

# General terms and conditions W Solutions

These general terms and conditions apply to all offers and agreements resulting therefrom between W Solutions in Schore, Chamber of Commerce 81283938 and its counterparties ("Client").

Provisions or conditions set by the Client that deviate from, or do not appear in, these general terms and conditions are only binding on W Solutions if and insofar as expressly accepted in writing.

## 1. Quotation and acceptance

- 1.1. W Solutions prepares a quotation in which W Solutions indicates which activities ("the Services") W Solutions offers to perform, what is included in the Services and what amount will be owed for this.  
Only the description of the Services stated in the quotation is binding.
- 1.2. In general, the Services include hardware and software maintenance, hardware configuration and installation, software configuration and installation, custom software creation, custom software delivery, hardware delivery, remote support, on-site support, and everything related thereto. Other work will only be performed if this is stated in the quotation.
- 1.3. A quotation is entirely without obligation and valid until 30 days after dispatch, unless stated otherwise in the quotation. W Solutions can never be obliged to accept an acceptance after this period, but if W Solutions proceeds to do so, the offer is still accepted.
- 1.4. The agreement is concluded at the moment when the notification containing acceptance of the offer by the Client is received by W Solutions. This notification can be made by e-mail.
- 1.5. If the Client does not explicitly indicate that it agrees with the quotation, but nevertheless agrees to it, or gives the impression that W Solutions performs work that falls within the description of the Services, then the quotation will be regarded as accepted. This also applies if the Client requests W Solutions to perform certain activities without waiting for a formal quotation.

- 1.6. Changes to the Services are only possible with the consent of both parties, except as otherwise provided elsewhere in these terms and conditions.

## **2. Delivery and acceptance**

- 2.1. W Solutions will deliver the result after the work or parts thereof have been carried out if, in its professional opinion, this meets the specifications or is suitable for use.
- 2.2. The Client must then evaluate and approve or reject the delivered goods within thirty days of delivery. If the Client does not reject the delivered goods within this period, the delivered goods will be deemed to have been accepted.
- 2.3. If work is delivered in phases, the Client must approve or reject the part of the work of that phase after completion of each phase in the manner specified in the previous paragraph. The Client may not base an approval or rejection at a later stage on aspects that have been approved in an earlier stage.
- 2.4. If the Client rejects the delivery in whole or in part, W Solutions will endeavor to remove the reason for rejection as soon as possible. W Solutions can do this by revising the result or by stating why the reason does not hold. The client then has thirty days to approve or reject the revision or motivation.
- 2.5. If the Client continues to reject all or part of what has been delivered after the revision or motivation, W Solutions is entitled to charge additional costs for all subsequent revisions. W Solutions will indicate in the event of a revision whether additional costs will be due for subsequent revisions.
- 2.6. If a party indicates that it does not consider further revisions useful (anymore), both parties are entitled to terminate the agreement for the relevant Service. In that case, the Client will reimburse the hours actually worked by W Solutions, subject to a maximum of the amount offered for the rejected. However, the Client is not entitled to use the rejected in any way whatsoever.
- 2.7. After acceptance of the delivered item, any liability for defects in the delivered item lapses, unless W Solutions knew or should have known the defect at the time of acceptance. In any case, any liability for defects expires one year after termination of the Agreement for whatever reason.

