne by the Client.

Article 15. Force majeure

1. If the Contractor cannot, not timely or not properly fulfill his / her obligations under the Agreement as a result of a cause that cannot be attributed to him / her, those obligations will be suspended until the moment that the Contractor is still able to fulfill them in the agreed manner. . Force majeure is in any case understood to mean illness on the part of the Contractor.
2. If the period in which compliance with the obligations of the Contractor is not possible due to force majeure lasts longer than two months, the parties are entitled to dissolve the Agreement without the Client having any right to compensation. That which has already been performed pursuant to the Agreement will then be settled proportionately.

Article 16. Liability

1. The Contractor is not liable for damage, of whatever nature, arising because the Contractor relied on incorrect and / or incomplete information provided by or on behalf of the Client.
2. If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of the invoice amount, or at least to that part of the amount to which the liability relates.
3. The Contractor's liability is in any case always limited to the amount paid out by his / her insurer, as appropriate.
4. The Contractor is only liable for direct damage.
5. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred for the Contractor's defective performance of the agreement. answered, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.
6. The Contractor is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or his / her supervisors and subordinates.

Article 17. Confidentiality

1. The Client and the Contractor undertake to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if this has been reported by the other party or if this arises from the nature of the information.
2. If the Contractor is obliged on the basis of a statutory provision or a court decision to also provide confidential information to third parties designated by law or the competent court and the Contractor cannot invoke a right of non-disclosure in this regard, then the Contractor is not obliged to pay compensation or compensation. and the Client is not entitled to terminate the assignment on the basis of any damage caused by this.
3. The Client and the Contractor will impose their obligations under this article on any third parties to be engaged by them.

General terms and conditions Convocat BV

Article 18. Processing of Personal Data

1. Insofar as personal data of a counterparty is processed during the performance of activities in the context of the services of Convocat BV, these personal data will be processed in a proper and careful manner, in accordance with the Personal Data Protection Act and General Data Protection Regulation. Convocat BV refers to the Privacy Statement for further informationhttps://www.convocat.nl/privacy-statement/
2. In addition to the preceding paragraph 1, Convocat BV also notes that appropriate technical and organizational measures will be taken to protect the personal data processed by a counterparty against loss or any other form of unlawful processing, taking into account the current state of the art and the nature of the processing.

Article 19. Intellectual property

1. All models, works and / or inventions developed by the Contractor for the Client are and remain the property of the Contractor. This also includes all intellectual property rights including, but not limited to copyrights, design rights and / or patent rights.
2. All documents provided by the Contractor on behalf of the Client, such as reports, computer programs, system designs, working methods, advice and contracts, can be used by the Client and can be multiplied by the Client for its own use in its own organization. Documents provided by the Contractor may not be made public, reproduced, exploited or brought to the attention of third parties by the Client without the prior written consent of the Contractor, unless the nature of the documents provided dictates otherwise.

Article 20. Indemnification of third parties

1. The Client indemnifies the Contractor against possible claims from third parties who suffer damage in connection with the performance of the Agreement and the cause of which is attributable to others than the Contractor.
2. The Client is obliged to assist the Contractor both in and out of court if the Contractor is sued on the basis of the first paragraph of this article and to immediately do everything that may be expected of her / him in that case. If the Client fails to take adequate measures, the Contractor is entitled to do so itself without notice of default. All costs and damage on the part of the Contractor and third parties that arise as a result, are fully for the account and risk of the Client.

Article 21. Expiry period

1. Contrary to the statutory limitation periods, the limitation period for all claims and defenses of the Client against the Contractor is one year.

Article 22. Contract takeover

1. The Client is not entitled to transfer any obligation under the Agreement to third parties without the Contractor's written permission. Insofar as the Contractor has already given written permission for a contract takeover, the Client will at all times remain liable in addition to this third party for the obligations under the Agreement of which these general terms and conditions form part.
2. Furthermore, insofar as the Contractor has already given written permission for a contract takeover, the Client must notify the Contractor of this in advance and the Contractor has the right to terminate the Agreement by the date on which the transfer will take place. The contractor is not obliged to pay any compensation in this respect.

Article 23. Applicable law

1. All Agreements between the Contractor and the Client are exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention is excluded.
3. Without prejudice to the Contractor's right to submit a dispute to the competent court according to the law, disputes between the parties will in the first instance be submitted to the competent court in the Contractor's place of business, unless the law prescribes otherwise.