

Article 1. Definitions

1. Contractor: Posts For You, (Chamber of Commerce number 75907453), established and with an office at 7625 PL) Zenderen at the address Lidwinaweg 17.
2. Opdrachtgever: de (beoogde) contractspartij van Opdrachtnemer.
3. Agreement: the agreement concluded between the Contractor and the Client.
4. Conditions: the present conditions.

Article 2. The agreement

1. These conditions always apply to all offers and Agreements of the Contractor, with the explicit exclusion and rejection of all general conditions that the Clients state on their stationery, order and delivery forms, and the like and/or have deposited or applied somewhere. By simply requesting an offer and/or issuing an assignment to the Contractor, the Client accepts these Conditions and the Client thereby expressly waives the applicability of its general terms and conditions.
2. In case of a written offer or written order confirmation from the Contractor, this offer or order confirmation is deemed to represent the entire Agreement and supersedes all prior written and oral agreements, statements, and/or statements of the parties. Changes to / additions to the text of the offer or order confirmation are, in addition to the offeror order confirmation, only part of the Agreement if this is explicitly recognized by the Contractor in writing, in which case the text of the offer or order confirmation will prevail.
3. The Contractor reserves the right to unilaterally change these Conditions. The Client is deemed to have accepted the relevant changes if the Contractor has not received a written protest from the Client within 14 days of the written notification of the change.
4. Offers from the Contractor have a limited validity of 10 working days unless stated otherwise in writing. The Contractor is always entitled to withdraw an offer accepted by the Client within two working days after receipt of its acceptance. The Client cannot derive any rights from information from offers, folders, advertising materials, or from the Contractor's website.
5. If any provision of these general terms and conditions is not valid for any reason, the terms and conditions remain in force and the parties will negotiate the content of a new provision, which provision is as close as possible to the intent of the original provision.

Article 3. The presentation

1. The Contractor carries out the assignment for the Client to the best of his knowledge and ability. Unless expressly agreed otherwise in writing in the Agreement, the Contractor has a best-effort obligation and no obligation to achieve results.
2. Terms applicable to the Contractor are not fatal unless the parties to the Agreement have expressly agreed otherwise in writing. An agreed term that applies to the Contractor will only commence after the Agreement has been concluded and all information necessary for the execution of the Agreement is in the Contractor's possession. An agreed term that applies to the Contractor will be extended by at least the number of days that have elapsed between the time the Agreement was concluded and the moment all information necessary for the execution of the Agreement has come into the Contractor's possession.
3. The contractor has the right to have the assignment (partly) carried out by third parties.

Article 4. Price and payment

1. Unless explicitly stated otherwise in writing in the Agreement, prices are exclusive of VAT.
2. Unless explicitly in writing (such as based on a fixed price), the Contractor carries out its activities at least at an hourly rate of € 169.00, and external costs are charged directly to the Client. Possible advances will only be settled with (the funds are therefore paid as due until at least) the last invoice to the Client.
3. Price increases resulting from additions and/or changes to the order made at the Oral or written request of the Client are fully for the account of the Client.
4. All costs that are the result of circumstances that the Contractor did not reasonably have to take into account when entering into the Agreement will be for the account of the Client.
5. All payments by the Client to the Contractor must be made to a bank account to be designated by the Contractor, without suspension or setoff, in euros and no later than (30) days after the invoice date. Advances must be paid on the invoice date itself. These concern "certain terms for satisfaction" within the meaning of Art. 6:83 sub a BW.
6. In the absence of full and timely payment as referred to in the previous paragraph, the Client is in default by operation of law with at least the following consequences:
 - A. The Client owes interest of 2% per month on the outstanding invoice/invoices;
 - B. The Client will owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of € 250.00;
 - C. If the Contractor involves the Client in court about its payment obligations, the Client will also owe, in addition to the previous paragraphs, the mandatory costs that the Contractor must incur (such as attorney's fees, bailiff's fees, court fees, etc.).
7. Payments made by the Client will always first be deducted from all costs and interest owed and then from payable invoices that have been outstanding the longest, even if the Client states that payment relates to one or more subsequent invoice (s).
8. The Contractor is at all times entitled to require the Client to provide security and/or advance payment for the Client's compliance with obligations to the Agreement. This applies in any case in the event of any exceeding of any payment term, or any other shortcoming about this Agreement about other Agreements on behalf of the Client. The Client will comply with this at the first request.