## **3. Delivery of the Services**

- 3.1. After the agreement has been concluded, the Services will be performed by W Solutions as soon as possible in accordance with the quotation, taking into account reasonable wishes of the Client.
- 3.2. The Client is obliged to do and refrain from doing everything that is reasonably desirable and necessary to enable correct and timely performance of the Services. In particular, the Client shall ensure that all data, which W Solutions indicates are necessary or which the Client should reasonably understand to be necessary for the performance of the Services, are provided to W Solutions in a timely manner.
- 3.3. Client will give W Solutions access to all places, services and accounts under its control (such as web hosting accounts) that W Solutions reasonably needs to provide the Services.
- 3.4. W Solutions guarantees that the Services are performed carefully, properly and as well as possible. If required for the proper performance of the Services, W Solutions has the right to have certain activities performed by third parties. W Solutions is and remains responsible towards the Client.
- 3.5. W Solutions is entitled, but never obliged, to demand the correctness, completeness or coherence of the source materials made available to it. or specifications and, if any deficiencies are found, to suspend the agreed work until the Client has removed the deficiencies in question.
- 3.6. Unless otherwise agreed, W Solutions is not a party to the delivery of services from third parties, such as software licenses or hosting that are required for Services, even if W Solutions purchases these services for the Client. In the case of software licenses supplied as a Service, it depends on the supplier whether W Solutions is the contractual other party of  
The client is or the supplier. W Solutions will provide adequate information about this.
- 3.7. W Solutions has the right (temporarily) not to provide the Services or to a limited extent if the Client does not fulfill an obligation towards W Solutions with regard to the agreement or acts contrary to these general terms and conditions.
- 3.8. W Solutions will make every effort to respond to a request from the Client as quickly as possible, but cannot make concrete promises about times, unless otherwise agreed in the quotation.
4. **Provisions on maintenance**

- 4.1. Maintenance is understood to mean the functioning of existing hardware and/or software in accordance with the quotation or further agreement, and more generally the correction of errors.
- 4.2. W Solutions will make every effort to carry out maintenance as well as possible, but is often dependent on its supplier(s) and third parties for updates, error recovery software ("patches") or spare parts. W Solutions is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct functioning of the software or is not in the interest of the Client.
- 4.3. As part of the maintenance, W Solutions will make every effort to correct errors in the Works, such as websites, data files, software, documentation, advice, reports, analyses, designs, texts, photos, films, sound recordings, images, audiovisual material, logos or house styles ( hereinafter "Works") and associated software. However, W Solutions is dependent on supplier(s) and third parties. In the event of new functionality or changes that can materially change the functioning of the software, W Solutions will consult with the Client in advance.
- 4.4. W Solutions will make every effort to add changes to the software requested by the Client. W Solutions is always entitled to refuse a request if, in its opinion, it is not feasible or could impede the proper functioning or availability of the software.
- 4.5. If, in W Solutions' judgment, a requested change may adversely affect the operation or security of the software, W . will Solutions report this to the Client in writing. If the Client nevertheless insists on the change and W Solutions implements it, this will be done at the Client's own risk and without any liability for W Solutions.
- 4.6. If the Client wishes to independently implement a change to the results delivered by W Solutions, this will be done entirely at the Client's own risk and responsibility, unless the Client has notified W Solutions of the desired change in advance and W Solutions has approved it in writing. W Solutions may attach conditions to this approval.

## **5. Remote Support Provisions**

- 5.1. Remote support is provided by telephone, email and other mutually agreed channels.
- 5.2. W Solutions will, at the request of the Client, propose software with which supported computers can be accessed remotely. It is the Client's responsibility to ensure that its network and security environment allows this software to work.

- 5.3. If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, W Solutions will endeavor to find a solution at the Client's location at the normal hourly rate, with a surcharge to be reported in advance. come.

## **6. Equipment sales**

- 6.1. W Solutions guarantees for three months after delivery that equipment supplied in the context of the Services will meet the agreed or reasonably required specifications. In the event of a breach of this warranty, W Solutions will replace or repair it free of charge, after which the warranty period will again be three months.

## **7. Installation and configuration**

- 7.1. In accordance with the quotation or further specification, W Solutions will proceed with the configuration and installation of equipment and software for the Client, in order to realize a working environment.
- 7.2. The choice, purchase and management of the environment in which the configuration and installation will take place is the sole and full responsibility of the Client, except for equipment supplied under article 'Sale of equipment'. W Solutions will provide directions on the desired configuration. If the designated environment does not meet W Solutions' requirements, W Solutions is entitled to refuse installation or configuration.
- 7.3. At the request of W Solutions, the Client will grant W Solutions employees and assistants all necessary access to the environment to enable installation, configuration, maintenance and adjustments. Physical access to equipment of the Client will only take place if this is necessary, and only after prior consultation with the Client.
- 7.4. If third-party software is installed, the Client must have sufficient licenses for this and ensure that the provisions contained therein are strictly observed. The Client indemnifies W Solutions against claims from third parties regarding installation and licenses of the software, except insofar as the claims are the result of information or licenses supplied by W Solutions.

