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TERMS & CONDITIONS •

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1. Definitions

1.1 In these general conditions the following terms have the following meanings, unless explicitly stated otherwise:

Contractor: the user of the general conditions;

Client: the party of the contractor, acting in the exercise of profession or business;

Agreement: the agreement between contractor and client.

2. General

2.1 The provisions of these terms and conditions apply to every order and every agreement between a contractor and principal contractor to which these conditions have stated, if these parties have not expressly and in writing.

2.2 These conditions also apply to all agreements with the contractor, for which third parties should be involved.

2.3 Terms and conditions of the client shall only apply if expressly agreed in writing that such exclusion of these conditions apply to the contract. Even possibly still conflicting stipulations in the terms of the contractor and client will only apply between parties, if and insofar as they are part of the terms of the contractor.

2.4 If one or more provisions of these terms and conditions are void or should be the remaining provisions of these general terms and conditions apply. Contractor and the client will then discuss new provisions to replace the invalid or void provisions, including, if and insofar as possible the purpose and intent of the original provision is complied with.

3. Offers & deals

- 3.1** All offers are without obligation unless the offer a deadline for acceptance.
- 3.2** The Contractor any offer made, they are valid for thirty days, unless otherwise indicated. Contractor is only bound by the offers if the acceptance by the customer or a written agreement by e-mail within thirty days is confirmed.
- 3.3** Delivery times in quotations from the contractor are tentative and principal in excess of any right of rescission or damages, unless otherwise expressly agreed.
- 3.4** Delivery times in quotations from the contractor by the contractor may be adjusted if the client during the process modifications, alterations or additional work which provide the agreed delivery time is no longer viable.
- 3.5** The prices in these offers are exclusive of VAT and other taxes and any government under the contract costs, including shipping and handling, author corrections and surrenders of copyright, unless otherwise stated.
- 3.6** If the acceptance deviates (on secondary items) from the offer given to the contractor is not bound. The agreement is not with deviating acceptance, unless the contractor otherwise.
- 3.7** A compound quotation contractor not to supply part of the offer or tender against a corresponding part of the price.
- 3.8** A compound quotation shall not oblige the contractor to execute a portion of the assignment against a corresponding part of the price.
- 3.9** Tenders not automatically apply to future orders or reorders.

4. Implementation of the agreement

4.1 The Contractor shall execute the agreement to the best of ability and in accordance with the requirements of good craftsmanship. This based on the current state of the art.

4.2 If and insofar as the proper execution of the agreement requires, the contractor has the right to have certain work done by third parties.

4.3 The client shall ensure that all data which the contractor indicating that they are necessary or which the client can reasonably understand to be necessary for the execution of the agreement, will be provided to the contractor. If the execution of the contract have not been provided in time to the contractor, the contractor has the right implementation of the agreement to suspend and / or additional costs resulting from the usual rates to the client to charge.

4.4 The Contractor shall not be liable for damages of any nature, because the contractor worked on by the client provided false or incomplete information, unless such inaccuracy or incompleteness contractor should have been aware.

4.5 If it is agreed that the agreement will be executed, the contractor carrying out the parts belonging to a following stage until the client the results of the preceding stage in writing.

4.6 If the Contractor or third parties engaged by the contractor as part of the assignment do work at client's location or a location designated by the client, client shall ensure free of charge by those employees reasonably required facilities.

4.7 The Client shall indemnify the contractor against any claims by third parties in connection with the execution of the agreement may sustain damage attributable to client.

5. Delivery

- 3.1** All offers are without obligation unless the offer a deadline for acceptance.
- 3.2** The Contractor any offer made, they are valid for thirty days, unless otherwise indicated. Contractor is only bound by the offers if the acceptance by the customer or a written agreement by e-mail within thirty days is confirmed.
- 3.3** Delivery times in quotations from the contractor are tentative and principal in excess of any right of rescission or damages, unless otherwise expressly agreed.
- 3.4** Delivery times in quotations from the contractor by the contractor may be adjusted if the client during the process modifications, alterations or additional work which provide the agreed delivery time is no longer viable.
- 3.5** The prices in these offers are exclusive of VAT and other taxes and any government under the contract costs, including shipping and handling, author corrections and surrenders of copyright, unless otherwise stated.
- 3.6** If the acceptance deviates (on secondary items) from the offer given to the contractor is not bound. The agreement is not with deviating acceptance, unless the contractor otherwise.
- 3.7** A compound quotation contractor not to supply part of the offer or tender against a corresponding part of the price.
- 3.8** A compound quotation shall not oblige the contractor to execute a portion of the assignment against a corresponding part of the price.
- 3.9** Tenders not automatically apply to future orders or reorders.

