



# TERMS AND CONDITIONS

## **TERMS AND CONDITIONS MARIEKE LAANEN**

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[mariekelaanen.nl/terms-and-conditions](https://mariekelaanen.nl/terms-and-conditions)

# Terms and Conditions

The fine print

## Article 1: Definitions

In these terms and conditions, the following terms shall have the meanings assigned to them:

1. Client: the natural or legal person who has commissioned the supplier to manufacture goods or perform work;
2. Supplier: the natural or legal person who has accepted the commission referred to in paragraph 1 of this article or has submitted a quotation or offer preceding a possible commission;
3. Information carriers: magnetic tapes and disks, optical disks, and all other means intended for recording, editing, transmitting, or reproducing texts, images, or other data using equipment, in the broadest sense of the word.

## Article 2: General

1. These general terms and conditions apply to all requests, proposals, quotations, commissions, order confirmations, (legal) acts, transactions, and concluded or to be concluded agreements - relating to the provision of services - between the client and the supplier.
2. These general terms and conditions also apply to follow-up orders and new orders from the client.
3. Deviations from these general terms and conditions are only valid if agreed upon in writing.
4. Unless expressly stated otherwise, in these general terms and conditions, 'in writing' also means by email.
5. The supplier has the right to amend these general terms and conditions. In that case, the client will be informed in a timely manner of the changes. The amended general terms and conditions will apply after the changes come into effect.
6. If a provision of these general terms and conditions is or becomes unenforceable, the other provisions remain in full force. The parties undertake to replace the unenforceable provision with a provision that is enforceable and deviates as little as possible in content and purpose from the unenforceable provision.

## Article 3: Quotations

1. The mere submission of a price quotation, estimate, pre-calculation, or similar communication, with or without a quotation, does not oblige the supplier to conclude an agreement with the client.

## Article 4: Cancellation

1. The client has the right to cancel an agreement before the supplier has commenced the execution of the agreement. If the supplier has undertaken preparatory work and incurred

costs for the preparation of the agreement, these costs must be reimbursed by the client. These costs may include (but are not limited to): purchased materials, invoked services, and/or reserved production capacity.

2. Cancellation, termination, or withdrawal from the agreement during the production of the project is possible, but incurred costs (including, but not limited to, worked hours, material costs, hosting costs, domain management) must be reimbursed by the client. Additionally, no claim can be made for the already paid 50% advance payment.
3. The request for cancellation or modification must be made in writing and stating the reasons.
4. If the request for modification or cancellation is not made in a timely manner, the full costs of the order will be charged to the client.

#### **Article 5: Price**

1. All prices provided are exclusive of value-added tax (VAT) and other government-imposed levies unless otherwise indicated.
2. The price quoted by the supplier for the performance applies exclusively to the performance in accordance with the agreed specifications.
3. With composite offers, there is no obligation to deliver a part of the total performance at the amount specified for this part in the offer or at a proportionate part of the price specified for the whole.
4. The price may differ from previous agreements between the parties, even if the agreements have the same or nearly identical content. Previous agreements do not entitle the client to the same price as before.

#### **Article 6: Price Changes**

1. The supplier is entitled to increase the agreed price when one or more of the following circumstances occur after the conclusion of the agreement: increase in the costs of materials, significant changes in currency exchange rates, other external costs, introduction of new and increase of existing government levies, or similar circumstances.
2. If the assignment proves difficult due to extra complicated, unclear, or inconsistent texts, unclear copies, sketches, drawings, models, poor information, inconvenient files, unreliable software, or if the way the client delivers materials or products involves more work or costs than reasonably expected when concluding the agreement, the price may increase. Also, unexpected difficulties in processing materials and products due to their nature can lead to a price increase.
3. If the client wants to change what was originally agreed upon, the price may go up or down. This applies to small corrections or new instructions after we have already received texts, photos, drawings, and models. The supplier will do its best to cooperate with these changes, as long as the delivery does not deviate significantly from what was originally agreed upon. The parties will try to keep it within reasonable limits.
4. The supplier is allowed to annually increase the prices for the service by a percentage that is at least equal to the consumer price index, as published by the Central Bureau of Statistics, and rounding up to whole euros. If the supplier has not implemented an annual increase, the

supplier is still entitled to include it in a later increase. In all cases, the supplier will inform the client of price changes.

