

# General terms and conditions Reevas 2021

These general terms and conditions apply to all offers and agreements arising therefrom between Reevas in Zoetermeer (The Netherlands), Kamer van Koophandel (Chamber of Commerce) 59759224 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 for Reevas if and insofar as they have been explicitly accepted in writing.

## 1. Quotation and acceptance

1.1. Reevas draws up a quotation in which Reevas indicates which activities ("the Services") Reevas offers to perform, what is included in the Services and what amount will be owed for this. Only the description of the Services stated in the quotation is binding.

1.2. In general, the Services include installation of cabling, installation and configuration of wired and wireless internet and network connections, installation and configuration of hardware, installation and configuration of software, and everything related thereto. Other activities are only performed if this is stated in the quotation.

1.3. A quotation is without obligation and valid 14 days after sending, unless stated otherwise in the quotation. Reevas can never be obliged to accept an acceptance after this period, but if Reevas does so, the quotation will still be accepted.

1.4. The agreement is concluded the moment the notification of acceptance of the quotation by the Client is received by Reevas. This communication can be made by e-mail.

1.5. If the Client does not explicitly agree to the quotation, but nevertheless agrees to it, or if this gives the impression that Reevas is performing work that falls within the description of the Services, the quotation will be considered as accepted. This also applies if the Client requests Reevas to perform certain activities without waiting for a formal quotation.

1.6. Changing the Services is only possible with the consent of both parties, unless otherwise provided in these terms and conditions.

Reevas will perform additional work requested at the usual hourly rate. It will be indicated in advance that there is additional work.

## 2. Delivery of the Services

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

2.2. The Client is obliged to do everything 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, of which Reevas indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Services, are provided to Reevas in a timely manner.

2.3. The Client will give Reevas access to all places, services and accounts under its management that Reevas reasonably needs to provide the Services.

2.4. Reevas guarantees that the Services will be performed carefully, thoroughly and as well as possible. If required for the proper execution of the Services, Reevas has the right to have certain activities performed by third parties. Reevas is and will remain responsible for the Client.

2.5. Reeves 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 imperfections are found, to suspend the agreed work until the moment that the Client has remedied the relevant imperfections. .

2.6. Unless otherwise agreed, Reeves is not a party to the provision of services from third parties, such as software licenses or hosting that are required for Services, even if Reeves purchases these services on behalf of the Client.

2.7. Reeves has the right to (temporarily) not provide the Services or to provide them to a limited extent if the Client does not fulfill an obligation towards Reeves in respect of the agreement or if it contravenes these general terms and conditions.

2.8. Reeves will make every effort to respond to a request from the Client as quickly as possible, but cannot make concrete commitments about times, unless otherwise agreed in the quotation.

### 3. Provisions on maintenance

3.1. Maintenance is understood to mean the functioning of existing hardware and / or software in accordance with the quotation or further agreement, and more generally the repair of errors.

3.2. Reeves will endeavor to perform maintenance as well as possible, but is often dependent on its supplier (s) and third parties for updates, error recovery software ('patches') or spare parts. Reeves is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct functioning of the software or is not in the interest of the Client.

3.3. As part of the maintenance, Reeves will endeavor to repair errors in the Works and associated software. Reeves is, however, dependent on supplier (s) and third parties. In the event of new functionality or changes that could materially change the functioning of the software, Reeves will consult with the Client in advance.

3.4. Reeves will make every effort to add changes to the software requested by the Client. Reeves is always entitled to refuse a request if, in its opinion, it is not feasible or if it can impede the proper functioning or availability of the software.

3.5. If, in the opinion of Reeves, a requested change may adversely affect the functioning or security of the software, Reeves will report this to the Client in writing. If the Client nevertheless insists on the change and Reeves implements it, this will be done at the Client's own risk and without any liability for Reeves.

3.6. If the Client wishes to independently implement a change to the results delivered by Reeves, this will be done entirely at the Client's own risk and responsibility, unless the Client has notified Reeves of the desired change in advance and Reeves has approved it in writing. Reeves may attach conditions to this approval.

### 4. Provisions about remote support

4.1. Remote support is provided by phone, email, and other commonly agreed channels.

4.2. At the request of the Client, Reeves will propose software with which computers and network equipment to be supported can be accessed remotely. It is the responsibility of the Client to ensure that its network and security environment allows this software to work.

4.3. If it turns out that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, Reeves will consult with the Client to find a solution on location.

### 5. Sales of equipment

5.1. No guarantees are given on equipment delivered in the context of the Services, except insofar as made by the manufacturer or importer. The client must immediately invoke these guarantees from this party. Reeves will mediate in these claims on request, but is not liable if the manufacturer or importer refuses to repair or replace them or charges costs for this.

## 6. Installation and configuration

6.1. In accordance with the quotation or further specification, Reeves will proceed to installation of cabling, equipment and software, and configuration of equipment and software for the benefit of the Client, in order to realize a working environment.

6.2. The choice, purchase and management of the environment within which the installation and configuration will take place is the sole and full responsibility of the Client, except for equipment supplied under the 'Sale of equipment' article. Reeves will provide instructions on the desired configuration. If the designated environment does not meet the requirements of Reeves, Reeves is entitled to refuse installation or configuration.

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

6.4. If software from third parties is installed, the Client must have sufficient licenses for this and ensure that the provisions contained therein are strictly complied with. The client indemnifies Reeves against claims from third parties regarding installation and licenses of the software, except insofar as the claims are the result of information or licenses supplied by Reeves.

## 7. Development of works

7.1. If a Service extends to the development, configuration and / or adaptation of Works such as websites, data files, software, documentation, advice, reports, analyzes, designs, texts, photos, films, sound recordings, images, audiovisual material, logos or house styles, ( hereinafter: "Works"), Reeves has the right, unless otherwise agreed, to use images, software and components of third parties in the development, configuration or modification of Works. Reeves will adequately inform the Client about all applicable license conditions.