6. Prototypes & modes

6.1 Is the client a prototype or model has provided, the suspect only as an indication has been given without the item having to meet, unless expressly agreed that the item will match.

6.2 Agreements in respect of an immovable property, the surface area or other measurements and indications also be assumed to be merely indicative without the case to correspond.

7. Inspection & complaints

7.1 Client shall at the time of the delivered (o) delivery, but in any case within the shortest possible time to (do). It belongs to the client to examine the quality and quantity of the delivered goods comply with what was agreed, at least meets the requirements set out in the normal (business) transactions.

7.2 Complaints about the work should reach the Principal within 8 days after discovery and within 14 days after completion of the work concerned must notify the contractor. The notice must give detailed description of the shortcoming, so that the contractor is able to respond adequately.

7.3 If, under the previous paragraph timely files a complaint, the client remains obligated to take and pay for the items purchased. Customer wishes to return defect goods, he shall do so prior written consent of the contractor in the manner specified by the contractor.

8. Fees, prices & costs

8.1 If the principal contractor with a fixed price is agreed, the contractor is still entitled to increase the price.

8.2 The Contractor shall include pass on price increases, if between the time of offer and execution of the agreement significant price changes have occurred with respect to such rates, wages or purchase third-party raw materials, intermediate packaging.

8.3 The contractor prices, and any cost estimates are exclusive of VAT and other taxes, and any part of the contract costs, including shipping and handling, author corrections and surrenders of copyright, unless otherwise indicated.

8.4 The Contractor shall also pass on price increases when during the execution of the work that the originally agreed or expected such an extent was underestimated at the conclusion of the agreement, and this through no fault of the contractor, which is not reasonably contractor may be expected the work agreed at the originally agreed price / fee.

Contractor, the client in this case the intention to increase the fee or tariff delay. Contractor shall also state the size and the date the increase will take effect.

8.5 For orders with a maturity of more than three months, the costs will be charged periodically.

9. Amendment of agreement

9.1 If during the execution of the agreement shows that for a proper execution is necessary for the work to be undertaken to modify and / or supplement, parties shall by mutual agreement and the agreement accordingly.

9.2 If the parties agree that the Agreement is amended and / or supplemented, the time of completion of the implementation can be affected. Contractor will inform the customer as soon as possible notify.

9.3 If the change and / or supplement to the financial and / or qualitative consequences, the principal contractor thereof in advance.

9.4 If a fixed rate is agreed, the Contractor shall indicate what the amendment or supplement to the agreement an increase of said fixed rate effect.

9.5 Notwithstanding these provisions, the contractor is unable to charge more costs if the amendment or supplement is the result of circumstances attributable to him.

10. Payment

10.1 Payment must be made within 30 days after the invoice date, by a contractor to give way in the currency of the invoice. The billing is made on delivery.

Objections to the amount of the invoices suspend the payment obligation. For contracts with a value of at least € 5000.00, the following addition to the already existing payment terms: 50% up front - / 50% after completion of the project. Payment of invoices for contracts with a value of at least € 5,000.00 must be made within 5 days after the invoice date, which concerns the bills before the delivery date.

10.2 If the client fails to pay within the period of 30 days then the client is legally in default. Client shall owe an interest of 1.5% per month, unless the statutory interest is higher in which case the legal interest. The interest on the amount due will be calculated from the time the client is in default until the moment of payment of the full amount.

10.3 In the event of liquidation, bankruptcy, seizure or receivership of the customer's claims against contractor to the principal immediately due and payable.

10.4 Contractor is entitled by the principal payments made to stretch in the first place to reduce the costs, then deducting the interest and finally to reduce the principal and accrued interest.

Contractor may, without being in default, an oer to refuse payment if the client a different sequence of attribution.

Contractor may refuse full payment of principal, if not also the vacant and the current interest and costs.

11. Internet

11.1 In the event of default, breach of contract or any other incident at the discretion of the contractor has the right Internet server thispagecannotbefound.com off.

11.2 Client undertakes to respect the letter of the law on copyright. Client shall not upload to the web server which is not certain whether the client owns the copyright.

11.3 The web server thispagecannotbefound.com may only be used for legal purposes. Contractor assumes no responsibility for the information posted by the client on the Internet server of thispagecannotbefound.com. The content and scope of the text and graphics may not be objectionable at the discretion of the contractor. Web sites with illegal software are not allowed.

11.4 Client declines contractor was not responsible for any claims arising from activities of the client and the contractor is obliged to immediately notify a client receives any claims arising from activities of the client. This responsibility does not expire after the termination of this Agreement.

11.5 Principal Contractor declares never to blame for any failure of the web server and / or loss of data or loss of income due to technical or other failures.