**Article 7: Payment Term and Invoicing**

1. The supplier has the right to request advance payment for the services to be provided.
2. The client must submit complaints about the invoice, under penalty of forfeiture of all rights, within 14 days in writing to the supplier.
3. When agreeing to a contract and general terms and conditions, the supplier will invoice 50% of the total amount as an advance payment before the start of the project. The payment term for these costs is 14 days from the invoice date. If payment is not received after 10 days, a reminder will be sent, reminding the client of the upcoming payment term. If payment is still not received after 14 days, the supplier may withdraw from the entire project and/or send a reminder with an extension of another 14 days, incurring reminder costs with a minimum of €40 (standard fee), utilizing the Extrajudicial Collection Costs (BIK) Scale (image 1). The project will not commence unless the advance payment is made.
4. After the delivery date, unless otherwise agreed, the price and other amounts of the agreement must be paid within 30 days of the invoice date. The client cannot receive discounts, offset amounts, or delay payment. If the client is not a business registered with the Chamber of Commerce, immediate payment is assumed. The project will not be released unless the full amount is paid.
5. If it is found that after the delivery date, 25 days after the last invoice date, payment has not been made, the supplier will contact the client to remind them of the upcoming payment term. If payment is not received after 30 days, a reminder will be sent by email and by registered mail with an additional payment term of 14 days, incurring reminder costs with a minimum of €40 (standard fee), using the Extrajudicial Collection Costs Scale (image 1).
6. If payment is not made after the 14-day payment term of the sent reminder in clause 3, the statutory interest of 12.5% on the principal amount will apply for each day overdue. If payment is not made after one year, 12.5% of the entire amount will be added to the principal. This amount will incur 12.5% interest for each day overdue.
7. If the supplier has reasonable doubt about the client's payment capacity, the supplier is authorized to postpone the work until the client has provided security for payment. The client is liable for the damages suffered and to be suffered by the supplier due to these delayed services.

EXTRAJUDICIAL COLLECTION COSTS (STANDARDS) ACT

PRINCIPAL SUM UP TO AND INCLUDING	APPLICABLE PERCENTAGE	MAXIMUM
€2.500	15% on the principle	€375 (minimum of €40)
€5.000	€375 + 10% on (principle - €2.500)	€625
€10.000	€ 625 + 5% on (principal - € 5.000)	€875
€200.000	€ 625 + 5% on (principal - € 5.000)	€2.775
> €200.000	€ 2.775 + 0,5% on (principal - €200.000)	€6.775

#### **Article 8: Method of Delivery; Retention of Ownership**

1. Every delivery from the supplier to the client remains the property of the supplier until the full amount due (including interest and other costs) according to the agreement is paid by the client.

#### **Article 9: Delivery Period**

1. A delivery period specified by the supplier, unless expressly indicated in writing as an ultimate deadline, is only an indicative estimate. The supplier is only in default, even with an agreed ultimate deadline, after the client has formally put the supplier in default.
2. If the client wants changes to what was previously agreed or does not adhere to the conditions of the agreement, the supplier is no longer obligated to adhere to the exact delivery date previously agreed upon. Unless those changes or minor delays do not significantly impact the production schedule.
3. If the client wants to make changes to previously agreed specifications or deviates from the agreement, the supplier is no longer bound to the exact delivery date previously set. Unless those changes or minor delays do not significantly impact the production schedule.
4. During the execution of the agreement, the client must do everything reasonably necessary or desirable to enable the supplier to deliver on time. This means, in particular, promptly responding to supplier inquiries.
5. If the client does not comply with what is stated in the previous section of this article and in the conditions in Article 7, the agreed delivery date is no longer mandatory, and the client is at fault without the supplier having warned them in writing. The supplier can then, apart from his legal rights, decide to temporarily suspend the execution of the agreement until the client corrects his mistake. After that, the supplier will still complete the agreement within a reasonable period. A new deadline will be agreed upon between the parties.

