

VP IT Support General Terms and Conditions for consumers and companies

Clause 1: Definitions

VP IT Support: sole trader, registered at the Chamber of Commerce under number 63531003, having its registered office at Sinjeur Semeynsstraat 21, 1183 LD Amstelveen, the Netherlands;

Customer: a VP IT Support customer, being a natural person, not acting in pursuit of a profession or business, as well as a natural person or legal entity that does act in pursuit of a profession or business;

Contractor: VP IT Support

Parties: VP IT Support and the other party/parties jointly;

Quotation: a quotation without engagement made by VP IT Support to another party;

Services: the performance of work by the Contractor for a Customer in exchange for payment;

Goods: all materials, tools and other goods made available, supplied or installed by the Contractor to the Customer under a contract entered into with the Customer;

Contract of Sale: a contract under which VP IT Support acts as the seller of goods;

Order or Contract: the contract for services, not being an employment contract, under which the Contractor undertakes towards the Customer to perform work in the Contractor's area operation. That work includes all work assigned by the Customer and all other work arising from or related to the assignment, including but not limited to:

- advice in the field of the purchase or replacement of hardware or software;
- the supply of hardware or software;
- the installation of hardware, network and software packages;
- the transfer of the Customer's personal data from its old hardware to the new hardware;
- service/maintenance; and
- assistance and explanation regarding the handling of the hardware.

Clause 2: Applicability

2.1 These General Terms and Condition govern all types of contract between the Customer and the Contractor and all contracts arising from or related to those contracts, as well as all offers and quotations of the Contractor.

2.2 In the event of inconsistency between these General Terms and Conditions and a contract or order confirmation between the Customer and the Contractor, the provisions of the contract or order confirmation in question prevail.

Clause 3: Governing law and competent court

3.1 All quotations and contracts with the Contractor and all contracts arising from such contracts are governed by Dutch law.

3.2 The Amsterdam Court also has jurisdiction to hear and decide on any disputes that may arise between the Contractor and a Customer. The subdistrict court judge of Amsterdam Court furthermore has jurisdiction with regard to disputes that come under the jurisdiction of the subdistrict division. For these purposes the term "dispute" includes any dispute that is regarded or classified as such by only one of the parties.

3.3 If any provision of these General Terms and Conditions is void or voided, the other conditions continue to apply and the Parties will consult to agree on a new provision to replace the void or voided provision, taking the purpose and scope of the void or voided provision into account insofar as possible.

Clause 4: Formation of a Contract

A Contract is entered into either in writing or orally. In the case of an offer process, if the Contractor has made an offer and the Customer declares that it accepts that offer, a contract is formed. The offer is based on the information with which the Customer provides the Contractor at the time of that offer. The offer is considered a correct and complete representation of the Contract.

Clause 5 – Performance of the Assignment by the Contractor

- 5.1 The Contractor determines the manner in which the Assignment will be performed. That will be done insofar as possible in accordance with the wishes stated in a timely manner by the Contractor.
- 5.2 The first hour of a visit is always charged in its entirety.
- 5.3 If the Contractor performs work or provides other performances on request or with the Customer's prior consent that falls outside the scope of the agreed work or performances, that work or those performances will be charged to the Customer on the basis of the agreed rates. If a fixed price has been agreed, the Contractor will inform the Principal in writing of the financial consequences of the extra work or performances.
- 5.4 If an assignment is cancelled later than 48 before the start of the assignment, the Contractor may charge that assignment, subject to a maximum of the daily rate of EUR 250, excluding VAT.
- 5.5 The assignments performed by the Contractor do not include the provision of hardware and software best-efforts obligations.

Clause 6 – Time periods

If so desired, the Customer and the Contractor will agree on time periods within which an assignment must be completed. Those time periods are targets, do not bind the Contractor and are always stated for information purposes only.

Clause 7 – Payments

- 7.1 All amounts payable by the Customer to the Contractor under a contract must be paid within 14 days after the invoice date.
- 7.2 Contrary to clause 7.1, the Contractor does not provide hardware and software until the Customer receives the entire amount for the supply of those goods. All items delivered to the Customer remain the Contractor's property until all amounts payable by the Customer under the contract entered into between the Parties have been paid to the Contractor in their entirety.
- 7.3 The amount due, based on the rates agreed on in the offer, is payable by the Customer to the Contractor. All amounts are inclusive of VAT and exclusive of any charges imposed by the authorities.
- 7.4 If the Customer fails to perform its payment obligations stated in clause 7.1, the Contractor may charge out-of-court costs of collection in accordance with the applicable statutory regulations.

Clause 8: Loan for use

- 8.1 If and insofar as the Contractor has provided the Customer with hardware on loan, whether or not in exchange for payment, the Customer must return that hardware within two days after the Contractor so requests, in its original condition and free of defects. If a specific date has been agreed on between the Customer and the Contractor on which the hardware provided must be returned to the Contractor, that date applies.
- 8.2 The Customer must check the hardware provided on loan for defects immediately after receipt and, if any defect is established, must notify the Contractor accordingly within 24 hours.

