

GENERAL TERMS AND CONDITIONS Merwylan
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Definitions

1. Merwylan: Merwylan Software Development, established in Tuitjenhorn, Chamber of Commerce no. 74975056.
2. Customer: the party which Merwylan has entered into an agreement with.
3. Parties: Merwylan and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Merwylan.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Merwylan are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Merwylan is entitled to adjust all prices for its services, shown on its website or otherwise, at any time.
3. The price with regard to services is determined by Merwylan on the basis of the actual working hours.
4. The price is calculated according to the usual hourly rates of Merwylan, valid for the period in which he carries out the work, unless a different hourly rate has been agreed.
5. If the parties have agreed on a total price for a service provided by Merwylan, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
6. Merwylan is entitled to deviate up to 10% of the target price.
7. If the target price exceeds 10%, Merwylan must let the customer know in due time why a higher price is justified.
8. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
9. Merwylan has the right to adjust prices annually.
10. Merwylan will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
11. The consumer has the right to terminate the contract with Merwylan if he does not agree with the price increase.

Payments and payment term

1. The customer must have paid the full amount within 14 days, after delivery.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Merwylan having to send the customer a reminder or to put him in default.

Consequences of late payment

1. If the customer does not pay within the agreed term, Merwylan is entitled to charge an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Merwylan.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Merwylan may suspend its obligations until the customer has met his payment obligation.

5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Merwylan on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Merwylan, he is still obliged to pay the agreed price to Merwylan.

Right of withdrawal

1. A consumer may cancel a service during a cooling-off period of 14 days without giving any reason, provided that:
 - the service does not concern accommodation, travel, restaurant business, transport, catering assignment or form of leisure activity
 - the purchase does not concern an (assignment to) urgent repair
 - it does not concern a service that is fully performed with the consent of the customer within the 14 calendar days right of withdrawal period and the consumer has not renounced his right of withdrawal
2. The cooling-off period of 14 days as referred to in paragraph 1 commences:
 - as soon as the consumer has purchased a service for the first time
 - as soon as the consumer has confirmed the purchase of digital content via the internet
3. The consumer can notify his right of withdrawal via julian@merwylan.nl

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to Merwylan with any claim on Merwylan.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Merwylan, not obligations of results.

Performance of the agreement

1. Merwylan executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Merwylan has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Merwylan can start the implementation of the agreement on time.
5. If the customer has not ensured that Merwylan can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Merwylan all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Merwylan will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Merwylan and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the service agreement

1. The agreement between Merwylan and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a

consumer terminates the agreement with due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.

3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Merwylan a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Cancellation of the contract for an indefinite period of time

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.
2. A consumer has the right to terminate an agreement for an indefinite period with due observance of a notice period of 1 month.

Confidentiality

1. The client keeps any information he receives (in whatever form) from Merwylan confidential.
2. The same applies to all other information concerning Merwylan of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Merwylan.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
 - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

Penalties

1. If the customer violates the articles of these general terms and conditions about confidentiality, then he forfeits on behalf of Merwylan an immediately due and payable fine of € 1.000 if the customer is a consumer and € 5.000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Merwylan including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Merwylan against all third-party claims that are related to the products and/or services supplied by Merwylan.

Complaints

1. The customer must examine a product or service provided by Merwylan as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Merwylan of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Merwylan of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Merwylan is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Merwylan being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Merwylan in writing.

2. It is the responsibility of the customer that a notice of default actually reaches Merwylan (in time).

Joint and several Client liabilities

If Merwylan enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Merwylan under that agreement.

Liability of Merwylan

1. Merwylan is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Merwylan is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Merwylan is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Merwylan is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Merwylan shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Merwylan imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Merwylan is not permanent or temporarily impossible, dissolution can only take place after Merwylan is in default.
3. Merwylan has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Merwylan good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Merwylan in the fulfillment of any obligation to the customer cannot be attributed to Merwylan in any situation independent of the will of Merwylan, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Merwylan .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Merwylan cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Merwylan can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Merwylan does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Merwylan is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Merwylan with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deriving from an agreement with Merwylan to third parties without the prior written consent of Merwylan.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Merwylan had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Merwylan is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 15 februari 2023.