## **8. Development of works**

- 8.1. If a Service extends to the development, configuration and/or adaptation of Works, W Solutions has the right, unless otherwise agreed, to use images, software and components from third parties for the development, configuration or adaptation of Works.

8.2. W Solutions is allowed to use open source software, the rights of which are held by third parties. This means, among other things, that W Solutions may supply open source software to the Client and may process open source software in Works that W Solutions creates or adapts in the context of a Service. If the license of certain open source software entails that the Client can only distribute (parts of) the software as open source, W Solutions will sufficiently inform the Client about all applicable license conditions.

8.3. After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the Works developed at the Client.

## **9. Intellectual Property Rights**

9.1. All intellectual property rights to all Services or Works developed or delivered under the agreement rest exclusively with W Solutions or its licensors. Rights can only be transferred to the Client if explicitly stated in the offer or separately.

9.2. The Client only acquires the rights of use and powers that arise from the scope of the agreement or that are granted in writing and for the rest, the Client will not reproduce or make public the Works or other results of the Services materials.

Any use, duplication or disclosure of the materials outside the scope of the agreement or the rights of use granted is considered a copyright infringement. The Client will pay an immediately due and payable fine of € 5,000.00 per infringing act to W Solutions. This does not affect W Solutions' right to obtain compensation for damage caused by the infringement or to take other legal measures to have the infringement terminated.

9.3. The Client is entitled to make changes to Works that it acquires the right of use, but only that which has been explicitly agreed.

9.4. W Solutions will make the source files (such as image, website or software source code) of delivered Works available to the Client after payment of the relevant invoice or invoices.

9.5. The Client is not permitted to remove or change any designation regarding copyrights, trademarks, trade names or other intellectual property rights from the materials from Works that it is licensed, including indications regarding the confidential nature and secrecy of the materials.

## **10. Prices and payment**

- 10.1. W Solutions will invoice monthly for all work based on the hours actually worked. For work outside office hours, W Solutions can stipulate a surcharge of a maximum of 200% of the normal rate.
- 10.2. W Solutions will send an electronic invoice to the Client for the amounts owed by the Client.
- 10.3. The payment term for invoices is fourteen days after the date of the invoice, unless a longer payment term is indicated on the invoice. If the Client does not pay on time, it will be in default by operation of law after this period has expired, without notice of default being required. If an amount due is not paid within the payment term, the statutory interest is owed on the outstanding invoice amount.
- 10.4. If the Client believes that (part of) an invoice is incorrect, it must report this to W Solutions within the payment term. The payment obligation of the disputed (but not the rest) is suspended until W Solutions has investigated the report. If, after investigation by W Solutions, it appears that the dispute was unjustified, the Client must still pay the disputed amount within seven days.
- 10.5. In the event of late payment, in addition to the amount owed and the interest due thereon, the Client is obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies. In particular, W Solutions is entitled to charge an administration fee of €50 in this case.
- 10.6. The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium or if assets of the Client are seized in full, Client dies, goes into liquidation or is dissolved.

## **11. confidentiality**

- 11.1. The parties will treat information that they provide to each other before, during or after the execution of the agreement confidentially if this information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the agreement.
- 11.2. W Solutions will make every effort to avoid taking cognizance of data that the Client stores and/or distributes via the hardware or software to which the Services relate, unless this is necessary for the proper execution of the agreement or W Solutions for that purpose.

required by law or court order. In that case, W Solutions will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.

11.3. W Solutions may use the knowledge acquired during the execution of the agreement for other assignments, insofar as no information from the Client becomes available to third parties in violation of the obligations regarding confidentiality.

