



SOFTWARE ENGINEERING

General Terms and Conditions

Article 1

Definitions

In these terms and conditions the following definitions are used:

1. **Wolff Software Engineering:** a sole proprietorship located at the Bouriciusstraat 2-A3 (6814CV) in Arnhem, registered at the national chamber of commerce under registration number 01150245.
2. **Client:** the natural person or legal entity that instructs Wolff Software Engineering to perform certain activities, make available services or supply products from Wolff Software Engineering.

Article 2

Applicability

1. Current terms and conditions apply to all offers, tenders, agreements, services, activities and deliveries from Wolff Software Engineering, of any kind, unless the applicability has been fully or partly excluded by written agreement or if such exclusion has been explicitly negotiated.
2. Possible terms and conditions from Client are hereby explicitly declined. Any

deviation or amendment to the current terms and conditions are only applicable if these have been accepted in writing by Wolff Software Engineering.

3. When during a short or long time deviations from current terms and conditions have been permitted or if the current terms and conditions have not actively been enforced the applicability of the current terms and conditions is not altered. Wolff Software Engineering therefore reserves the right to demand strict and immediate compliance. Client does not acquire any rights if current terms and conditions have not been strictly applied.
4. Current terms and conditions are also applicable on all agreements with Wolff Software Engineering which prescribe the use of third parties in the agreements execution.
5. If one or more of the provisions in these current terms and conditions or any other agreement with Wolff Software Engineering is contrary to a legal provision, that specific provision will expire and be exchanged with a new similar provision compliant with the law, the contents of

this provision will be decided by Wolff Software Engineering.

6. Wolff Software Engineering reserves the right to change current terms and conditions at any given time. With the applicability of current terms and conditions the applicability of all previous terms and conditions is hereby repealed.

Article 3

Offers and tenders

1. All offers and tenders by Wolff Software Engineering are revocable and non-binding, unless otherwise specified in writing.
2. Client vouches for the accuracy and completeness of the by or on behalf of him provided information, demands, specifications about performance and other data on which Wolff Software Engineering bases its offer.
3. A composed offer does not compel Wolff Software Engineering to carry out a part of the offer against the corresponding part of the offered price.
4. The contents of the assignment are exclusively determined by that which has been described in the tender and the confirmation in writing of said assignment.
5. The prices in the offers and tenders from Wolff Software Engineering are without VAT (BTW) and without other state charges, as well as possible costs to be made in the context of the assignment such as but not limited to: mail-, administrative costs, and postal charges unless otherwise specified.

Article 4

Entering of the agreement

1. Subject to the provisions set below an agreement with Wolff Software Engineering is only valid after Wolff

Software Engineering has accepted the assignment in writing, or has confirmed said agreement. The engagement letter is considered to contain a full and honest statement of the agreement, unless the Client objects in writing immediately.

2. Possible later additional commitments or introduced amendments are not binding unless these commitments or amendments are confirmed in writing by Wolff Software Engineering within fourteen (14) days and the Client does not object in writing within three (3) workdays.
3. For agreements, activities or transactions for which because of their type or size no tender in writing or engagement letter is sent, the invoice is considered to contain a full and honest statement of the agreement, unless Client objects in writing within seven (7) workdays after the invoice date.
4. Wolff Software Engineering is entitled to demand collateral from Client beforehand or while entering the agreement, prior to performing, to ensure that the Client will meet the payment obligation as well as the other obligations.
5. Wolff Software Engineering, upon entering an agreement, exclusively commits to a best efforts obligation.

Article 5

Delivery and deadlines

1. If Wolff Software Engineering needs information or instructions from Client in the context of the performing of the agreement, the delivery time starts after the Client has submitted all the necessary information, in a format to be decided by Wolff Software Engineering.

