Terms and Conditions Pinelab

These general terms and conditions apply to all offers and agreements between Pinelab in Leeuwarden, Chamber of Commerce 76205436 and its counterparties ("Client").

Provisions or conditions set by the Client that deviate from, or do not appear in, these general terms and conditions are only binding on Pinelab if and insofar as they have been expressly accepted in writing.

Artikel 1.   Quotation and acceptance

1.1.   Pinelab prepares a quote in which Pinelab indicates what work ("the Services") Pinelab offers to perform, what is included in the Services and what amount will be due for this. Only the description of the Services stated in the offer is binding.

1.2.   In general, the Services include designing and programming of websites, online services, software, layouts, styling ("Works") and anything associated with the graphic development thereof. Other work will only be carried out if this is stated in the quotation.

1.3.   An offer is entirely without obligation and valid for 30 days after sending, unless stated otherwise in the offer. Pinelab can never be obliged to accept an acceptance after this period, but if Pinelab proceeds to do so, the offer will still be accepted.

1.4.   The agreement is concluded at the moment Pinelab receives the notification containing the acceptance of the quotation by the Client. This notification can be made by e-mail.

1.5.   If the Client does not explicitly indicate that it agrees with the quotation, but nevertheless agrees with it, or gives the impression that Pinelab performs work that falls within the description of the Services, the quotation will be regarded as accepted. This also applies if the Client requests Pinelab to carry out certain activities without waiting for a formal offer.

1.6.   Changes to the Services are only possible with the consent of both parties, except as otherwise stipulated elsewhere in these terms and conditions. Pinelab will perform additional work requested at the usual hourly rate. It will be indicated in advance that there is additional work.

1.7.   If the proper performance of the Services requires this, Pinelab has the right to have certain activities performed by third parties. Pinelab is and remains responsible towards the Client.

Artikel 2.   Performance of the Services

2.1.   After the agreement has been concluded, the Services will be performed by Pinelab as soon as possible in accordance with the quotation, taking into account the reasonable wishes of the Client.

2.2.   The Client is obliged to do and refrain from doing anything that is reasonably desirable and necessary to enable the correct and timely performance of the Services. In particular, the Client will ensure that all data, which Pinelab indicates are necessary or which the Client should reasonably understand are necessary for the performance of the Services, are provided to Pinelab in a timely manner.

2.3.   Client will provide Pinelab with access to all places, services and accounts under its control (such as web hosting accounts) that Pinelab reasonably needs to provide the Services. In special cases it can be agreed that the Client itself places the necessary data or makes adjustments to these services or accounts.

2.4.   Pinelab guarantees that the Services will be performed carefully, properly and to the best of its ability. If the proper performance of the Services requires this, Pinelab has the right to have certain activities performed by third parties. Pinelab is and remains responsible towards the Client.

2.5.   Pinelab is entitled, but never obliged, to investigate the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and, if any deficiencies are found, to suspend the agreed work until the Client has removed the relevant deficiencies. .

2.6.   Pinelab has the right to (temporarily) not provide the Services or to provide them to a limited extent if the Client fails to fulfill an obligation towards Pinelab with regard to the agreement or acts contrary to these general terms and conditions.

2.7.   Pinelab will make every effort to respond to a request from the Client as quickly as possible, but cannot make any concrete promises about times, unless agreed otherwise in the quotation.

Artikel 3.   Hosting

3.1.   If the Service serves to host a Work, Pinelab will make every effort to adjust the relevant Services in the event of a change in services by third parties in order to realize undisturbed continuation as much as possible. The costs for this will be invoiced to the Client as additional work.

3.2.   If Pinelab is not a party to the provision of the Services referred to in the previous paragraph, Pinelab cannot guarantee that the counterparties to these supply contracts will at any time allow a Service to be provided as

desired by the Client. The same applies if relevant legislation or regulations make delivery of a Service more difficult or impossible.

Artikel 4.   Domain name

4.1.   If the Service extends to the registration of a domain name, Pinelab can endeavor to request this from the issuing authority, such as the Stichting Internet Domeinregistratie Nederland (SIDN).

4.2.   Upon registration, the Client must accept and strictly comply with the general terms and conditions of this body.

4.3.   The Service is provided only after confirmation from the issuing authority that domain registration has been successful. An invoice for registration costs is not proof of delivery.

Artikel 5.   Developing Works

5.1.   With regard to developing, configuring and/or adapting Works such as websites, applications, layout, data files, software, documentation, advice, reports, analyses, designs, texts, photographs, films, sound recordings, images, audiovisual material, logos or house styles (hereinafter: "Works"), the provisions of this article apply.

