

GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of meijer.it (hereinafter referred to as "meijer.it"), a company whose address is: Margrietlaan 9, Langbroek, The Netherlands. meijer.it and is registered with the Chamber of Commerce in the Netherlands under number : 69914001.

Definitions

In these General Terms and Conditions, the following terms have the below meanings, unless expressly stated otherwise:

General Terms and Conditions: these general terms and conditions as stated below.

Company: the Counterparty acting in the course of a business or profession.

Assignment: All work, in whatever form, performed by meijer.it for or on behalf of the Counterparty.

Remote services: an agreement that is concluded between meijer.it and the Counterparty within the framework of an organized system for remote services whereby, up to and including the conclusion of the agreement, one or more techniques for communication will be at a distance.

Service: All work, in whatever form, that meijer.it performs for or on behalf of the Counterparty.

Agreement: Any agreement concluded between meijer.it and the Counterparty.

Counterparty: the Company that has accepted these General Terms and Conditions and has commissioned the provision of a Service.

Unless the General Terms and Conditions expressly provide otherwise, the interpretation of the General Terms and Conditions applies that the singular is deemed to include the plural and vice versa and a reference to a masculine form is also deemed to include a reference to a feminine form and vice versa.

1. Applicability

1. These General Terms and Conditions apply to every offer and Agreement concluded between meijer.it and the Counterparty, unless parties have explicitly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with meijer.it, for the implementation in which third parties must be involved.
3. The applicability of the Counterparty's general terms and conditions is expressly rejected.
4. Deviations from the Agreement and General Terms and Conditions are only valid if expressly agreed in writing between the parties.

2. Quotations

1. All offers where the contrary is not expressly stated, count as a non-binding offer and can be revoked at any time, even if they contain a term for acceptance. Offers can also be revoked in writing by meijer.it within seven days of receipt of acceptance, in which case no agreement has been concluded between the parties.
2. All offers from meijer.it are valid for 14 days, unless stated otherwise.

3. meijer.it cannot be held to its offers if the Counterparty should have understood, on the grounds of reasonableness and fairness and generally accepted views in society, that the offer or part thereof contains an obvious mistake or clerical error.
4. If the acceptance, whether or not on minor points, deviates from the offer included in the offer, meijer.it is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless meijer.it indicates otherwise.

3. Conclusion of the agreement

1. The Agreement is concluded when the Counterparty accepts the offer from meijer.it.
2. Offers can only be accepted in writing (including by electronic means). meijer.it is nevertheless entitled to accept an oral acceptance as if it had been made in writing.
3. When meijer.it receives an order confirmation from the Counterparty, an Agreement is concluded between the parties, or when meijer.it actually starts with the execution.
4. The Agreement supersedes and replaces all prior proposals, correspondence, arrangements, or other communications, whether written or oral.

4. Execution of the agreement

1. The Agreement is executed by meijer.it to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The application of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded - **see appendix.**
2. meijer.it determines the manner in which and by which person (s) the Assignment will be performed. meijer.it is entitled to have certain work performed by third parties.
3. meijer.it is entitled to implement the Agreement in phases. If the Agreement is executed in phases, meijer.it has the right to invoice each executed part separately. If and as long as this invoice is not paid by the Counterparty, meijer.it is not obliged to perform the next phase and has the right to suspend the Agreement.

5. Changes and additional work

1. If during the execution of the Agreement it appears that for a proper execution it is necessary to change or supplement the Agreement, meijer.it will inform the Counterparty of this as soon as possible. The parties will then proceed to amend the Agreement in time and in mutual consultation.
2. If the parties agree that the Agreement will be amended / supplemented, the time of completion of the execution may be influenced by this. meijer.it will inform the Counterparty of this as soon as possible.
3. If the amendment or addition to the Agreement will have financial, quantitative and / or qualitative consequences, meijer.it will inform the Counterparty in advance.
4. If a fixed rate or fixed price has been agreed, meijer.it will indicate to what extent the amendment / addition to the Agreement affects the rate / price. meijer.it will try to - if possible - make a quotation in advance.
5. meijer.it will not be able to charge additional costs if the change / addition is the result of circumstances attributable to meijer.it.
6. Changes in the originally concluded Agreement between the parties are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended Agreement.