Article 5. Quality and complaints

1. The Client must appeal to a defect in the performance of the Contractor within thirty (30) days after the activities have been performed and (in any case) within fourteen (14) days after receipt of the invoice. After this period, the work is deemed to comply with the Agreement.

Article 6. Force of the majority

1. The Client is unable to meet its obligations to the Client due to a force majeure situation due to a non-attributable shortcoming, the Client is not authorized to dissolve the Agreement and the fulfillment of the Contractor's obligations is suspended for the duration of the force majeure situation.
2. If any force majeure situation has lasted one (1) month, the Contractor has the right to dissolve the Agreement in writing in whole or in part.
3. In the event of a force majeure situation, the Client is not entitled to any compensation, even if the Contractor has any advantage as a result of the force majeure.
4. Force majeure is understood as understood in law and jurisprudence, all coming from outside, which, foreseen and unforeseen, cannot be influenced by the Contractor, as a result of which the fulfillment of its obligations towards the Client is wholly or partially prevented or as a result of which fulfillment of its obligations cannot reasonably be expected of the Contractor, regardless of whether a circumstance was also foreseeable at the time the Agreement was concluded. These circumstances include strike, exclusion, fire, and/or measures of any government agency, excluding the absence of any permit to be obtained by the government.

Article 7. Industrial and intellectual property

1. Unless explicitly determined otherwise in writing, the Contractor must retain the copyrights, patent rights, and all other industrial and/or intellectual property rights to the work offers made, designs, images, drawings, (trial) models, recipes, software, etc. made by it.
2. Unless it is explicitly established otherwise in writing that the rights to the data referred to in this article are the property of the Contractor regardless of the Client for the determination of costs.
3. All information, verbally or in writing, provided by the Contractor to the Client remains the property of the Contractor and may only be used by the Client for the purpose for which it was provided.
4. The Client will not provide the Contractor's information to third parties in any way whatsoever, except insofar as this is reasonably necessary for connection with the proper execution of the Agreement and then only after and insofar as a confidentiality obligation has been agreed.

Article 8. Liability Contractor

1. The Contractor is not liable for any indirect damage to the Client or a third party in connection with (the performance of) the Agreement or service provided by the Contractor, including consequential damage, immaterial damage, business, or environmental damage.
2. Any liability of the Contractor is in any case limited to a maximum of the invoice value of the assignment placed with the Contractor by the Client, at least to that part of the assignment to which the liability relates. When the Contractor is insured and its insurance pays out in response to the liability in question, its liability is limited to that amount paid out.
3. The exclusion of liability in this article does not apply if the damage is caused by intent or gross negligence of the Contractor or its management staff.
4. The Contractor is not liable for damage resulting from errors in the information provided by the Client, such as prescribed working methods or orders, directions and instructions given, and for damage resulting from work carried out by the Client or on its behalf by third parties.
5. The consequences of compliance (by the Contractor or third parties) with statutory regulations or government decisions are for the account of the Client, regardless of whether the cause/necessity of that compliance is due to the Client, Contractor, or a third party.
6. The Client can only invoke the obligations, as ensuing from this article, if it has fulfilled all its obligations towards the Contractor itself.
7. Any right of action for whatever reason on the part of the Client against the Contractor will lapse at the latest one year after the work has been performed.

Article 9. Suspension, settlement, and dissolution

1. In the following cases, the Client is in default by operation of law and the Contractor has the right to dissolve the Agreement in whole or in part - without any notice of default or judicial intervention being required - out of court:
 - A. if the Client applies for bankruptcy or a (provisional) moratorium or is declared bankrupt, is granted a (provisional) moratorium, or the Client is placed under administration, management or receivership under a statutory provision;
 - B. if the Client transfers, liquidates or stops or discontinues (part of) its business in whole or in part at all;
 - C. if a prejudgment or executory attachment is levied against the Client;
 - D. if the Contractor has good reason to fear that the Client will fail to fulfill its obligations, or if the Client has already failed.
2. In the event of dissolution by the Contractor based on the previous paragraph, the Client will owe the Contractor an amount of 80% of the price owed under the Agreement by operation of law.
3. The foregoing does not affect the Contractor's other rights.

Article 10. Applicable law and disputes

1. Only Dutch law applies to the Agreement, with the exclusion of the Vienna Sales Convention.
2. Unless the court with jurisdiction has jurisdiction over the municipality where the Contractor is established, it is authorized to settle disputes arising from the Agreement, unless the Contractor opts for the legally competent court.