11.4. The obligations under this article also survive termination of the agreement for any reason, for as long as the party providing the information can reasonably claim the confidential nature of the information.

## **12. Liability**

12.1. W Solutions is only liable towards the Client in the event of: an attributable shortcoming in the fulfillment of the agreement and exclusively for replacement compensation, ie compensation of the value of the failed performance.

12.2. Any liability of W Solutions for any other form of damage is excluded, including, among other things, additional compensation in any form whatsoever, compensation for indirect damage or consequential damage, damage due to lost turnover or profit, damage due to loss of data as well as damage due to exceeding terms as a result of changed circumstances.

12.3. In the event of liability under the first paragraph, the maximum amount that W Solutions is obliged to compensate will be equal to € 2,000.00. This maximum amount will lapse if and insofar as the damage is the result of intent or gross negligence on the part of W Solutions.

12.4. The liability of W Solutions due to an attributable shortcoming in the fulfillment of the agreement only arises if the Client gives W Solutions immediate and proper notice of default in writing, whereby a reasonable period is set to remove the shortcoming, and W Solutions is also attributable after that period in continues to fail to fulfill its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that W Solutions is able to respond adequately.

12.5. In the event of force majeure, which in any case includes malfunctions or failure of the Internet, the telecommunications infrastructure, power failures, internal disturbances, mobilization, war, transport disruption, strike, lockout, business disruption, supply disruption, fire, flood, import and export barriers and in the event that W Solutions by its own suppliers, for whatever reason, is not enabled to deliver as a result of which fulfillment of the agreement



cannot reasonably be expected of W Solutions, the execution of the agreement will be suspended, or the agreement will be terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.

**13. Duration and cancellation**

13.1. The agreement is entered into for the period necessary for the delivery of the Services. The agreement can only be terminated prematurely as provided in these terms and conditions, or with the consent of both parties. The Client can terminate the agreement prematurely against payment of a lump sum equal to the hours worked at the hourly rate applicable within W Solutions.

13.2. After cancellation, termination or dissolution for whatever reason, W Solutions is entitled to immediately after the date on which the agreement expires all data stored with itself for the benefit of the Client. to delete. In that case, W Solutions is not obliged to provide the Client with a copy of this information.

13.3. The agreement ends automatically if a party is declared bankrupt, applies for a moratorium or if assets are seized in full, dies, goes into liquidation or is dissolved.

**14. Changes to Agreement**

14.1. After acceptance, the agreement may only be amended by mutual consent.

14.2. However, if the agreement is a continuing performance agreement, W Solutions agrees is entitled to unilaterally adjust or extend these general terms and conditions per calendar year. It must do so at least two months before the adjustments or extensions will take effect, to notify the Client. However, changes to the general terms and conditions can never set a specific agreement aside.

14.3. If the Client objects within this period, W Solutions will consider whether it wishes to withdraw the objectionable adjustments or extensions or not. W Solutions will notify the Client of this decision. If W Solutions does not wish to withdraw objectionable adjustments or extensions, the Client has the right to terminate the agreement as of the date on which these will take effect.

14.4. W Solutions may make changes to these terms and conditions at any time if they are necessary due to changed legal regulations. The Client cannot object to such changes.

- 14.5. The above arrangement also applies to prices. W Solutions may thereby make price changes imposed on it by suppliers at any time charged to the Client. Proof of the price change will be provided upon request.

**15. Final Provisions**

- 15.1. Dutch law applies to this agreement. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which W Solutions is located.
- 15.2. If any provision of this agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will replacement determine (a) new provision(s), which gives shape to the intention of the original agreement and these general terms and conditions as much as is legally possible.
- 15.3. In these terms and conditions, "in writing" also includes e-mail and communication by email fax, provided that the identity of the sender and the integrity of the content are sufficiently established. The parties will make every effort to confirm the receipt and content of communication by e-mail.
- 15.4. The version of any communication received or stored by W Solutions is considered to be authentic, subject to proof to the contrary to be provided by the Client.
- 15.5. Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written consent of the other party. Contrary to this, W Solutions is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.