#### **Article 10: Inspection Upon Delivery and Complaints**

1. After delivery and payment, the client is expected to examine and test the product for errors, bugs, malfunctions, and other issues within 21 days and communicate them to the supplier for free correction. This includes cases where the supplier discovers errors or malfunctions within this period, which will also be corrected free of charge.
2. The supplier is not liable for discrepancies, errors, or defects that have gone unnoticed in the services approved by the client after the expiration of the 21-day period. The delivery is deemed successful after this period. However, the warranty as stated in Article 11, paragraph 2, is applicable.
3. If problems, bugs, errors, or malfunctions occur due to the client's fault within the 21-day period mentioned in paragraph 1, they are not covered by the conditions of paragraph 1. The problems will be resolved by the supplier for a fee.
4. The supplier does not guarantee that the service developed/delivered by him works well in conjunction with all types or new versions of web browsers and any other programs and/or services. The supplier also does not guarantee that the programs and/or services work well in conjunction with all types of equipment.

5. Complaints do not suspend the client's payment obligation.

#### **Article 11: Warranty**

1. There is no warranty that the service meets expectations; the service is provided "AS-IS" and, to the extent permitted by law, excludes all implied and explicit claims of conformity or accuracy.
2. The supplier guarantees that errors discovered by the supplier within 30 days from the date of service delivery will be corrected free of charge.
3. The warranty given in the previous paragraph does not apply if the cause of the problem can be traced back to open-source components present in the service.

#### **Article 12: Content and Amendment of Agreement**

1. The client bears the risk of misunderstandings regarding the content and execution of the agreement if they arise from specifications or other communications not received, not correctly, not timely, or incompletely by the supplier.
2. If the parties agree to modify the agreement, the completion time of the execution may be affected.

#### **Article 13: Duration agreements; periodic expenses**

1. If no specific written agreement has been made, an agreement for creating a periodic expense is considered indefinite. You can only terminate the agreement by giving notice, with a notice period. This period is one year if the publication occurs four times a year or more, and six months if less frequent.
2. A periodic expense, as referred to in paragraph 1 of this article, is understood to be an expense that regularly occurs, such as a (hosting) subscription or SLA agreement <sup>1</sup>
3. An agreement for hosting is entered into for an indefinite period, with a minimum of one year. Unless otherwise agreed in writing, the agreement cannot be terminated prematurely and is silently renewed after expiry for a period agreed upon in the contract and invoiced in advance, unless one of the parties terminates the agreement at least two months before the agreed period expires.
4. The duration of an agreement for domain name registration depends on the requested extension. If not specifically agreed upon, the conditions and terms as mentioned in paragraph 3 of this article apply.
5. An agreement as referred to in this article can only be terminated in writing.
6. A domain registration or hosting package can be transferred to the client under the conditions and terms mentioned in this article. The incurred costs associated with this will be paid by the client.

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<sup>1</sup> SLA-Agreement: A Service Level Agreement (SLA) is a formal agreement between a service provider and a customer. This agreement outlines the levels of service quality, performance, and responsibilities of the service provider. SLAs are commonly used in the context of Information Technology (IT), but they can also be applicable to other forms of services.

7. The supplier, as the holder of the domain registration and/or hosting packages, may make changes to them and transfer them to another provider. This will always be communicated with the client and discussed with a valid reason. The costs incurred in this process will be borne by the client. Reasons may include, but are not limited to: decreasing quality of the provider and its services, issues with the registrar/provider, bankruptcy of the provider, increasing costs at the provider, or general dissatisfaction of the supplier with the provider.

