

Terms and conditions Goldapple Agency

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Article 1 Definitions

In these terms and conditions, offers and agreements of **Goldapple Agency** the following terms have the following meanings:

1. **Goldapple Agency**, Rubensstraat, 1077NC Amsterdam Oud-Zuid.
2. Client, the natural or legal person with whom **Goldapple Agency** enters or has entered into an agreement.
3. Agreement: a written contract between **Goldapple Agency** and the client that includes the service (s) that **Goldapple Agency** provides to the client.
4. Services: the services of which delivery has been agreed with the client in the agreement. This includes: services and advice regarding marketing, communication and public relations.

Article 2 Applicability

These terms and conditions apply to all oral or written offers, assignments and agreements of **Goldapple Agency**, insofar as not expressly deviated from in writing between the parties. General terms and conditions of the client or third parties only apply to **Goldapple Agency** insofar as they do not conflict with these terms and conditions, unless otherwise agreed in writing.

Article 3 Investment proposal with presentation / offer

1. An investment proposal with presentation by **Goldapple Agency**, including offers in the form of verbal offers and communications, are always without obligation and are valid for one month, unless explicitly stated otherwise.
A fixed amount of **€ 250,-** is charged per presentation. This amount must in any case be paid if the making of this presentation has been agreed.
2. If the investment proposal with presentation / quotation is composed of several parts, **Goldapple Agency** is not obliged to perform part of the quotation for a corresponding part of the price.

Article 4 Agreement

1. An agreement is only concluded after **Goldapple Agency** has received the order confirmation signed by the client for approval, whereby the order confirmation is deemed to represent the agreement correctly and completely.
2. If the client is of the opinion that the agreement has not been correctly stated, he must make this known by e-mail within five working days.

3. No order confirmation will be sent for contracts that are small by their nature and scope and the invoice will also count as order confirmation.
4. For all other services and / or products of **Goldapple Agency**, the agreement is entered into for an indefinite period of time, unless the parties have explicitly agreed otherwise in writing.
5. If a delivery date has been agreed, **Goldapple Agency** cannot be held liable for direct or indirect damage if that date is exceeded, unless this has been explicitly stipulated when entering into the agreement and recorded in writing.
6. For proper and complete fulfillment of the agreement, **Goldapple Agency** is entitled to have certain work performed by third parties and to charge the costs thereof to the client. When engaging third parties, **Goldapple Agency** will of course consult with the relevant client in advance as much as possible and will in any case consider multiple options when selecting third parties. **Goldapple Agency** is not liable for shortcomings of these engaged third parties.
7. If it appears during the execution of the agreement that it is necessary for a proper execution of the agreement to amend or supplement the agreement, then **Goldapple Agency** will make these changes and additions and any associated financial consequences in writing, or confirmed by e-mail.

Article 5 Termination

In the event of premature termination by the client, **Goldapple Agency** is entitled to payment for the work performed until then, unless the termination is the result of facts and circumstances attributable to **Goldapple Agency**.

1. If applicable, **Goldapple Agency** is entitled to put the provisional results of its activities on hold until full payment has been made for the activities performed by the client until termination, unless the latter has provided security for this. This may be the case with, for example, printing and the delivery of an internet site.
2. Unless otherwise agreed, a notice period of 2 months applies.

Article 6 Fee

Goldapple Agency quotes and invoices its activities on the basis of the price per hour multiplied by the number of hours worked by the client, unless the parties have explicitly agreed otherwise in writing.

1. If the expected duration of the work is longer than one month and / or the offered invoice amount is higher than € 500 (excl. 21% VAT), **Goldapple Agency** is entitled to require payment in installments.
2. If applicable, travel time, travel costs and accommodation costs will be charged.
3. In the event that the agreed price is exceeded as a result of additional work, **Goldapple Agency** reserves the right, with due observance of the provisions of Article 4 above, to adjust the final invoice amount on the basis of a subsequent calculation to be submitted.
4. Quoted amounts are stated in legal Dutch tender and are always exclusive of 21% VAT.

5. If there is an international concept which is being rolled out in several countries, **Goldapple Agency** will be entitled to charge a concept fee for this.