11.6 The contractor sending unsolicited e-mail not (spam). If the contractor receives complaints on spam by the principal contractor shall without any notice o the internet server and client files the web server.

11.7 The use of scripts and other programs on the Internet server of thispagecannotbefound.com is allowed during the operation of this web server is not at risk. In advance to assess thispagecannotbefound.com

11.8 The duration of the contract will be continued silently for the duration of the original period, unless the customer terminates the contract in writing with a notice period of two months before the end of the relevant period.

12. Retention

12.1 All goods supplied by contractor, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc. remain the property of the principal contractor until all of his obligations under all agreements concluded with the contractor has fulfilled. Moreover, all written code remains the property of the contractor unless otherwise agreed.

12.2 The client is not competent with the title falling to pledge or otherwise encumber.

12.3 If third parties seize goods delivered under retention of title rights to establish or exercise, the client required the contractor as soon as reasonably may be expected to know.

12.4 The client shall undertake property to be delivered to insure and keep insured against fire, explosion and water damage and theft and the policy of this insurance on first request for inspection.

12.5 Delivered by the contractor, under the lower one. of this article under the title, may only in the context of normal business activities and must never be used as payment.

12.6 In the event that the contractor in this article are designated to exercise property rights, the principal unconditional and irrevocable permission to the contractor or by designated third party to all these places to enter the property of the contractor is located and doing business to take back.

13. Warranty

13.1 The Contractor guarantees that the delivered goods meet the usual requirements and standards that can be made.

13.2 Method 1. mentioned guarantee also applies if the delivered goods are destined for use abroad and commissioned this using the time of entering into the agreement in writing was entered into the contractor.

13.3 Method 1. shall guarantee is valid for a period of 6 months after delivery and only for tangible things.

13.4 If the deliverables do not meet these guarantees, the contractor shall, within a reasonable time after receipt or, if return is not reasonably possible, following notification of the defect by the customer, at the discretion of the contractor, replace or take care of recovery. In this event the customer shall already now undertake the matter to replace the contractor to return the property to the contractor to provide.

13.5 The aforementioned warranty does not apply when the defect is caused by improper or inappropriate use or if, without the written consent of the contractor, client or others have made changes or tried to make the case or have used it for purposes which the case is not intended.

13.6 If the contractor guarantee a third case which was produced by the guarantee is limited to those provided by the producer of the good is provided for.

14. Collection costs

14.1 If the client fails or fails to fulfil any of its obligations, all reasonable costs incurred in obtaining satisfaction out of court on behalf of the client. If client fails to timely payment of a sum of money, he forfeits a immediately payable penalty of 25% on the outstanding amount. This with a minimum of € 150.00.

14.2 If the contractor has incurred higher costs, which were reasonably necessary, these will also be recoverable.

14.3 Any reasonable judicial and execution costs are also borne by the customer.

14.4 Client over the made collection charges interest.

15. Suspension & termination

15.1 Contractor shall be empowered to fulfil their obligations to suspend or terminate the agreement if:

- Client's obligations under the agreement or not fully comply.
- After the conclusion of the contract the contractor learns of circumstances giving good ground to fear that the client shall not fulfil. If good ground exists to fear that the client will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
- Client at the conclusion of the agreement was requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or insufficient. Once secured, the right to suspend expires, unless this payment has been unreasonably delayed.

15. Suspension & termination

15.2 In addition the contractor is entitled to the agreement (have) terminate if circumstances arise of such nature that fulfilment of the contract impossible or to standards of reasonableness and fairness can no longer be required, or if other circumstances arise of such nature that the unaltered maintenance of the agreement can not reasonably be expected.

15.3 If the agreement is terminated, the claims of the contractor to the principal immediately due and payable. If the contractor's performance of the obligations, he retains his rights under the law and agreement.

15.4 The Contractor retains the right to claim damages.

16. Return of cases

16.1 If the principal contractor on the implementation of the agreement, has provided to the client kept the delivered goods within 14 days in original condition, free from defects and in their entirety. If the client fails to fulfil this obligation, all resulting charges on his behalf.

16.2 If, for whatever reason, after notice to that effect, still remains in default under 1. that obligation, the contractor has the right to the resulting damage and costs, including replacement costs, from the customer.

17. Liability

17.1 If supplied by the contractor are defective, the liability of the contractor against the client is limited to what these conditions under "Guarantee" (Article 13) is arranged.

17.2 If the contractor is liable for direct damage, then liability is limited to a maximum of twice the amount billed, at least that part of the agreement which the liability relates, at least up to € 10,000.00, - (in words: ten thousand million euros). The liability is always limited to the amount of the contractor's insurer in the occurring event benefit.