#### **Article 14: Copyrights, etc.**

1. The client guarantees that, by fulfilling the agreement, especially by copying or disclosing received items such as texts, layouts, models, drawings, photos, films, data carriers, computer programs, data files, etc., no infringement will be made on rights that third parties can claim under the Copyright Act of 1912 or other national, supranational, or international legislation regarding copyrights, industrial property rights, or rights related to tort. The client undertakes to indemnify the supplier both inside and outside the courtroom against all claims that third parties may file based on these laws or regulations.
2. If reasonable doubt arises or persists regarding the accuracy of the rights claimed by third parties as referred to in paragraph 1 of this article, the supplier is authorized but not obliged to suspend the performance of the agreement until the moment when it is irrevocably established in court that the supplier does not infringe on these rights by fulfilling the agreement. After that, the supplier will execute the order within a reasonable period.
3. Unless expressly agreed otherwise in writing, the supplier remains the rights holder of the copyright that may arise from the works produced by him in the performance of the agreement, such as copy, text, data carriers, computer software, data files, photographic recordings, films, and similar production and auxiliary means, even if the corresponding activities are mentioned as a separate item in the offer or on the invoice.
4. The items to be delivered or delivered by the supplier according to his design, such as copy, text, data carriers, computer software, data files, photographic recordings, films, and similar production and auxiliary means, or a part thereof that is essential to their design, may not be reproduced in the context of any production process without the supplier's written permission, even if there is no copyright or other legal protection for the supplier in this regard.
5. After delivery by the supplier, the client obtains the non-exclusive right to use the works produced by the supplier in the context of the agreement, within the meaning of the Copyright Act of 1912 or works within the meaning of paragraph 4 of this article. The aforementioned right of use is limited to the right of normal use of the delivered items and does not include the right to reproduce these items in the context of any production process, in particular.
6. The supplier retains, even after full payment of the total amount, all rights to use the manufactured items for promotional purposes and to include them in the portfolio, among other things.

#### **Article 15: Ownership of Production Tools, etc.**

1. All items produced by the supplier, such as production tools, semi-finished products, and auxiliary tools, including text, design drawings, models, working and detail drawings, data carriers, computer software, data files, photographic recordings, films, micro- and macro-assemblies, peripherals, remain the property of the supplier until the last payment has been made of the total amount, after which ownership is transferred to the client. When a partial payment has been made, the client has no rights to a proportional part of the manufactured items.
2. The supplier is not obliged to keep a copy of the items referred to in the first paragraph of this article for the client. If the supplier and the client agree that these items will be kept by the supplier, this applies for a maximum duration of one year, without the supplier guaranteeing their suitability for repeated use.

#### **Article 16: Client's Property, Pledge**

1. The supplier will handle and store the items entrusted to him by the client in the context of the agreement with care, as a careful custodian would.
2. For the purpose of combating potential disasters, the supplier will regularly make backup copies of data stored through the service.
3. Notwithstanding the provisions of the previous paragraph of this article, the client bears all risks related to the items referred to in paragraph 1 during storage.
4. The client is obliged to ensure that, prior to providing the supplier with copy, a drawing, design, a photographic recording, or a data carrier, a duplicate of these items is made. The client must keep these duplicates in case the items provided to the supplier are lost or become unusable due to damage during storage. In that case, upon request, the client must provide the supplier with a new copy at the cost of material expenses.
5. The client grants the supplier the right of pledge on all items transferred to the supplier in the context of the agreement. This serves as additional security for everything the client owes to the supplier in any capacity, including unclaimed and conditional debts.

#### **Article 17: Force Majeure**

1. Defects in the performance of the agreement by the supplier cannot be attributed to him if they are not due to his fault and do not fall within his responsibility according to the law, the agreement, or generally accepted standards.
2. In addition to the provisions of Article 6:75 of the Dutch Civil Code, it is stated that a failure by the supplier to fulfill any obligation towards the client cannot be attributed to the supplier in the event of circumstances beyond the supplier's control, preventing the fulfillment of his obligations towards the client in whole or in part or making it unreasonable to expect the supplier to fulfill his obligations. These circumstances include, but are not limited to, wars, war activities, riots, revolutions, fires, terrorist attacks, pandemics or epidemics, government intervention, government sanctions, weather conditions, natural disasters, floods, power outages, internet failures, electronic and telecommunication failures, message traffic, computer viruses, data communication failures, technical malfunctions, hacked applications



or (computer) systems, cyberattacks, strikes, work stoppages, and in case any of the aforementioned situations occur with a (sub)supplier or third parties involved.