Article 7 Intellectual property rights

1. Oral or written ideas and elaborations thereof raised and / or elaborated by **Goldapple Agency** in the context of quotations and agreements remain the property of **Goldapple Agency**. Without the prior consent of **Goldapple Agency**, the client is not entitled to use, make available or transfer all or part of the delivered goods in any other way.
2. **Goldapple Agency** is entitled, but never obliged, to state its logo, name, address and website data on the goods, credits and / or website delivered to the client, unless the client has indicated before the commencement of the assignment to object to this.
3. **Goldapple Agency** expressly reserves the right to use the products developed for the client for demonstration, promotion and acquisition purposes.
4. If an idea is protected by copyright, a claim for damages will arise in the event of an infringement, the amount of which will be at least half the amount for the offered performance.
5. The client guarantees that no rights of third parties oppose the provision to **Goldapple Agency** of equipment, software, material intended for publication and websites (images, video, photos, text, music, domain names, logos, etc.), data files, or other materials, including design materials, for the purpose of use, editing, installation or incorporation (e.g. in a website). The client will indemnify **Goldapple Agency** against any action based on the allegation that such making available, using, editing, installing or incorporating infringes any right of third parties.

Article 8 confidentiality

1. Parties, including engaged third parties, are obliged to maintain the confidentiality of the confidential information, account data, data files, etc. provided to each other, all in the broadest sense of the word, unless the client has given written permission for disclosure or disclosure is required on the basis of legal provisions.

Article 9 Verplichtingen van Goldapple Agency

1. **Goldapple Agency** has a best efforts obligation to provide the agreed services to the client to the best of its ability and as carefully as possible, with due observance of the resources at its disposal.

Article 10 Liability

For every assignment accepted by the contractor, there is an obligation of effort. The contractor can never be held liable for results not achieved. The contractor is only liable for shortcomings in the performance of the assignment that are the result of carelessness and incompetence in giving advice and carrying out assignments.

1. If the contractor is liable for direct damage, that is liability limited to a maximum of the invoice amount.
2. Contrary to what is stipulated under 2. of this article, in the case of an assignment with a duration longer than three months, the liability is further limited to the part of the fee due over the last three months.
3. Under no circumstances can a claim be made for compensation for damage caused by loss of income of the client (in any way whatsoever), damage caused by publications by third parties in the media or indirect damage and consequential damage.
4. The client can invoke a shortcoming in the performance of the assignment if this has been made known by the client in writing within three months after completion of the assignment.

Article Invoices and complaints

Invoices from **Goldapple Agency** state the fee, the work performed by it, any travel hours, travel and accommodation costs and, if applicable, costs of third parties engaged and the payment term.

1. Complaints about the work performed must be reported in writing by the client to **Goldapple Agency** within 5 working days after discovery, but no later than five days after the invoice date.
2. If the complaint is well-founded, **Goldapple Agency** will do everything possible to remedy the complaint, however without the client being able to assert any right to compensation, direct or indirect, on that basis.
3. Submitting complaints does not suspend the client's other payment obligations.

Article 12 Payment

1. Payments must be made in advance with a payment term of 7 days after receipt of the invoice, without discount or set-off, in legal Dutch tender in a manner indicated by **Goldapple Agency** on the invoice.
2. Complaints or objections, as described in article 11, against the invoice do not suspend the payment obligation.
3. If the client does not fulfill his payment obligations within the payment term, he is in default by operation of law. The Client then owes an interest of 2% per month, calculated over whole months after the expiry of the payment term, whereby part of a month counts as a whole month. If the prevailing statutory interest is higher than 2%, the statutory interest applies.
4. If the client continues to fail to pay the claim after notice of default, **Goldapple Agency** reserves the right:
 - 1) if the activities concern the development of a website, to block access to the website as long as payment has not been made;
 - 2) hand over the claim. In which case client in addition to the amount due, including the interest referred to in this article, is also obliged to pay the collection costs, the amount of which is set at 15% of the total amount due.

Article 13 Force of the majority

1. In case of force majeure, the client can never hold **Goldapple Agency** accountable for its obligations. Force majeure includes if **Goldapple Agency** is unable to fulfill its obligations due to war or threat of war, riots, acts of war, fire, water damage, frost, flood, earthquake, strike, company occupation, lockout, government measures, equipment defects, failure in the delivery of energy, disturbances in communicative links including telecommunication links. All external causes that were not reasonably foreseeable and as a result of which **Goldapple Agency** is unable to fulfill its obligations towards the client. This includes, but is not limited to, disruptions in the connection to the Internet, disruptions in the telecommunications infrastructure and disruptions in networks.
2. If **Goldapple Agency** is unable to fulfill its obligations towards the client due to force majeure, the fulfillment of those obligations will be suspended for the duration of the force majeure situation.
3. **Goldapple Agency** will immediately inform the client, stating the cause, the nature, the expected duration of the force majeure and the parts of the agreement that cannot be fulfilled as a result of the force majeure.

Article 14 Governing Law and Disputes

Dutch law applies to the legal relationship between the parties.

1. Any disputes that cannot be resolved amicably will be settled exclusively by the competent Dutch court.