5.2.   Pinelab makes no guarantees with regard to functioning when using non-current or outdated operating systems, browsers, plug-ins, scripts, other software, and hardware, unless stated otherwise in the quotation.

5.3.   Pinelab is entitled, but never obliged, to investigate the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and, if any deficiencies are found, to suspend the agreed work until the Client has removed the relevant deficiencies. .

5.4.   If a Service requires the Client to provide source materials to Pinelab, the Client guarantees at all times that it has all licenses necessary for the provision to and the intended use by Pinelab. The Client indemnifies Pinelab against claims from third parties regarding the violation of these rights.

5.5.   Pinelab has the right, unless otherwise agreed, to use images, software and components of third parties, including stock images and open source software, in the development, configuration or modification of Works.

5.6.   After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the developed Works at the Client. Pinelab will adequately inform the Client about the applicable license conditions.

5.7. The Client indemnifies Pinelab against claims from third parties regarding the installation and licenses of the software, except insofar as the claims are the result of information or licenses supplied by Pinelab.

5.8. Pinelab will make the works available electronically in an appropriate manner.

5.9. Pinelab will make the source files (such as, but not limited to, PSD, HTML/CSS or Javascript code) of delivered Works available to the Client.

5.10. Pinelab will keep source files of the Works for as long as Pinelab performs Services for the Client, or it is likely that Pinelab will perform Services for the Client. Pinelab is entitled to delete the source files after this period. If the Client only gives follow-up orders with regard to these Works after this period, Pinelab is entitled to charge costs for the redeveloping, repairing or retrieval of these source files.

Artikel 6.   Delivery and acceptance

6.1. Pinelab will provide Works or portions thereof to be developed or modified if, in its professional opinion, they conform to specifications or are fit for use.

6.2. The Client must then evaluate and approve or reject the delivered goods within 5 working days after delivery. If the Client does not reject the delivery within this period, the delivery will be deemed to have been accepted.

6.3. If a Work is delivered in phases, the Client must, after completion of each phase, give the approval or rejection of the part of the Work of that phase in the manner as stipulated in the previous paragraph. The Client may not base an approval or rejection in a later phase on aspects that were approved in an earlier phase.

6.4. If the Client rejects the delivery in whole or in part, Pinelab will endeavor to remove the reason for rejection as quickly as possible. Pinelab can do this by revising the result or by stating why the reason does not apply. The Client then has a period of 5 days to approve or reject the revision or motivation.

6.5. If the Client continues to reject the delivery in whole or in part after the revision or motivation, Pinelab is entitled to charge additional costs for all subsequent revisions. Pinelab will indicate with a revision whether additional costs will be due for subsequent revisions.

6.6. If a party indicates that further revisions are not (any longer) useful, both parties are entitled to terminate the agreement with regard to the rejected. In that case, the Client will reimburse the hours actually worked by Pinelab, with a maximum of the amount quoted for the rejected offer. However, the Client is not entitled to use the rejected product in any way whatsoever. Pinelab can only cancel after having indicated in a revision or motivation that this is the last one and the Client also rejects this in whole or in part.

6.7. After acceptance of the delivery, any liability for defects in the delivery lapses, unless Pinelab knew or should have known the defect at the time of acceptance. In any case, any liability for defects in a Work expires one year after termination of the Agreement for any reason whatsoever.

Artikel 7. Intellectual Property Rights

7.1. Pinelab uses open source software for its activities, the rights of which lie with third parties. For works made by Pinelab itself, the rights are vested in Pinelab, unless it has been agreed in writing with the Client that the rights will be transferred. In addition, rights to Works that have been custom-made for the Client will, in principle, accrue to the Client after acceptance of the agreement.

7.2. If the license of certain open source software entails that the Client can only distribute (parts of) the software as open source, Pinelab will advise the Client in good time.

7.3. The Client is entitled to make changes to Works that it receives.

7.4. The intellectual property rights to Works are transferred from Pinelab to the Client, unless agreed otherwise. In addition, Pinelab retains an unrestricted and perpetual license to use the Work and components thereof in its business and to distribute it to others. This does not detract from Pinelab's obligation to treat confidential information of the Client confidentially.

Artikel 8. Installation and maintenance of Works

8.1. If this has been agreed as a Service, Pinelab will install and configure the Works or software or other data to be agreed upon in a hardware, software and network environment to be designated by the Client. The choice, purchase and management of this hardware, software and network environment is the sole and full responsibility of the Client. Pinelab will provide guidance on the desired configuration. If the designated environment does not meet Pinelab's requirements, we are entitled to refuse installation or configuration.