6. Obligations of the Counterparty

1. The Counterparty will ensure that all data, instructions, materials and / or equipment that meijer.it indicates are necessary or that the Counterparty should reasonably

understand to be necessary for the execution of the Agreement are available in time. The Counterparty must also grant meijer.it access and all powers and authorisations necessary to properly execute the Assignment.

2. The Counterparty is responsible for (the use of) the equipment and software in its organisation, as well as for the control and security procedures and adequate system management.
3. If it has been agreed that the Counterparty will provide software, materials or data on information carriers, these will meet the specifications necessary for the performance of the work.
4. meijer.it is not liable for damage of any kind, because meijer.it relied on incorrect and / or incomplete information provided by the Counterparty, unless meijer.it should have been aware of this inaccuracy or incompleteness.
5. If the materials provided by the Counterparty are protected by intellectual property, the Counterparty guarantees that it has the required licenses.
6. The Counterparty must refrain from conduct that makes it impossible for meijer.it to properly execute the Assignment.
7. If third parties engaged by meijer.it or meijer.it perform activities within the framework of the Assignment at the location of the Counterparty or a location designated by the Counterparty, the Counterparty will provide the facilities reasonably desired free of charge.
8. If the Counterparty has not fulfilled its obligations, as set out in this article, meijer.it has the right to suspend the performance of the Agreement and / or the additional costs resulting from the delay in accordance with the usual price or rates to the Counterparty. to charge.

7. Prices

1. Unless expressly agreed otherwise in writing, the prices and rates indicated by meijer.it are always be exclusive of VAT.
2. The prices and rates are exclusive of shipping, travel, accommodation and other expenses, unless otherwise agreed.
3. If no rate has been expressly agreed, the rate will be determined on the basis of the hours actually spent and the usual rates of [meijer.it](#)
4. meijer.it will provide the Counterparty with a statement or provide information on the basis of which these costs can be passed on to the Counterparty in good time before the Agreement is concluded.
5. If meijer.it agrees a fixed price or fixed rate at the conclusion of the Agreement, meijer.it is entitled to increase this, even if the price or rate was not originally given with reservation, if:
 - a. the Counterparty has provided too little or incorrect information;
 - b. this results from a power or an obligation on meijer.it under the law;
 - c. this is due to an increase in the price of raw materials, taxes, production costs, exchange rates, wages, etc. or on other grounds that were not reasonably foreseeable when the Agreement was entered into.
6. In the event that meijer.it intends to change the price or rate, it will inform the Counterparty of this as soon as possible.
7. If the increase in the price or rate takes place within three months after the conclusion of the Agreement, the Counterparty can dissolve the Agreement by written statement, unless:
 - d. the increase results from a power or an obligation on meijer.it under the law;

- e. the increase is due to an increase in the price of raw materials, taxes, production costs, exchange rates, wages, etc. or on other grounds that were not reasonably foreseeable when the Agreement was entered into;
- f. meijer.it is still prepared to execute the Agreement on the basis of the originally agreed; or
- g. it has been stipulated that the implementation will be carried out more than three months after the conclusion of the Agreement.

8. Payment

1. Payment is made by transfer to a bank account designated by meijer.it, unless otherwise agreed.
2. meijer.it will send an invoice for the amounts owed by the Counterparty. The payment term of each invoice is 14 days days from the date of the invoice concerned, unless stated otherwise on the invoice or otherwise agreed.
3. Billing takes place monthly, unless otherwise agreed.
4. meijer.it and the Counterparty can agree that payment in instalments is made in proportion to the progress of the work. If payment in instalments has been agreed, the Counterparty must pay in accordance with the instalments and percentages as laid down in the Agreement.
5. Unless otherwise agreed, a deposit of 30% of the total costs must be made after the initial setup of the website. In principle, the website will be placed on the internet in a temporary place. The remaining amount will be invoiced after the website has been completed. After receipt of the amount, the website will be placed on the internet at the final location.
6. Objections to the amount of the invoice does not suspend the payment obligation of the Counterparty.
7. The Counterparty is not authorised to deduct any amount due from a counterclaim it has made.
8. In the event of non-payment or late payment, the Counterparty will be in default by operation of law without notice of default. In that case, the Counterparty will owe statutory commercial interest until the day of full payment, from the date on which the payment became due, whereby interest on a part of the month is calculated over a whole month.
9. A payment made by the Counterparty will firstly be deducted from all interest and costs owed and finally from due and payable invoices that have been outstanding the longest, even if the Counterparty states that the payment relates to later invoices.
10. If the Counterparty is in default or omission in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Counterparty.
11. With regard to the extrajudicial (collection) costs, meijer.it is entitled to a compensation of 15% of the total outstanding principal with a minimum of € 45 for every invoice that is not fully or partially paid.
12. In the event of bankruptcy, moratorium, liquidation, complete attachment of assets, death or receivership, the claims of meijer.it and the obligations of the Counterparty towards meijer.it are immediately due and payable.
13. Any reasonable judicial costs and execution costs incurred are also for the account of the Counterparty.

