**General Terms and Conditions Bestoked**

**Registered at the Dutch Chamber of Commerce: 65162382**

*Article 1* **Applicability**

1. These general terms and conditions apply to all proposals and agreements issued, signed by Bestoked (sole proprietorship), hereinafter referred to as the user and / or Bestoked respectively.
2. The terms and conditions also apply to all subsequent published proposals and agreements signed with the same party, whether associated with or followed by proposals already made.
3. Amendments or additions to these terms and conditions must be confirmed by the user explicitly and in writing, and shall apply only to that proposal or agreement on the occasion of its release.
4. If terms and conditions are used by the other party and is in conflict with Bestoked’s general terms and conditions. The general terms and conditions of Bestoked shall be applied.

*Article 2* **Proposals**

1. All proposals made by Bestoked are non-binding unless expressly stated otherwise in the proposal.
2. The user, if no agreement is reached, is entitled to receive compensation for all costs made during the preparation of the proposal from the person who made the request, unless otherwise expressly agreed. An agreement is made if the user has confirmed to accept the offer or assignment of the other party. The proof of a formed agreement can also be provided by other means.
3. The drawings, designs, prospectuses etcetera supplied by or on behalf of the user in the proposal, will remain property of the user and should be returned to the user if parties fail to reach an agreement. The user retains all rights to the intellectual property related to these goods.
4. These pieces by or on behalf of the user, should not in any way be reproduced, disclosed or made available to third parties or used without an expressly written consent of the user.
5. Drawings, models, designs, samples, calculations, prospectuses etcetera made available by the other party are kept by the user for six months after the provision for the benefit of the other party and will not be returned by the user.
6. The other party is responsible for the information, specifications, calculations and the like provided by them.
7. The other party indemnifies the user against all claims of third parties based on infringement of intellectual property rights arising from data, models, pictures, etcetera provided by the other party, which are set against the user.

*Article 3* **Price and price adjustment**

1. All agreed prices are final and excluding VAT, unless otherwise expressly stated in writing.
2. Bestoked reserves the right to increase the agreed prices if, after the signing the agreement but before the time of its execution,

changes arise in one or more cost factors. The user will notify the other party in due time in a written notice if he has to increase on the agreed prices.

1. If the price change leads to a price difference of more than fifteen percent (15 %) on the price the parties agreed on and the other party provides a written request to terminate the agreement, Bestoked will terminate the agreement.
2. Unless expressly agreed otherwise, all prices are stated in Dutch currency.
3. All prices are exclusive media costs, such as media budget, paid links, subscriptions, software, installation and hosting costs, unless explicitly agreed otherwise in writing.

*Article 4* **Implementation of the agreement**

1. The agreement between the parties is to be regarded as an obligation for the user to put work of effort regarding the agreement. The user decides in which way the agreement is implemented.
2. The user has the right to delegate specific work to third parties or request assistance from third parties without noticing the other party.
3. The specific time span given to implement the agreement will be reasonably and fairly pursued by Bestoked, but Bestoked shall not be bound by it.
4. The period given to implement the agreement will be reasonably and fairly pursued by Bestoked, but Bestoked shall not be bound by it.
5. The user will never be liable with respect to directly or indirectly caused consequences when exceeding the time span/ period given and the other party does not have the right to suspend the agreement when this happens.
6. If the user cannot implement the agreement because the other party fails to cooperate or because another impediment to the other party’s side rises, the other party is in default and the user has the right for compensation with respect to the damage suffered by it. The loss on the part of the user is set at half of the price agreed.
7. If the user cannot implement the agreement at the agreed time and or agreed place because the other party fails to cooperate or because another impediment to the other party’s side rises, the other party is in default and the user has the right for compensation with respect to the damage suffered by it. The loss on the part of the user is set at half of the price agreed.
8. The other party is obliged to secrecy regarding third parties and all of its obligations under the agreement and its implementation of the user in the broadest sense of the word.

*Article 5* **Liability**

1. The liability of the user for all direct costs and damages in any way related to or caused by an error or omission during the implementation of the contract shall at all times be limited to the amount for which the user of such events is insured and which cover is actually provided.
2. The user shall not be liable for any indirect costs and indirect damage, in any way related to or caused by an error or omission during the implementation of the contract.
3. The other party indemnifies the user against all third party claims for damages or otherwise, directly or indirectly related to the implementation of the agreement between the user and the other party.
4. The user shall not be liable for any damage to or loss of any property and/or its Website or the content thereof of the other party more than the amount for which the user has insured itself against such damage and for which cover is actually provided.
5. The user shall not liable for any damage to or loss of any property of the other party that the user or any person on his behalf is working with. If the other party fails to pick up the property within two weeks, the right of retention could be exercised.
6. The user shall not liable for any damage to or loss of anything of the other party that the user or any person on his behalf is working with. If the other party fails to pick up the property within two weeks, the right of retention could be exercised.
7. The other party is liable for the damage or loss of goods and equipment unless the damage or loss is due to gross negligence or intentionally done by the user.

*Article 6* **Force majeure**

1. If and insofar as the user cannot comply to his obligations in time or at the agreed place according to the agreement as a consequence of a cause he cannot be blamed for or attributed to, he is entitled to suspend the agreement without judicial intervention and without owing damages and obligations for a reasonable period of time.
2. A cause which the user cannot be blamed for or attributed to includes but is not limited to: any unforeseeable delays in the regular course of business in the company of the user or in the company of an involved third party whom the user makes use of its services and goods, and/or changes in the factual circumstances directly or indirectly influencing cost factors or delivery options after signing the agreement.
3. A cause which the user cannot be blamed for or attributed to includes but is not limited to: fire, flood, exceptional weather conditions, disasters, war, threat of war, infectious diseases, governmental action, riot, strikes, lockouts, defective machinery or equipment, interruption, stagnation in the supply or rationing of raw materials, auxiliary materials and fuels, the breach of an obligation by a third party from whom the user receives goods or services.
4. If any of the above circumstances occurs, the user will submit evidence and inform the other party as soon as possible.

*Article 7* **Payment**

1. All payments must be made within 15 (fifteen) days after the invoice date, without any right to discount or setoff, even at the time of bankruptcy, at the office of the user or by transferring the amount to a bank account designated by the user.
2. If the other party have not paid within the specified period, he is legally in default and the user has the right to bring an interest rate of one (1) percent per month into account without further warning or notice until the amount including interest is fully

paid.

1. All costs incurred by the user, resulting from non-performance, late or improper fulfillment by the other party will be paid by the other party. These costs include but is not limited to the costs of summons, notices of cancellation, collection and bailiff costs, and lawyer/ attorney costs, and all other extrajudicial and judicial costs. These costs are at least 15 % of the principal claim.
2. The other party is in default by non or improper performance.
3. If and insofar as the other party is in default of payment, or in case of bankruptcy, application for suspension of payments and closure or liquidation of its business, the debt of the other party is immediately claimable by the user.
4. The user reserves the right to demand advance payments, full or partial, of the agreed or budgeted price.
5. The other party is obliged to provide collateral or bank guarantee on demand by the user for all components of this agreement if indebted to the user.
6. The user is entitled to receive compensation for all demandable claims or claims that are deemed valuable from the other party or a company belonging to the other party.
7. The user is entitled to suspend his obligations and its services offered with respect to the agreement until the other party or a corporation belonging to the other party has fulfilled their obligations.

*Article 8* **Applicable law and jurisdiction**

1. All agreements between the user and the other party is governed by Dutch law.
2. All disputes arising from the agreement between the user and the other party shall be referred to and settled by the competent court in the district of Breda.