7.2. After completion, the responsibility lies for correct compliance with the relevant third-party licenses when using the developed Works at the Client.

## 8. Intellectual Property Rights

8.1. All intellectual property rights to all Services or Works developed or provided under the agreement rest exclusively with Reeves or its licensors. Only if explicitly stated in the quotation or explicitly agreed separately can rights be transferred to the Client.

8.2. The Client only obtains the rights of use and powers that arise from the scope of the agreement or that are granted in writing and for the rest, the Client will not reproduce or disclose the Works or other results of Services materials.

8.3. The Client is entitled to make changes to the Works that it receives in the right of use, but only that has been explicitly agreed.

8.4. The Client is not entitled to a copy of source files (such as image, website, software source code or other designs) of the Works supplied unless this has been explicitly and unambiguously agreed in writing.

8.5. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the materials from Works it receives in license, including indications regarding the confidential nature and secrecy of the materials.

## 9. Prices and payment

9.1. The Client owes the fixed amount (s) stated in the quotation for the Services. Client will pay the entire amount after completion of the work. Other amounts will only be charged if stated elsewhere in these general terms and conditions.

9.2. Reevesas will electronically send an invoice to the Client for the amounts owed by the Client to Reevesas.

9.3. The payment term for invoices is one month after the date of the invoice, unless a longer payment term is indicated on the invoice. If the Client does not pay on time, he will be in default by operation of law after the expiry of this period without any notice of default being required. If an amount due is not paid within the payment term, statutory interest is due on the outstanding invoice amount.

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

9.5. 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 of both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies. In particular, Reevesas is in this case entitled to charge administration costs of € 50 (fifty Euro).

9.6. The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium on payments or if the Client's assets are seized in full, the Client dies, goes into liquidation or is dissolved.

## 10. Confidentiality

10.1. The parties will treat information that they provide to each other before, during or after the performance of the agreement confidentially when this information is marked as confidential or when 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.

10.2. Reevesas will make every effort to prevent it from taking cognizance of data that the Client stores and / or distributes via the hardware or software to which the Services relate, unless this is necessary for the proper performance of the agreement or Reevesas is obliged to do so under a legal provision or court order. In that case, Reevesas will make every effort to limit access to the data as much as possible, insofar as this is within its power.

10.3. Reevesas may use the knowledge we have gained in 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.

10.4. The obligations under this article continue to exist even 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.



## 11. Liability

11.1. Reeves is only liable towards the Client in the event of an attributable shortcoming in the performance of the agreement and only for alternative compensation, that is to say compensation for the value of the non-performance.

11.2. Any liability of Reeves 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 as a result of changed circumstances.

11.3. In the event of liability under the first paragraph, the maximum amount that Reeves is obliged to compensate will be equal to the amount owed for the relevant Service. This maximum amount will lapse if and insofar as the damage is the result of intent or gross negligence on the part of Reeves.

11.4. The liability of Reeves due to attributable shortcoming in the fulfillment of the agreement only arises if the Client immediately and properly declares Reeves in default in writing, whereby a reasonable period is set to remedy the shortcoming, and Reeves is also attributable to the continues to fall short of its obligations. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Reeves is able to respond adequately.

11.5. In the event of force majeure, which in any case includes malfunctions or failure of the internet, the telecommunications infrastructure, power failures, civil disturbances, mobilization, war, transport disruptions, strike, lockout, business interruptions, supply stagnation, fire, storm, precipitation, flooding, import and export obstacles and in the event that Reeves is not able to deliver by its own suppliers, for whatever reason, so that compliance with the agreement cannot reasonably be required of Reeves, the performance of the the agreement will be suspended, or the agreement will be terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.

## 12. Duration and cancellation

12.1. The agreement is entered into for the term necessary for the provision of the Services. The agreement can only be terminated prematurely as determined in these general terms and conditions, or with the consent of both parties. The client can terminate the agreement prematurely against payment of a lump sum payment equal to the hours worked at the hourly rate applicable within Reeves.

12.2. After cancellation, termination or dissolution for any reason whatsoever, Reeves is entitled to delete all data stored by itself for the benefit of the Client immediately after the date on which the agreement ends. In that case, Reeves is not obliged to provide the Client with a copy of this information.

12.3. The agreement ends automatically if a party is declared bankrupt, applies for a moratorium on payments or if assets are seized in full, dies, goes into liquidation or is dissolved.

## 13. Changes to the agreement

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

13.2. However, if the agreement is a continuing performance agreement, Reeves is entitled once per calendar year to unilaterally amend or expand these general terms and conditions. It must notify the Client of this at least two months before the modifications or extensions take effect. However, changes in the general terms and conditions can never set aside a specific agreement.

13.3. If the Client objects within this period, Reeves will consider whether or not it wishes to withdraw the objectionable adjustments or extensions. Reeves will notify the Client of this decision. If Reeves does not wish to withdraw objectionable modifications or extensions, the Client has the right to cancel the agreement on the date that these will take effect.

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

13.5. The above arrangement also applies to prices. Reevas may at all times pass on price changes imposed on it by suppliers to the Client. Proof of the price change will be provided on request.

## 14. Final provisions

14.1. Dutch law applies to this agreement. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which Reevas is located.

14.2. If any provision in this agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision (s) as a replacement, by which the intention of the original agreement and these general terms and conditions is given shape as much as legally possible.

14.3. In these terms and 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 the receipt and content of communication by e-mail.

14.4. The version of any communication received or stored by Reevas is considered authentic, subject to proof to the contrary to be provided by the Client.

14.5. 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. In deviation from this, Reevas is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.