9. Complaints

1. The Counterparty must examine the Assignment at the time of the completion, but in any case within 7 days after completion, whether the Assignment performed complies with the Agreement.
2. Complaints should be reported to meijer.it in writing within 7 days of the execution of the Assignment.
3. The right to (partial) refund of the price, replacement or compensation will lapse if the complaint is not reported within the set period, unless a longer period arises from the nature of the Assignment or the circumstances of the case.
4. The payment obligation is not suspended if the Counterparty informs meijer.it of the complaint within the stipulated period.

10. Delivery time

1. If a term has been agreed or specified for the delivery, this term is only indicative and can never be regarded as a strict deadline, unless expressly agreed in writing.
2. meijer.it is not liable in the event of adverse consequences for the Counterparty due to exceeding delivery times, unless there is intent or gross negligence on the part of meijer.it.
3. If meijer.it needs information, materials or instructions from the Counterparty that are necessary for the delivery, the delivery time will commence after the Counterparty has provided it to meijer.it.
4. For the agreed delivery periods, meijer.it is not in default by operation of law after the expiry thereof. This requires a further written notice of default, whereby meijer.it will be granted a period of at least 14 days to fulfil its obligations.
5. A notice of default is not required if the delivery has become permanently impossible or it has otherwise become apparent that meijer.it will not fulfil its obligations under the Agreement. If meijer.it does not deliver within this period, the Counterparty has the right to dissolve the Agreement in accordance with Article 265 Book 6 of the Dutch Civil Code - **see appendix**.

11. Maintenance

1. After delivery and acceptance by the Counterparty, the Counterparty can conclude a maintenance agreement. If the Counterparty wishes maintenance to be carried out after delivery, meijer.it will charge separate prices and / or rates for this.
2. Both the Counterparty and meijer.it are entitled to terminate the maintenance agreement. The maintenance agreement can be terminated annually with due observance of a notice period of 2 months and must be made in writing.
3. The costs related to such an agreement must always be paid in advance for one year.

12. Force majeure and unforeseen circumstances

1. A shortcoming cannot be attributed to meijer.it or the Counterparty, since the shortcoming is not due to his fault, nor is it for the account of law, legal act or prevailing views. In this case, the parties are also not obliged to fulfil the obligations arising from the Agreement.
2. In this General Terms and Conditions, force majeure means, in addition to what is understood in that area in law and jurisdiction all external causes, foreseen or not foreseen, over which meijer.it cannot influence and as a result of which meijer.it is unable to fulfil the obligations.
3. Force majeure of meijer.it means in any case:
 - a. strikes;
 - b. traffic disruptions;

- c. government measures that prevent meijer.it from fulfilling its obligations in a timely or proper manner;
- d. riots, rebellions, war;
- e. traffic barriers;
- f. lack of manpower;
- g. extreme weather conditions;
- h. fire;
- i. import, export and / or transit bans; and / or
- j. any circumstance as a result of which the normal course of business is impeded as a result of which fulfilment of the Agreement by meijer.it cannot reasonably be demanded by the Counterparty.

13. Termination of the agreement

1. Parties can terminate the Agreement at any time by mutual consent.
2. Parties can terminate the Agreement in writing with a notice period of 1 month.
3. Parties can terminate the Agreement in writing with immediate effect, in the event of:
 - a. application for or granting a moratorium to the other party;
 - b. filing for bankruptcy or bankruptcy of the other party; or
 - c. liquidation of the other party or non-temporary termination of the other party's business.
4. If the Agreement is dissolved, the claims of meijer.it on the Counterparty are immediately due and payable. If meijer.it suspends fulfilment of the obligations, it will retain its rights under the law and the Agreement. meijer.it always reserves the right to claim damages.