2. If Wolff Software Engineering has specified a delivery time this delivery time can only be regarded as an indication. Therefore a specified delivery time can never be regarded as a final date. If the specified delivery time has been exceeded the client shall declare Wolff Software Engineering default in writing. Client shall give Wolff Software Engineering a reasonable time to still perform its duties.
3. Wolff Software Engineering reserves the right to involve third parties, not employed by Wolff Software Engineering, in performing its duties following the agreement.

Article 6

Billing and payment

1. Wolff Software Engineering reserves the right to, prior to performing the duties arising from the agreement, ask Client to pay a retainer. This retainer will be deducted from the latest invoice. Retainers should be paid as soon as possible.
2. Payment of invoices should be carried within thirty (30) days after the invoice-date, in a way to be laid out by Wolff Software Engineering and payed in the currency stated on the invoice.
3. If the thirty (30) days after the invoice-date have elapsed without payment, Client is automatically considered to be in default without any further notice required.
4. As soon as Client is in default. Client owes Wolff Software Engineering interest of 1% per month over the payments due, unless the legal interest-rate is higher in which case the legal interest-rate applies. All in- and out-of-court-costs necessarily incurred by Wolff Software Engineering are to be reimbursed by Client. In which case Client owes at least 15% of the total payment due with a minimum-amount of €75,00 (seventy- five euro). If the actual costs made by Wolff Software Engineering exceed the previously mentioned amount, these costs are also to be reimbursed by Client. If Client is a consumer the legal regime is applied.
5. In the case of liquidation, bankruptcy or suspension of payments from the Client any claims from Wolff Software Engineering and other obligations from client shall become immediately due and payable.
6. Any payments by Client always are in the first place regarded as payments towards all owed interest and costs, and in the second place regarded as payment towards the owed invoices with the earliest due- dates, even if the Client specifies that payment refers to a later invoice.
7. Wolff Software Engineering reserves the right to deny full amortisation if the owed interest and other costs are not also reimbursed.
8. If Client refers to multiple entities or companies, these parties will all be jointly held to fulfil the obligations arising from the agreement with Wolff Software Engineering and its context.
9. If the agreement is a continuing performance agreement Wolff Software Engineering is entitled to invoice Client monthly for performed services as long as the agreement exists.

Article 7

Suspension and termination of the agreement

1. If Client remains in default with regard to her duties arising from the agreement, Wolff Software Engineering, without prejudice to the provisions contained in

the agreement, has the right to terminate the agreement out-of-court by means of a registered letter. Termination will only occur after the Client has been declared to be in default and has been given a reasonable time to rectify her shortcoming.

2. Furthermore Wolff Software Engineering has the right to, without any reminder or declaration of default required, terminate the agreement as a whole or partially effective immediately out-of-court via a registered letter if:
 - a. Client has filed for a suspension of payments or if such a request has already been granted;
 - b. Client has filed for bankruptcy or if Client has been declared bankrupt;
 - c. The Client's company is liquidated;
 - d. An important or significant part of Client's company has been acquired by another party;
 - e. Client's current undertaking ceases its activities.
 - f. Beyond control of Wolff Software Engineering a significant amount of Client's equity has been confiscated or if it otherwise becomes clear that Client can no longer be expected to perform her duties corresponding the agreement.
3. Payments that Wolff Software Engineering has billed Client before termination of the agreement and for which Wolff Software Engineering has already undertaken activities, remain unaffected by the termination of the agreement and are immediately due with the termination of the contract.

4. If Client, after being declared in default, does not perform any obligation in time, Wolff Software Engineering shall be entitled to suspend performing its obligations, without being required to compensate the subsequent damages. Wolff Software Engineering is also entitled to do so on the basis of the circumstances covered in paragraph 2 of this article.