8.2. At the request of Pinelab, the Client will grant Pinelab employees and auxiliary persons all necessary access to the environment to enable installation, configuration, maintenance and adjustments of the software. Physical access to hardware will only take place if this is necessary, and only after prior consultation with the Client.

8.3. If licenses from third parties are necessary for the use of Works, the Client will purchase these licenses and ensure that the stipulations contained therein are strictly observed. The Client indemnifies Pinelab against claims from third parties regarding the installation and licenses of the software, except insofar as the claims are the result of information or licenses supplied by Pinelab.

8.4. If maintenance has been agreed as a Service, Pinelab will make further efforts to adjust the Works at the request of the Client to improve the functionality and to correct errors. However, Pinelab is always entitled to refuse such a request if, in its opinion, this is not feasible or may impede the proper functioning or availability of the software. Such maintenance is billed on an hourly basis unless agreed otherwise.

8.5. If the Client wishes to make a change to a Work independently, this will be done entirely at the Client's own risk and responsibility, unless the Client has reported the desired change to Pinelab in advance and we have approved it in writing. Pinelab may attach conditions to this approval. Pinelab may, in the event of changes that take place without its approval, refuse further maintenance on the changed or carry out a surcharge on the hourly rate.

Artikel 9.   Prices and payment

9.1. All prices are in euros, unless agreed otherwise with the Client.

9.2. Invoicing is based on the hours actually worked by Pinelab.

9.3. Pinelab will send an electronic invoice to the Client for the amounts owed by the Client.

9.4. The payment term for invoices is 14 days from the date of the invoice, unless a longer payment term is indicated on the invoice. If the Client does not pay on time, it will be in default by operation of law from 14 days after the date of the invoice, without notice of default being required. If an amount due is not paid within the payment term, the statutory interest is due on the outstanding invoice amount.

9.5. If the Client believes that (part of) an invoice is incorrect, it must report this to Pinelab within the payment term. The payment obligation of the disputed (but not the remainder) will be suspended until Pinelab has investigated the report. If, after investigation by Pinelab, it appears that the dispute was unjustified, the Client must still pay the disputed amount within seven days.

9.6. In the event of late payment, the Client is, in addition to the amount due and the interest accrued thereon, obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies.

9.7. The claim for payment is immediately due and payable in the event that the Client is declared bankrupt, applies for a suspension of payments or if the Client's assets are seized in full, the Client dies and also if it goes into liquidation or is dissolved.

9.8. Once per calendar year, Pinelab is entitled to adjust the rates applied on the basis of the then published consumer price index (CPI), whereby an increase may never exceed 10%. Pinelab will inform the Client of rate changes at least

2 (two) months in advance. In the event of a price increase, the Client has the right to terminate the agreement, with due observance of a notice period of 1 (one) month.

9.9. All prices invoiced by Pinelab are exclusive of taxes (VAT) and other government-imposed levies.

9.10. The Client is obliged to pay the amounts arising from the agreement to Pinelab. If the Client consists of several natural and/or legal persons, each of those persons is jointly and severally obliged to comply with the payment obligations.

9.11. If proof must be provided with regard to the services performed and the amounts owed by the Client, without prejudice to the right of the Client to provide evidence to the contrary, all relevant documents and data from Pinelab's systems and administration will provide full evidence.

Artikel 10.   Changes to the Services

10.1. All changes to the Services, either at the request of the Client or as a result of the fact that a different performance is necessary due to any circumstances whatsoever, will be regarded as additional work if this involves additional costs and, insofar as this results in fewer costs, as less work. These will be invoiced accordingly to the Client.

10.2. If Pinelab has to perform more work than Pinelab should have foreseen at the time of the quotation, or has to work under more difficult circumstances than it was or should have been aware of when entering into the agreement, Pinelab is entitled to charge the resulting additional costs to the Client. to bring.

10.3. A condition for the right from the previous paragraph is that Pinelab has timely informed the Client about the circumstances and extra costs referred to there. If the Client does not agree with the additional costs involved, it has the right to cancel the part of the additional work that has not yet been performed, however without the right to a refund or remission of the costs of additional work already performed.

Artikel 11.   confidentiality

11.1. Parties will treat information that they provide to each other before, during or after the execution of the agreement confidentially if this information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the agreement.