14. Liability

1. meijer.it is only liable for direct damage caused by gross negligence or intent on the part of meijer.it, and not for more than the amount stated in the invoice.
2. Direct damage exclusively means:
 - a. reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
 - b. reasonable costs incurred to have the faulty performance of meijer.it comply with the Agreement, insofar as these can be attributed to meijer.it; or
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to limitation of direct damage as referred to in the General Terms and Conditions.
3. meijer.it is never liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business interruption, damage resulting from the provision of defective cooperation and / or information from the Counterparty, damage due to non-binding information provided by meijer.it or advice, the content of which does not explicitly form part of the Agreement and all damage that does not fall under direct damage within the meaning of these general terms and conditions.
4. meijer.it is never liable for errors of the material provided by the Counterparty or for misunderstandings or errors with regard to the performance of the Agreement if they are caused by or caused by actions of the Counterparty, such as failure to not supplying complete, sound and clear data / materials.

5. meijer.it is never liable for errors if the Counterparty has given its approval at an earlier time, or has been given the opportunity to carry out an inspection and has indicated that it does not need such an inspection.
6. The limitations of liability laid down in this article are also stipulated for the benefit of third parties engaged by meijer.it for the execution of the Agreement, and meijer.it is never liable for damage caused by shortcomings of these engaged third parties.
7. meijer.it is not liable for damage to or destruction of documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of meijer.it, the Counterparty or third parties.

15. Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained under the Agreement from each other or from another source. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
2. If, on the basis of a legal provision or a court decision, meijer.it is obliged to provide confidential information to third parties designated by law or the competent court, and meijer.it cannot rely on any legal or if the competent court has recognised or permitted the right of non-disclosure, then meijer.it is not obliged to pay compensation or compensation and the Counterparty is not entitled to dissolve the Agreement on the basis of any damage resulting from this.
3. Notwithstanding the foregoing, meijer.it is authorised to include the name of the Counterparty on a list of relations, which is published on the website or via other communications to third parties, unless agreed otherwise.

16. Indemnity

1. The Counterparty indemnifies meijer.it insofar as permitted by law, with regard to liability towards one or more third parties, which arises from and / or is related to the performance of the Agreement, regardless of whether the damage is caused by meijer.it or its assistant(s), auxiliary goods or (delivered) Products or Services has been caused or delivered.
2. In addition, the Counterparty indemnifies meijer.it, insofar as the law allows, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.
3. The Counterparty is always obliged to make every effort to limit the damage.

17. Intellectual property

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, equipment, documentation, advice, reports, (electronic) information and preparatory material thereof (developed or made available in the context of the execution of the Agreement) (jointly called the "IE Material"), are vested exclusively in meijer.it or its licensors.
2. The Counterparty will only acquire any rights and powers with regard to the IE Material that arise from the Agreement and / or that are expressly granted in writing.
3. The Counterparty has a duty of confidentiality, and is obliged to keep it confidential, with regard to the IE Material made available, given that it contains confidential information and trade secrets of meijer.it or its licensors.
4. The Counterparty is not permitted to transfer any acquired right or authority with regard to the IE Material to third parties, without prior written permission from meijer.it.

5. The Counterparty is not permitted to remove or change any indication regarding intellectual property rights such as copyrights, trademark rights or trade names from the IE Material, unless agreed otherwise.
6. With due observance of these General Terms and Conditions, the Counterparty is entitled to correct errors in the delivered IP material, if this is necessary for the intended use thereof resulting from the nature of the IP material. Errors are understood to mean failure to comply with the functional specifications stated in writing by meijer.it and, in the case of custom software, to the expressly agreed functional specifications. An error only exists if it can be demonstrated and reproduced. The Counterparty is obliged to immediately report errors to meijer.it.
7. meijer.it is allowed to take technical measures to protect the IP Equipment. If meijer.it has secured the IE Material by means of technical protection, the Counterparty is not permitted to remove or evade this protection.
8. Any exploitation, reproduction, use or disclosure by the Counterparty of the IE Material that falls outside the scope of the Agreement or any rights and powers granted, is considered a violation of the intellectual property rights of meijer.it.
9. For such a breach, the Counterparty will pay an immediately due and payable fine of € 1,000 per infringing act that is not subject to judicial mitigation, to meijer.it, without prejudice to meijer.it's right to compensation for its damage or other to take legal action to bring the infringement to an end.
10. There will be no violation of the intellectual property rights if the Counterparty has received express written permission from meijer.it for the exploitation, reproduction, use or publication of the IE Material that is outside the scope of the Agreement or rights and powers granted.
11. meijer.it takes care of reserve copies of e-mails, websites and databases, unless explicitly stated otherwise on the websites of meijer.it and / or otherwise agreed. However, meijer.it assumes no responsibility for any loss of data and resulting damage. However, the reserve copies are for your own preservation. The Counterparty must also guarantee important information itself.
12. All IE Material developed by meijer.it for the execution of the Agreement can be used by meijer.it for its own promotional purposes, unless otherwise agreed with the Counterparty.