Article 8 Liability & Warranty

1. If Wolff Software Engineering is held liable for damages the liability is limited to the reimbursement of the direct damages and limited to the maximum price stated on the invoice. Direct damages are comprised of exclusively:
 - a. The reasonable costs for determining the cause and size of the damage, as long as the determining sees to damages as mentioned in these general terms and conditions;
 - b. Possible reasonable costs made to make the inadequate efforts of Wolff Software Engineering conform to the standards resulting from the agreement, unless the defects can not be attributed to Wolff Software Engineering.
 - c. Reasonable costs, made to limit or prevent damages, as long as Client demonstrates that these costs have led to the actual limiting and preventing of damages as referred to in these general terms and conditions.
2. Wolff Software Engineering is never liable for any indirect or collateral damage, including consequential damages, loss of profit, missed savings, and damages because of stagnation.

3. The limits of liability in these terms and conditions for direct damages are not applicable if the damages are the result of intent or negligence by Wolff Software Engineering.
4. The damages for which Wolff Software Engineering is held liable may never exceed the maximum payment Wolff Software Engineering may receive from his insurance, including the deductible.
2. If one of the circumstances mentioned in the preceding paragraph occurs, the Client will allow Wolff Software Engineering a reasonable time to perform the agreed upon performance after all.
3. In case of a force majeure any liability for damages by Wolff Software Engineering is eliminated. Parties will not use their right to termination for a time of three (3) months after the force majeure is in effect, unless parties agree upon a longer term for performing their duties.

Article 9 Lien

1. Wolff Software Engineering can, until Client has satisfied her obligations towards Wolff Software Engineering regarding payment of amounts due, hold all received or generated things, products, economic rights, data, documents, databases and (interim) results despite an obligation to deliver.

Article 10 Force majeure

1. Unforeseen circumstances, from whichever nature or kind, including mobilisation, threat of war, State intervention, labour-strike, occupation, transport strikes, fire, flood, non-compliance or late delivery by third parties on which Wolff Software Engineering is dependant for performance of the contract, which constitute that the assignment can no longer be performed timely or not at all without a disproportionate burden or costs, will constitute force majeure for Wolff Software Engineering. The same is true if Wolff Software Engineering is confronted with unexpected illness or accident of employees or third-parties that cannot reasonably be expected to be replaced within short term.

4. If Wolff Software Engineering as the force majeure sets in has already partially performed according to her duties, or can only partially perform according to her duties, Wolff Software Engineering is entitled to bill the already performed part of the agreement separately. Client is obligated to regard this partly performed part of the agreement as an entirely new separated agreement. This is not applicable if the already performed part of the agreement is of no economic significance.

Article 11 Confidentiality

1. Both parties are obliged to secrecy with regard to all confidential information that they receive or collect from each other with regard to the agreement. Information is to be regarded as confidential if one party declares it as such or if this results from the nature of the information.
2. Wolff Software Engineering shall only use the personal data of Client or make this data available to third parties if this is necessary for the proper execution of the agreement.

Article 12 Deficiencies and complaints

1. Complaints about the performed activities or services shall be lodged with Wolff Software Engineering in writing by Client within fourteen (14) days after the completion or delivery of said activities or services. For consumers a different term is used, within six (6) months after delivery. Wolff Software Engineering will take all complaints under advisement within fourteen (14) days.
2. If a complaint is found legitimate Wolff Software Engineering shall carry out the agreed upon activities or services. Unless Client demonstrates that this has become useless to her. Client will have to notify Wolff Software Engineering in writing of the previously mentioned.
3. If the performing of the agreed upon service no longer is possible or useful, Wolff Software Engineering will only be liable within the limits of Article 8 of these general terms and conditions.

Article 13

Applicable law and choice of court

1. All agreements with Wolff Software Engineering are subject solely to the law of the Netherlands.
2. All disputes – under which included those that are only regarded as such by one party – which originate as a result of an agreement upon which these terms and conditions are (partly) applicable, or are a result from such an agreement, shall be settled by the competent court in the location of Wolff Software Engineering, unless a legal provision prohibits this. This does not prohibit Wolff Software Engineering to agree with Client to settle the dispute by means of an independent arbitration commission.