17.3 Notwithstanding what is under 2. of this article, is in a contract with a duration exceeding six months, the liability is limited to the last part of the fee due six months.

17.4 Direct damage is only:

- The reasonable costs of determining the cause and extent of the damage, where the establishment relates to damage under these conditions;
- Any reasonable expenses incurred for the poor performance of the contractor to conform to the Agreement, unless this deficiency can not be attributed to the contractor;
- Reasonable costs incurred to prevent or minimise damage, in so far client demonstrates that said costs have led to the limitation of direct damage as referred to in these conditions.

17.5 The Contractor shall not be liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business stagnation.

17.6 The above limitations of liability for direct damages shall not apply if the damage is due to intent or gross negligence by the contractor or its employees.

18. Risk transfer

18.1. The risk of loss or damage to the products being the subject of the agreement, shall be transferred to client the moment they are legally and / or actually delivered and in the power of client or a third party appointed by client be.

19. Force majeure

19.1 The parties are not obliged to fulfil any obligations if they are hindered due to a circumstance that is not due to negligence, and by virtue of law, a legal act or generally accepted practice expense.

19.2 Force majeure is in these terms and conditions in addition to its connotations in the law and jurisprudence, all external causes, foreseen or unforeseen, which the contractor has no influence, but which the contractor is unable to fulfil its obligations come. Strikes in the contractor's company are included.

19.3 The Contractor shall also have the right to invoke force majeure if the circumstance rendering (further) fulfilment occurs after the contractor had to honour its commitment.

19.4 The parties may, during the period of force majeure the obligations under the agreement. If this period lasts longer than two months, either party shall be entitled to terminate the agreement without any obligation to pay damages to the other party.

19.5 Insofar contractor at the time of the occurrence of force majeure has performed its obligations under the contract is fulfilled or will fulfil, and to fulfil or to be an independent value, the contractor is entitled to the already performed or to be part separate bill. Client shall pay such invoice as if it were a separate agreement.

20. Safeguards

20.1 The Client shall indemnify the contractor against claims by third parties concerning intellectual property rights provided by the client information or materials, in the implementation of the agreement be used.

20.2 If the client to the information carriers, electronic files or software etc., guarantee that said information carriers, electronic files or software are free of viruses and defects / deficiencies.

21. Intellectual property & copyrights

21.1 Subject to the other in these general terms and conditions, the contractor has the rights and powers that the contractor is entitled under the Copyright act.

21.2 The principal is not permitted changes in the business to apply, unless the nature of the provided otherwise or otherwise agreed in writing.

21.3 In the framework of any agreement by the contractor to create designs, sketches, drawings, films, software and other materials or (electronic) files remain the property of the contractor, whether from the client or to third parties are , unless otherwise agreed.

21.4 All Contractor any documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., are intended for use by the client and may not be used without prior consent of the contractor be reproduced, made or communicated to third parties, unless the nature of the documents provided otherwise.

21.5 The contractor reserves the right due to the execution of the work increased knowledge for other purposes, provided that no confidential information to third parties.

22. Security

22.1 Both parties are obliged to disclose any confidential information obtained in the course of their agreement from each other or from another source. Information is confidential if a party or when it arises from the nature of the information.

22.2 If, pursuant to a statutory provision or a judicial decision, the contractor is bound by law confidential information to the competent court or third parties designated time, and their actions on the contractor can not invoke a law or by the competent court approved or accepted right to refuse, then the contractor shall not be liable for damages or compensation and the other party is not entitled to terminate the contract by virtue of any damage caused by this.

23. Non-acquisition personnel

23.1 The client shall during the term of the agreement and one year after its termination, in any way, except after proper consultation in this area took place with the contractor, employees of the contractor or business that the contractor pursuant to this Agreement has invoked and who are (were) in the execution of the contract, employ or otherwise transfer, directly or indirectly, to work for them.

24. Disputes

24.1 The court in the location of the contractor has exclusive jurisdiction to hear disputes, unless the Court has jurisdiction. Nevertheless, the Contractor shall have the right to submit to the competent court according to law.

24.2 The parties will first appeal to the courts after they turn to the utmost to solve a dispute by mutual consultations.

25. Applicable law

25.1 Any agreement between the contractor and the client to Dutch law. The Vienna Sales Convention is expressly excluded.

26. Amendment, interpretation & location of the conditions

26.1 In the case of explanation of the content and scope of these general conditions, the Dutch text will prevail.

26.2 Applicable is the last registered version or the version valid at the time of the conclusion of the agreement.

26.3 The general conditions can be found on <http://www.this.page/av.pdf> or on request through the office.

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