11.2.   Pinelab may use the knowledge it has gained during the performance of the agreement for other assignments, insofar as no information from the Client becomes available to third parties in violation of confidentiality obligations.

11.3.   The obligations under this article also continue to exist after termination of the agreement for whatever reason, and for as long as the party providing the information can reasonably claim the confidential nature of the information.

Artikel 12.   Liability

12.1.   Pinelab is only liable to the Client in the event of an attributable shortcoming in the performance of the agreement and only for replacement compensation, ie compensation for the value of the non-performance.

12.2.   Any liability of Pinelab for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage, damage due to lost turnover or profit, damage due to loss of data as well as damage due to exceeding of deadlines due to changed circumstances.

12.3.   In the event of liability under the previous articles, Pinelab is only obliged to reimburse the amount quoted.

12.4.   Pinelab's liability due to an attributable shortcoming in the fulfillment of the agreement only arises if the Client gives Pinelab immediate and proper written notice of default, whereby a reasonable period is set to remove the shortcoming, and Pinelab is also attributable in the fulfillment of the obligations after that period. continues to fall short of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Pinelab is able to respond adequately. Due to the lapse of twenty-four months after the claim for compensation arose, the claim of the Client against Pinelab lapses.

12.5.   In the event of force majeure, which in any case includes disruptions or failures of the internet, the telecommunications infrastructure, power failures, internal disturbances, mobilisation, war, transport disruptions, strikes, lockouts, business disruptions, stagnation in supply, fire, flood , import and export restrictions and in the event that Pinelab is not enabled to deliver by its own suppliers, for whatever reason, so that compliance with the agreement cannot reasonably be expected from Pinelab, the performance of the agreement will be suspended, or terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.

Artikel 13.   Duration and cancellation

13.1.   This agreement is entered into for the period necessary for the provision of the Services. The agreement can only be terminated prematurely as

stipulated in these general terms and conditions, or with the consent of both parties.

13.2.   The Client may prematurely terminate a service for the development or modification of Works against payment of a lump sum payment equal to the hours worked at the hourly rate applicable within Pinelab.

13.3.   If certain Services are provided for an indefinite period according to their scope (such as maintenance), the agreement for these Services is deemed to have been entered into for periods of one year at a time. Both parties can always terminate the agreement in writing at the end of this period with a notice period of two months.

13.4.   In the event of cancellation, termination or dissolution for whatever reason, Pinelab is entitled to delete all stored data or make it inaccessible immediately after the date on which the agreement ends and to cancel all accounts of the Client. Pinelab is not obliged in that case to provide the Client with a copy of this data.

Artikel 14.   Agreement Changes

14.1.   After acceptance, the agreement may only be changed with mutual consent.

14.2.   However, if the agreement is a continuing performance agreement, Pinelab is entitled to unilaterally adjust or expand these general terms and conditions once per calendar year. To this end, it must notify the Client at least two months before the adjustments or expansions take effect. However, changes to the general terms and conditions can never set aside a specific agreement.

14.3.   If the Client objects within this period, Pinelab will consider whether or not it wishes to withdraw the objectionable adjustments or extensions. Pinelab will notify the Client of this decision. If Pinelab does not wish to withdraw objectionable adjustments or extensions, the Client has the right to terminate the agreement as of the date on which these take effect.

14.4.   Pinelab may make changes to these terms and conditions at any time if these are necessary due to changed legal regulations. The Client cannot object to such changes.

14.5.   All changes in the performance of a Service, either at the request of the Client or as a result of the fact that a different performance is necessary due to whatever circumstances, will be regarded as additional work if this entails extra costs and as less work if this results in lower costs. to exist.

14.6.   The Client understands that the agreed or expected time of completion of all agreements made in the Agreement may be affected by amendments to the agreement and/or the occurrence of additional work.

Artikel 15.   Final Provisions

15.1.   Dutch law applies to this agreement. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which Pinelab is located.

15.2.   If any provision of this agreement proves to be null and void, this will not affect the validity of the entire agreement. In that case, the parties will adopt (a) new provision(s) to replace it, which will reflect the intention of the original agreement as much as possible by law and give shape to these general terms and conditions.

15.3.   In these conditions, "in writing" also includes e-mail and communication by fax, provided that the identity of the sender and the integrity of the content are sufficiently established. Parties will endeavor to confirm receipt and content of communication by e-mail.

15.4.   The version of any communication received or stored by Pinelab is considered authentic, unless the Client provides evidence to the contrary.

15.5.   Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written consent of the other party. Contrary to this, Pinelab is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.