- 8.3 The Customer must handle and use the hardware provided on loan with due care in accordance with the requirements and regulations of which the Customer is deemed to be familiar.
- 8.4 If the hardware provided on loan becomes defective during the period in which it is made available to the Customer, the Customer must reimburse the costs of repair or replacement of the defective equipment to the Contractor.
- 8.5 The Customer may not make any changes to the hardware provided on loan.
- 8.6 Without the Contractor's written consent, the Customer may not lend the goods loaned to third parties.
- 8.7 The Customer must give the Contractor access to the hardware provided on loan at all times.
- 8.8 If the Customer fails to live up to the obligation to return the hardware, also after a demand to that effect, all resulting costs, including the costs of replacement of the hardware, are payable by the Customer. If the Customer fails to return hardware provided on loan, a penalty of EUR 200 per day is payable by the Customer for as long as it fails to do so, subject to a maximum of EUR 10,000. That penalty does not replace the actual compensation that the Contractor may claim, nor does it reduce that compensation. This penalty serves only as an incentive to comply.

Clause 9: Purchase of goods

- 9.1 The Contractor does not warrant that the hardware or goods are suitable on delivery for the actual use and/or for the Customer's intended use, unless that intended use is clearly specified in the written contract, without any reservation.
- 9.2 The Contractor's obligation to sell does not include assembly and installation materials, software, batteries, cables and accessories.
- 9.3 The Contractor does not warrant that the assembly, installation and user instructions accompanying the hardware are free of errors and that the hardware has the properties stated in those instructions.
- 9.4 The purchase price of the hardware does not include the costs of insurance. If applicable, those costs are charged to the Customer.
- 9.5 If the Parties have so agreed in writing, the Contractor will install the hardware.

Clause 10: Limitation of liability

- 10.1 The Contractor's liability is limited to the amount paid in the case in question under the liability insurance taken out, plus the amount of the excess that follows from the applicable policy conditions in the case in question. Further information is provided on request regarding the details of the policy conditions.
- 10.2 If no payment as referred to in clause 5.1 is made, the Customer's liability is in any event limited to the amount charged to the Customer.
- 10.3 The Contractor is not liable, however, for loss incurred by the Customer or a third party as a result of the provision of incorrect or incomplete data or information by the Customer to the Contractor or vice versa or for loss that is otherwise due to an act or omission of the Customer.
- 10.4 A claim for the reimbursement of loss must be filed with the Contractor no later than twelve months after the Customer discovered or could reasonably have discovered the loss, failing which the entitlement to compensation lapses.

Clause 11: Complaints of the Customer

- 11.1 If the Customer is dissatisfied with the Contractor's services or the products supplied, the Customer must file a complaint with the Contractor in writing or by email within two months after it discovered or reasonably should have discovered the alleged defect in the services provided by the Contractor, subject to forfeiture of the Customer's rights.
- 11.2 If the Customer has any complaint about an invoice sent to the Customer by the Contractor, the Customer must file a complaint with the Contractor in writing or by

email within two months after it discovered or should reasonably have discovered the alleged defect in the Contractor's invoice, subject to forfeiture of the Customer's rights.

- 11.3 Complaints filed by the Customer do not suspend the Customer's payment obligations, except insofar as the Contractor has informed the Customer that it considers the complaint valid.
- 11.4 Without the Contractor's express written consent, the Customer does not have the right of setoff.

Clause 12: Amendments

- 12.1 The Contractor may amend these General Terms and Conditions at any time.
- 12.2 Amendments are binding on the Customer only if the Contractor has notified the Customer of the amendments to these General Terms and Conditions and 14 days have passed since the date of that notification without the Customer informing the Contractor in writing that it does not accept the amendments.

Clause 13: Confidentiality

- 13.1 The Contractor is aware that it is strictly prohibited from disclosing any information of which it should reasonably understand that it is not intended for the other party and whose disclosure may harm the Customer or a customer of the Customer. This applies to the disclosure of information to third parties outside the Customer's own business, but may also apply to information that has not expressly been classified as secret or confidential. In particular, this duty of confidentiality applies to all information of and regarding the Customer and customers of the Customer but, in principle, also to information on other persons and businesses that maintain contact with the Customer. This duty of confidentiality furthermore applies to operating results, business strategy, research and personal data of the Customer and customers of the Customer and persons who work at the Customer. That information includes but is not limited to the following:
 - a. login codes
 - b. contact details
 - c. usernames
 - d. passwords
 - e. name and address data
- 13.2 If the Contractor doubts whether certain information is confidential, it must first attempt to clarify that issue, for instance by consulting with the Customer.
- 13.3 The Contractor must act with due care to ensure that confidential data remain confidential.

Clause 14 – Processing of personal data

The sound performance of the contract entered into with the Customer requires that the Contractor receives and processes personal data of the Customer with which it actively provides the Contractor, such as name, address, telephone number, date of birth, email address, IP address and other personal data. By providing the Contractor with personal data or by entering into a contract with the Contractor, the Customer gives consent for the Contractor to process its personal data. The Contractor processes personal data only in accordance with the VP IT Support Privacy Statement. That Privacy Statement can be found at <https://vpitsupport.nl/privacyverklaring>. On request, a copy of the Privacy Statement can also be provided on paper.