18. Privacy

1. meijer.it respects the privacy of the Counterparty. meijer.it handles and processes all personal data provided to it in accordance with applicable legislation, in particular the General Data Protection Regulation. The Counterparty agrees to this processing. meijer.it uses appropriate security measures to protect the Counterparty's personal data.
2. meijer.it only uses the Counterparty's personal data in the context of the execution of the Agreement or the handling of a complaint.
3. For more information about privacy, please refer to the website of meijer.it.

19. Expiry period

Contrary to the statutory limitation periods, all claims and / or powers that the Counterparty has against meijer.it and / or against third parties engaged by meijer.it are subject to a limitation period of one year from the moment when an event occurs that the Counterparty can use these rights and / or powers towards meijer.it and / or any third parties engaged by meijer.it.

20. Handover

1. The Counterparty is not permitted to transfer rights and obligations arising from the Agreement to third parties without written permission from meijer.it.
2. meijer.it is entitled to attach conditions to this permission.

21. Aftereffect

The provisions of the General Terms and Conditions and the Agreement, which are expressly or by their nature intended to remain in force even after termination of this Agreement, will continue to apply afterwards and will continue to bind both parties.

22. Other

1. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into later.
2. The administration of meijer.it is, subject to proof to the contrary, as proof of the requests made by the Counterparty. The Counterparty acknowledges that electronic communication can serve as evidence.
3. If and insofar as any provision of the General Terms and Conditions and the Agreement is declared null or void, the other provisions of these General Terms and Conditions and the Agreement will remain in full force. meijer.it will then adopt a new provision to replace the void / voided provision, whereby the purport of the void / voided provision will be observed as much as possible.
4. The place of performance of the Agreement is deemed to be the place where meijer.it is established.

23. Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom, are governed in all respects by Dutch law.
2. All disputes between meijer.it and the Counterparty, which may arise as a result of an Agreement and / or the General Terms and Conditions, or of agreements resulting from this, will in the first instance be settled by the competent court of the Dutch Court system. <https://www.government.nl/topics/administration-of-justice-and-dispute-settlement>

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Appendix:**Article 7:404 The client intends that the service is to be performed by a specific person**

If the client has entered into the service provision agreement with the intention that a specific person, employed at or cooperating with the service provider, will perform the work necessary to complete the service, then this person has to perform this work himself, except as far as the agreement implies that he may order other persons to actually carry out the work under his supervision and responsibility; in any event the service provider stays fully responsible (liable) himself towards the client.

Article 7:407 Two or more clients or two or more service providers

- 1. If two or more clients have jointly entered into a service provision agreement with one service provider, then each of them is jointly and severally liable towards the service provider for the obligations from the agreement.

- 2. If two or more service providers have jointly engaged themselves under a service provision agreement towards one client to perform a service, then each of them is jointly and severally liable for a failure in the performance of any obligation from this agreement, unless this failure is not attributable to him.

Article 7:409 Death of a particularly assigned service provider

- 1. If the client has assigned the service commitment with the intention that a particular person will perform the service, then the service provision agreement ends at the death of this person.

- 2. In that case the heirs of the deceased person, provided that they have knowledge of both, the death of this person and of the service commitment that was assigned to him, have the duty to do everything in view of the circumstances that is required in the best interest of the client. A corresponding duty is incumbent on those who are employed by the service provider or who cooperate with him in the course of a professional practice or business.

Article 6:265 Rescission of a mutual agreement for a breach of contract

- 1. Every failure of a party in the performance of one of his obligations, gives the opposite party the right to rescind the mutual agreement in full or in part, unless the failure, given its specific nature or minor importance, does not justify this rescission and its legal effects.

- 2. As far as performance is not permanently or temporarily impossible, the right to rescind the mutual agreement only arises when the debtor is in default.