3. If a situation as referred to in the first paragraph of this article arises, as a result of which the supplier cannot fulfill his obligations towards the client, these obligations will be suspended as long as the supplier cannot fulfill his obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, the supplier has the right to terminate the agreement in writing, in whole or in part. If the situation lasts longer than 90 calendar days, the client has the right to terminate the agreement, in whole or in part. In this case, the supplier is not obliged to pay any damages, even if the supplier benefits from the force majeure situation.

#### **Article 18: Liability**

1. The supplier's liability under the agreement with the client is limited to an amount that is reasonable in proportion to the total agreed price, taking into account standards of reasonableness and fairness.
2. The supplier is not responsible for any damages of any kind that arise after the client has taken the delivered items into use, processed or treated them, supplied them to third parties, allowed them to be used, processed or treated, or allowed them to be delivered.
3. Additionally, the supplier is not liable for damages in the form of loss of turnover or diminished goodwill in the client's business or profession.
4. If the supplier is held liable by a third party for damages for which he is not liable under the agreement with the client, the client will fully indemnify the supplier and compensate him for everything he must pay to this third party.
5. In no event will the liability exceed a maximum of €5,000 (five thousand euros) per event or series of related events.
6. Any liability for indirect damages is expressly excluded, including consequential damages, delay damages, loss of profit, missed savings, penalties from third parties, reputational damage, loss of data, damages caused by hacked applications or (computer) systems, and damages due to business interruption and exodus.
7. The supplier is not liable for deficiencies of a third party engaged by her or for any damage caused by the third party engaged by her, except in the event that the supplier did not make a careful consideration when engaging the third party.
8. The client indemnifies the supplier against all claims and other claims from third parties and the resulting damage as a result of a breach by the client of this agreement or any other act or omission of the client, without prejudice to the provisions in the previous paragraphs.
9. The client cannot invoke a defect in the performance after 14 calendar days from the date on which the client discovered or reasonably should have discovered the defect unless the client has complained about it to the supplier in writing.
10. Not excluded is the supplier's liability for damages resulting from intent or conscious recklessness of the supplier.

#### **Article 19: Confidentiality**

1. The client will keep confidential the information (in any form) received from the supplier and all other information regarding the supplier, which the client knows or reasonably suspects to be confidential or information she can expect that the dissemination thereof will harm the supplier, and take the necessary measures to ensure that her personnel will keep said information confidential.
2. The confidentiality obligation mentioned in paragraph 1 does not apply to information that was already public at the time the client received this information or subsequently became public without a breach by the client of a confidentiality obligation; that the client discloses due to a legal obligation; which the client can prove that the information has been developed without using the confidential information itself.
3. The confidentiality obligation described in this article remains in force for a period of five years after the end of the legal relationship.

#### **Article 20: Privacy**

1. For privacy terms, refer to the privacy statement on the supplier's website. For questions or access to data, the client can contact the supplier at [mjalaanen@gmail.com](mailto:mjalaanen@gmail.com).

#### **Article 21: Applicable Law and Dispute Resolution**

1. The agreement between the supplier and the client is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.
2. Disputes will be submitted to the court of the supplier's place of establishment. The supplier also has the right to submit the matter to the court of the client's place of establishment.
3. Article 21, paragraphs 1 and 2, does not affect the obligation of the parties to make maximum efforts to resolve disputes concerning the agreement through mutual consultation as much as possible.

## **Questions?**

Do you have any questions about these terms and conditions? Please get in contact via [mjalaanen@gmail.com](mailto:mjalaanen@gmail.com) or the contact form.